THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – July 18, 2019 – 9:00 a.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

   Please turn your cell phone to the vibrate, silence, or off setting.

   The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Underhill.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

   Recommendation: That the Board adopt the agenda as prepared **(or duly amended).**

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Bill Barrett, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, on his selection as the "Employee of the Month" for July 2019;

B. Adopt the Proclamation recognizing the Center for Independent Living Disability Resource Center, ADA Annual Awards and Volunteer Recognition Luncheon and commending its efforts to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act; and

C. Ratify the Proclamation dated June 21, 2019, joining with Movement for Change, Inc., in extending a warm welcome to LaTosha Brown, and wishing her continued success as she takes her message to the masses.

7. Written Communication

A. May 22, 2019, communication from Sandy Blanton requesting approval of a short sale for the Hurricane Housing Recovery Program (HHRP) Mortgage for property located at 910 Bremen Avenue.

B. May 29, 2019, communication from Kristopher E. Fernandez, P.A., Attorney at Law requesting lien relief for Bay to Gulf (owners) for property located at 20 E. Carver Drive.

Recommendation: That the Board review and consider the Lien relief request made by Kristopher E. Fernandez, attorney for owners, against 20 E. Carver Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

C. June 13, 2019, communication from Tonya Brewer-Lambert requesting that the Board approve subordination of a State Housing Initiatives Partnership (SHIP) Program lien at 2702 Weyland Circle.

D. June 19, 2019, communication from Doug Westfall requesting Lien relief from property located at 300 Blk Western Pine Road.

Recommendation: That the Board review and consider the Lien relief request made by Doug Westfall, new owner of the property, against 300 Blk Western Pine Road.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Lien's, Section III, H2.

8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

9. 9:01 a.m. Second of two Public Hearings to receive input on the designation of Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas.

Recommendation: That the Board take the following action concerning the designation of Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas:

A. Hold the second of two Public Hearings to receive input; and

B. Adopt and authorize the Chairman to sign the Resolution designating Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas for the purposes of economic development and environmental rehabilitation.

10. 9:02 a.m. Public Hearing Regarding an Amendment of Ordinance 2001-6, Section 42-310 (a) (9) - Joy Jones, P.E., Engineering Department Director

Recommendation: That the Board approve an Amendment to Ordinance 2001-6, Section 42-310 (a) (9) to include “dechlorinated” pool “and spa” discharges.

11. Committee of the Whole Recommendation.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution regarding the fee for cremation services, based on the recommendation of the Committee of the Whole (C/W) approving the verbiage that is in the backup and placing it on the agenda for final approval at the next regularly scheduled meeting (C/W Item #4).

12. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of the May 31, 2019 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2019, as required by Ordinance Number 95-13; on May 31, 2019, the portfolio market value was $337,095,262 and portfolio earnings totaled $967,901 for the month; the short term portfolio yield 2.24%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.46%; the long-term CORE portfolio achieved a yield of 2.19%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.98%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the April 2019 Returns Received in May 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2019 returns received in the month of May 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eighth month of collections for the fiscal year 2019; total collected for the month of April 2019 returns was $1,024,645.32; this is a 12.60% increase over April 2018 returns; total collections year to date are 10.79% more than the comparable time frame in Fiscal Year 2018.

3. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Approve the Minutes of the Special Board Meeting held June 17, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held June 20, 2019;

C. Approve the Minutes of the Regular Board Meeting held June 20, 2019;

D. Accept, for filing with the Board's Minutes, the Report of the Budget Committee of the Whole Workshop held June 25-27, 2019; and

E. Approve the Minutes of the Special Board Meeting held July 1, 2019.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 9:15 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2019-01

   That the Board of County Commissioner (BCC) review and adopt, an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2019-01.

2. 9:16 a.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 3300 Godwin Lane, Pensacola, FL, Bellview Site Contractors, Inc.

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 3300 Godwin Lane, Pensacola, FL, owned by Bellview Site Contractors, Inc.

II. Action Item

1. Recommendation Concerning Final Plat Graystone Estates Phase II Permit #19041415

That the Board take the following action concerning recording of Graystone Estates Phase 2 (a 56 lot residential subdivision), located in the Farm Hill, Cantonment Community and lying east of Nowak Road, and north of Upland Road. Owner and Developer is Northern Gulf Nowak, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;

A. Approve the final plat for recording;

B. Approve the street names “Connie Way, and Cayden Way”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and Irrevocable Letter of Credit, and a Temporary Access Easement.

2. Recommendation Concerning Final Plat Sonoma Ridge Permit #19051806
That the Board take the following action concerning recording of Sonoma Ridge, a Planned Unit Development (being a 73 lot residential subdivision), located in the Beulah Community and lying west off Beulah Road and south of Frank Feeder Road. Owner and Developer is Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;

A. Approve the final plat for recording;

B. Approve the street names “Sonoma Lane, Tuscan Court and Roseland Court”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements and a Conservation Easement.

ADDITIONAL BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

That the Board authorize the scheduling of the following Public Hearing:

Thursday August 1, 2019

5:45 p.m. - A Public Hearing - Adoption to remove reference to OLF 8 from Comprehensive Plan.
Summary: On January 30, 2019, Escambia County took possession of Navy Outlying Landing Field (NOLF) Site 8 and as such, it no longer operates as an airfield and the Board directed staff to remove references to the Navy Outlying Landing Field Site 8 from the Mobility Element. The County received a letter from DEO stating they identified no provision that necessitates a challenge of the Ordinance adopting the amendment.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

   That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing three items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be approved for disposal.

2. Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Scott MacDonald, Interim Information Technology Department Director

   That the Board approve the six Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be disposed of properly.

3. Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

   That the Board approve the Request for Disposition of Property Forms for the Waste Services Department, for the following:

   Thirty-three Roll Off Containers (Models RCA2242 and Rhino), Forms 1- 6:

Property#	Serial No.	Model/Descript.	Property#	Serial No.	Model/Descript.
45641	63250	RCA2242/RO #304	45642	53251	RCA2242/RO #309
45644	63253	RCA2242/RO #319	45646	63255	RCA2242/RO #302
45693	63942	RCA2242/ RO #321	45694	63943	RCA2242/RO #315
45798	63940	RCA2242/RO #311	48337	83706	RCA2242/RO #318
48338	83705	RCA2242/RO #316	48339	83707	RCA2242/RO #312
48340	83708	RCA2242/RO #308	48341	83709	RCA2242/RO #314
48342	83710	RCA2242/RO #310	49291	91041	RCA2242/RO #320
49294	91044	RCA2242/RO #325	50641	96226	RCA2242/RO #326
50642	96227	RCA2242/ RO #330	50643	96228	RCA2242/RO #327
50645	96229	RCA2242/RO #329	52674	No S/N	Rhino/RO #332
52675	No S/N	Rhino/RO #333	53234	111440	RCA2242/RO #337
53235	111416	RCA2242/RO #334	53390	111423	RCA2242/RO #335

54089	118417	RCA2242/RO #338	54091	118418	RCA2242/RO #339
54092	118420	RCA2242/RO #340	57229	13132392	RCA2242/RO #342
57230	13132397	RCA2242/RO #343	57945	13133785	RCA2242/RO #345
57948	13133786	RCA2242/RO #344	57949	13133787	RCA2242/RO #347
57950	13133788	RCA2242/RO #346			

Seven Submersible Pumps; and one Weather Station & Repeaters, Forms 7 - 8:

Property#	Serial No.	Model/Descript.	Property#	Serial No.	Model/Descript.
51554	N/A	TP53M54/Submersible Pump	51555	N/A	TP53M54/Submersible Pump
51556	N/A	TP53M54/Submersible Pump	51557	N/A	TP53M54/Submersible Pump
51558	N/A	TP53M54/Submersible Pump	53670	N/A	TP53M54L/Submersible Pump
53671	N/A	TP53M54L/Submersible Pump	55451	N/A	Weather Station & Repeaters

Two HP Laser Printers; One CAT 826H Compactor; One 2003 Ford Explorer; One Guzzler Power Unit Pump; One Ford F550 4x4 Truck; and One Multiquip 4" Trash Pump, Forms 9 - 10:

Property#	Serial No.	Model/Descript.	Property#	Serial No.	Model/Descript.
55833	CNRXC86510	4250TN/HP Laser Printer	55515	CNGKM08090	2430DTN/HP Laser
55124	AWF00336	826H/CAT 826H Compact.	52182	1FMZU62K53ZB50632	2003 Ford Explor.
43304	S29814STDHZ403E96	Guzzler/Power Unit Pump	52987	1FDAW57P64EC56800	F550/4x4 Truck
51542	41TDH-4238	41TDH/Multiq'p 4" Pump			

All property is described and listed on the Disposition Forms, with condition and reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

4. Recommendation Concerning the Donation of Radios to GreaterGood.org's Rescue Rebuild Program - John A. Robinson, Animal Services Division Manager

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the donation of radios to GreaterGood.org, a not-for-profit corporation, for Rescue Rebuild, a shelter renovation program that recruits volunteers from all over the country to help shelters in need. Rescue Rebuild completed a renovation for the Escambia County Animal Shelter in February 2018.

5. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - John Dosh, Interim Public Safety Department Director

   That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

6. Recommendation Concerning the Letter of Understanding between Zoll Data Systems, Inc., and Escambia County EMS - John Dosh, Interim Public Safety Department Director

   That the Board take the following action regarding the Letter of Understanding (LOU) between Zoll Data Systems, Inc., and Escambia County EMS:

   A. Approve the LOU between Zoll Data Systems, Inc., and Escambia County EMS, for the use of the Rescue Net Billing Pro, an insurance discovery portal that will allow the EMS Billing Department to determine not previously identified insurance coverage, that is effective on the date of execution by the last-signing party and that shall remain in effect for a period of two weeks; and

   B. Authorize the Chairman or Vice Chairman to execute the LOU.

   The trial use of Rescue Net Billing Pro will allow the Billing Department to test the software, but should also increase the identification of a patient's active insurance coverage that will help reduce the amount of man hours needed to research insurance coverage by searching a nationwide database via the patient's social security number, driver's license number and/or date of birth. With this testing capability, it will help evaluate the need for an insurance discovery portal for the upcoming solicitation.

7. Recommendation Concerning the Scheduling of a Public Hearing for the Betmark Circle Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on August 1, 2019, at 5:33 p.m., to consider adoption of an Ordinance creating the Betmark Circle Street Lighting Municipal Services Benefit Unit (MSBU).

8. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way known as Alvarado Avenue - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of Unopened Right-of-Way known as Alvarado Avenue, as petitioned by Miller Florida Holding, LLC, a Florida Limited Liability Company, represented by R. Jeffrey Boll, Esquire:

A. Authorize the scheduling of a Public Hearing for September 5, 2019, at 5:31 p.m., to consider the Petition to Vacate a Portion of Unopened Right-of-Way known as Alvarado Avenue, approximately 50 feet x 265 feet, as petitioned by Miller Florida Holding, LLC, a Florida Limited Liability Company, represented by R. Jeffrey Boll, Esquire; and

B. Require the Petitioner to notify all property owners within a 500-foot radius.

The real property mentioned in this Petition to Vacate is located in Commission District 2.

9. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Opened Right-of-Way Known as Hatton Street, Between "U" Street and "V" Street - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of Opened Right-of-Way known as Hatton Street, between "U" Street and "V" Street, as petitioned by Gross and Son Paint and Body Shop, Inc., represented by Taylor Kelly, Agent:

A. Authorize the scheduling of a Public Hearing for September 5, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Opened Right-of-Way known as Hatton Street, between "U" Street and "V" Street, approximately 55 feet x 300 feet, as petitioned by Gross and Son Paint and Body Shop, Inc., represented by Taylor Kelly, Agent; and

B. Require the Petitioner to notify all property owners within a 2500-foot radius.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

10. Recommendation Concerning a Resolution of Support for Renaming a Portion of State Road 95 (US Highway 29) for Florida Highway Patrol Trooper Milan D. Hendrix - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning a Resolution of Support for renaming a portion of State Road (SR) 95 (US Highway 29) from Neal Road to SR 10A (Nine Mile Road) for Florida Highway Patrol Trooper Milan D. Hendrix:

A. Adopt and authorize the Chairman to sign the Resolution of Support for renaming a portion of State Road (SR) 95 (US Highway 29) from Neal Road to SR 10A (Nine Mile Road) for Florida Highway Patrol Trooper Milan D. Hendrix; and

B. Authorize the County Administrator or designee to transmit the signed Resolution to the State of Florida for consideration.

This portion of roadway is located in Commission District 5.

11. Recommendation Concerning Escambia County Housing Finance Authority Appointments - Janice P. Gilley, County Administrator

That the Board take the following action concerning appointments to the Escambia County Housing Finance Authority:

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures;

B. Reappoint Sandra J. Ward to serve another four-year term, effective August 1, 2019, through July 31, 2023, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority; and

C. Appoint Shirley D. Henderson to serve a four-year term, effective August 1, 2019, through July 31, 2023, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

A General Alert was posted on the County's website from May 20, 2019, to June 17, 2019, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. A Resume was received from Shirley D. Henderson.

12. Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Tonya Green, Neighborhood & Human Services Director

That the Board confirm the new appointment of Russell Green, Service Manager, Barnes Electric Company, to satisfy the apprenticeship requirement to the CareerSource Escarosa Board of Directors. Mr. Russell's term will begin July 1, 2019, and will end on June 30, 2022.

13. Recommendation Concerning the U.S. Department of Housing and Urban Development Environmental Review for Continuum of Care Programs - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

A. Authorize the County to be the responsible entity for select HUD Environmental Reviews for Continuum of Care Programs;

B. Authorize the Neighborhood Enterprise Division to complete these reviews; and

C. Authorize the County Administrator to sign the HUD review documents.

14. Recommendation Concerning Authorization to Sign Commitment Letters for Down Payment Assistance Programs - Tonya Green, Neighborhood & Human Services Department Director

That the Board authorize the Neighborhood Enterprise Division Manager or Neighborhood & Human Services Department Director to sign commitment letters for buyers receiving down payment assistance through the HOME Investment Partnerships Act (HOME) or State Housing Initiatives Partnership (SHIP) Programs to satisfy FHA lending requirements.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Federal Elections Security Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board authorize the Chairman to sign the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Security funds, the Legislature has required that the Chairman of the Board of County Commissioners certifies that prior to the receipt and use of funds for the purchase of State-approved or certified emerging or enhancing software or hardware technology, the County has purchased and made available sufficient equipment for casting and counting ballots for the next regularly scheduled general election.

2. Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 2, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet, through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	$90,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190373
Change Order #:	2
Original Award Amount:	$425,000
Cumulative Amount of Change Orders through this CO:	$90,000
New PO Total:	$515,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

3. Recommendation Concerning the Lease Agreement Extension with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - John Dosh, Interim Public Safety Department Director

That the Board extend the Lease Agreement between SLJM Properties, LLC, and Escambia County, for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year at the monthly cost of $1087, commencing August 1, 2019, for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

Escambia County EMS has been utilizing the Van Pelt Storage facility as a location to store parts and to do minor repairs, such as electrical work, emergency lighting, and siren repairs. EMS has been utilizing this site for the past five years due to not having an on-site maintenance shop.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

4. Recommendation Concerning a State of Florida, Division of Emergency Management State-Funded Agreement - John S. Dosh, Public Safety Interim Department Director

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number A0015:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement Base Grant, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period of July 1, 2019, through June 30, 2020;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize John S. Dosh, Public Safety Interim Department Director and/or subsequent permanent Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant certifying as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (21) Mandated Conditions, Subsection "b", that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330412]

5. Recommendation Concerning a Change Order to the Purchase Order for Sunbelt Fire, Inc., for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance - John Dosh, Interim Public Safety Director

That the Board approve and authorize the Interim Public Safety Director to execute the following Change Order Number 2, adding funds to the Sunbelt Fire, Inc., Purchase Order 190424, to help with the funding for maintenance and repair of the Fire Rescue fleet:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$75,000
Vendor:	Sunbelt Fire, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190424
Change Order #:	2
Original Award Amount:	$150,000
Cumulative Amount of Change Orders through this CO:	$250,000
New PO Total:	$250,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

6. Recommendation Concerning a Change Order to the Purchase Order for G & S Holdings, LLC (Empire Trucks) for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance- John Dosh, Interim Public Safety Director

That the Board approve and authorize the Interim Public Safety Director to execute the following Change Order Number 2, adding funds to the G & S Holdings, LLC (Empire Trucks), Purchase Order 190430, to help with the funding for maintenance and repair of the Fire Rescue fleet:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$50,000
Vendor:	G & S Holdings, LLC (Empire Trucks)
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190430
Change Order #:	2
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$125,000
New PO Total:	$125,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

7. Recommendation Concerning a Change Order to Knowles On Site Repair Inc., for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance- John Dosh, Interim Public Safety Director

That the Board approve and authorize the Interim Public Safety Director to execute the following Change Order Number 2, adding funds to the Knowles On Site Repair Inc., Purchase Order 190436, to help with the funding for maintenance and repair of the Fire Rescue Fleet:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190436
Change Order #:	2
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$50,000
New PO Total:	$100,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

8. Recommendation Concerning a Purchase Order to McDelt, LLC, for Community Development Block Grant Housing Rehabilitation at 4770 Cerny Road - Tonya Green, Neighborhood & Human Services Director

That the Board ratify the County Administrator's signature concerning Purchase Order 191380 to McDelt, LLC, concerning CDBG Housing Rehabilitation Project at 4770 Cerny Road for $54,900 (original bid price of $48,200, plus change order of $6700).

[Funding: Fund 129, 2015 CDBG, Cost Center 370223 and 2016 CDBG, Cost Center 370227]

9. Recommendation Concerning Approval of the Application for Funding Assistance Regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program to Support the Jail Alternative Initiative Project in the Amount of $47,213 - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application for the Jail Alternative Initiative project, in the amount of $47,213:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program for the Jail Alternative Initiative project, in the amount of $47,213; and

B. Authorize the Chairman to sign the Application for Funding Assistance and related application documents regarding the Jail Alternative Initiative project.

[Funding: This Grant does not require matching funds]

10. Recommendation Concerning Amendment #017 to Agreement #A0150 Between Escambia County and Big Bend Community Based Care, Inc. - William R. Powell, Director of Corrections

That the Board take the following action concerning Amendment #017 to Agreement #A0150 with Big Bend Community Based Care, Inc.:

A. Approve Amendment #017 to Contract #A0150. This Amendment updates and replaces Exhibit H-Financial Reporting within the Agreement; and

B. Authorize the Chairman to sign Amendment #017 to Contract #A0150.

[Funding: This Contract is a fixed rate Contract for a total of $43,971, for Fiscal Year 2019-2020]

11. Recommendation Concerning a Change Order, in Excess of $50,000, to the Walton County Sheriff's Office for Inmate Medical Services - William R. Powell, Director of Corrections

That the Board approve and authorize the County Administrator to execute the following Change Order 1, adding funds for inmate medical services provided to Escambia County inmates in the custody of Walton County:

Department:	Corrections
Division:	Jail
Type:	Addition
Amount:	$30,700
Vendor:	Walton County Sheriff's Office
Purchase Order:	190193
Change Order:	1
Original Award Amount:	$70,000
Cumulative Amount of Change Orders Through This Change Order:	$30,700
New Purchase Order Total:	$100,700

[Funding Source: Fund 001, General Fund; Cost Center 290402, Object Code 53101]

12. Recommendation Concerning Refunds Due to Certain Leaseholders on Pensacola Beach - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize staff to release certain funds from the County's escrow for Pensacola Beach taxation lawsuits and turn them over to the Office of the Tax Collector, so they can make refund payments to certain leaseholders as settlements on the land taxation as valuation lawsuit(s) are made and approved by the Courts.

The County has escrowed a total of $9,805,859 in taxes associated with lawsuits brought by leaseholders on Pensacola Beach. Certain cases regarding the ad valorem taxation of the land on Pensacola Beach have settled, and court approved refunds are beginning to come due and payable by the Tax Collector per Florida Statute 197.182.

[Funding Source: Fund 001, General Fund, Cost Center 110201]

13. Recommendation Concerning the Interfund Loan for the Innerarity Island Sewage System Improvements MSBU - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning an interfund loan for the Innerarity Island Sewage System Improvement Project, partially funded by a Municipal Service Benefit Unit (MSBU):

A. Approve an interfund loan from the Local Option Sales Tax (LOST) III Fund (352), to the MSBU Assessment Program Fund (177), in the amount of $5,605,174, to pay costs associated with improving the Innerarity Island sewage system. The interfund loan will have a maximum repayment schedule of 10 years, or a term determined by amendment to the originating MSBU Ordinance, or by a Resolution setting the non-ad valorem special assessment, and be repaid from MSBU assessments collected from property owners; and

B. Adopt the Resolution approving Supplemental Budget Amendment #207, MSBU Assessment Program Fund (177), in the amount of $5,605,174, to recognize the proceeds of the interfund loan, and to appropriate these funds for the Innerarity Island Sewage System Improvement Project.

14. Recommendation Concerning the Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,410,333, and from Cost Center 360105, in the amount of $894,707, for a combined total of $2,305,040;

B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,305,040, for a total allocation of $9,120,879, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A," as follows:

1. Direct programming: Expenses of ~~$5,121,293.00~~ $6,884,366.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of ~~$457,786.00~~ $561,513.00 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA);

3. Personnel: Expenses of ~~$1,236,760.00~~ $1,675,000.00 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA); and

C. Authorize the Chairman to sign the Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

15. Recommendation Concerning the Fourth Extension to Fiscal Year 2017-2018 Agreement between the Board of County Commissioners and District 1 Medical Examiner Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida - Stephan Hall, Budget Manager

That the Board take the following action concerning the Fiscal Year 2017-2018 Agreement between the Board of County Commissioners and District 1 Medical Examiner Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida:

A. Approve a fourth extension to the Fiscal Year 2017-2018 Agreement from July 1, 2019, to September 30, 2019, to allow the County the opportunity for compensation of Medical Examiner Services; and

B. Authorize the issuance of a third Change Order to Purchase Order 190726, in the amount of $199,403, to be used for Medical Examiner Services through the end of Fiscal Year 2019, to be paid from the General Fund (001), Cost Center 410201.

16. Recommendation Concerning the Fiscal Year 2019/2020 Certification of Taxable Value - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of public hearings for the Fiscal Year 2019/2020 Budget:

A. Certify the millage rates for Fiscal Year 2019/2020 as follows:

County-wide Operating - 6.6165
Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) - .685
Library MSTU - .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2019.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2018/2019;

B. Certify the proposed millage rates at 4.32% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2019/2020;

D. Schedule a Public Hearing on the Fiscal Year 2019/2020 Budget for September 10, 2019, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2019/2020 non-ad valorem special assessment roll at 5:32 p.m., on September 10, 2019, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola Florida.

17. Recommendation Concerning Supplemental Budget Amendment #180 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #180, General Fund (001), in the amount of $25,834, to recognize the Sheriff's off-duty officer, auto repairs, and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

18. Recommendation Concerning Supplemental Budget Amendment #185 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #185, Article V Fund (115), in the amount of $20,954, to recognize the reimbursement from the 14th Circuit Court for funds used for IT Technology to assist in reopening the Okaloosa Courts after Hurricane Michael and to appropriate these funds back into the Court Administration's appropriate budgets.

19. Recommendation Concerning Supplemental Budget Amendment #204 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, Escambia Restricted Fund (101), in the amount of $6,750, to recognize anticipated reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams at the Road Prison, where 30 teams will participate and will pay $225 per team, and to appropriate these funds for the related operational expenses that will support this event.

20. Recommendation Concerning Supplemental Budget Amendment #210 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #210, Local Option Sales Tax III Fund (352), in the amount of $110,000, to recognize a reimbursement from the US Navy for unused administrative and professional costs in relation to the OLF-X project, and to appropriate these funds back into the project's budget.

21. Recommendation Concerning the Purchase of Two 2019 Transit Vans for Facilities - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign the Purchase Order to Bozard Ford Company, for two 2019 Transit Vans for Facilities, per the terms and conditions of solicitation PD 18-19.069, in the amount of $59,992 (each vehicle priced at $29,996).

This solicitation was emailed to 30 known vehicle dealerships - including local dealers - via Vendor Registry. The solicitation was viewed by 21 firms and downloaded by 13 firms. Three solicitation responses were received.

[Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One; Object Code 56401, Machinery & Equipment]

22. Recommendation Concerning the Purchase of Four Vehicles for Corrections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to execute a Purchase Order to Bozard Ford Company, in the amount of $134,377, for the purchase of the following four vehicles for the Escambia County Corrections Department, according to the specifications outlined in Solicitation PD18-19.074, Corrections Vehicles (4):

- One Ford F-350 Crew Cab for $41,996;
- One Ford Expedition for $44,989;
- One Ford Fusion for $18,396; and
- One Ford F-150 Crew Cab for $28,996.

This vehicle purchase was issued to 43 known dealers in Florida - including local firms. The solicitation was viewed by 23 firms and downloaded by 16. Bid responses were received from two firms, with Bozard Ford Company being the lowest, most responsive bidder, with a total of $134,377 for all four vehicles noted above. No responses were received from local bidders.

[Funding:

- Ford F-350 for Escambia County Work Annex: Fund 352, LOST III, Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738;
- Ford Expedition for Jail K-9 Officer: Fund 111, Detention/Jail Commissary Fund; Cost Center 290406, Detention/Jail Commissary; Object Code 56401, Machinery and Equipment;
- Ford Fusion for Escambia County Work Annex Administration: Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738; and
- Ford F-150 for Litter Patrol: Fund 352, LOST III; Cost Center, 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738]

23. Recommendation Concerning the Agreement for Corrections Uniforms - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Galls, LLC, per the terms and conditions of PD 18-19.048, Corrections Uniforms, in the anticipated annual amount of $103,717.

[Funding: Fund 001, General Fund, and Fund 175, Transportation Trust Fund, Object Code 290401 and 290202]

24. Recommendation Concerning the Contract Award for Design Services for South Dog Track Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, per the terms and conditions of PD 18-19.031, Design Services for South Dog Track Project, in the amount of $66,018 for Concept Design, $9,000 for optional/allowance for surveying as needed, and the remainder of $124,982 for optional/allowance for complete design, for a lump sum amount of $200,000.

[Funding: Fund 118, Gulf Coast Restoration; Cost Center 222022, RESTORE South Dogtrack Drainage; Object Code 53101, Professional Services; Project # RDC80055]

25. Recommendation Concerning the Inmate Goods and Cleaning Supplies Agreement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract for PD 18-19.041, Inmate Good and Cleaning Supplies, for a term of 12 months with the option for two additional 12-month renewals for a total for 36 possible months, and authorize the County Administrator to sign each Agreement between Escambia County and each of the following contractors:

- Bob Barker Company, Inc.;
- Charm-Tex;
- Charles Neely Corporation d/b/a PR Chemical and Paper Supply;
- Prison Rehabilitative Industries & Diversified Enterprises, Inc. d/b/a Pride Enterprises;
- Dees Paper Company, Inc.;
- Hill Manufacturing Company, Inc.;
- Interboro Packaging Corporation;
- Merchants Paper Company, Inc.; and
- Supreme Paper Supplies, LLC.

The Solicitation was submitted via Vendor Registry to 148 unique email addresses. It was viewed and downloaded by 70 unique email addresses. Nine bid responses were received.

[Funding:

- Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies;
- Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies;
- Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies;
- Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies; and
- Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies]

26. Recommendation Concerning a Change Order to Blue Arbor, Inc. - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute Change Order #190741-4 to Blue Arbor, Inc., adding funds for Contractual Services:

Department:	Office of Purchasing
Division:	Asst. County Administrator
Type:	Additive
Amount:	$17,000
Vendor:	Blue Arbor, Inc.
Contract:	PD 17-18.055
Purchase Order#:	190741
Change Order #:	4
Original Amount	$14,461
Change Order #1	$10,000
Change Order #2	$10,000
Change Order #3	$10,000
New PO	$61,461

[Funding: Fund 001 General Fund, Cost Center 140701, Cost Center 53401]

27. Recommendation Concerning Traffic Restrictions - Truck Prohibitions on County Road 489 (Stefani Road) & West Ten Mile Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning Traffic Restrictions - Truck Prohibition on Stefani Road:

A. Adopt a Resolution establishing a vehicle weight restriction on County Road (CR) 489 (Stefani Road) from West Nine Mile Road to CR 297 (West Roberts Road), and West Ten Mile Road from SR 95 (US Highway 29) to Stefani Road - no trucks in excess of 10,500 pounds gross vehicle weight allowed, except trucks servicing or having business within the described area; and

B. Authorize the Chairman to sign the Resolution.

This portion of roadway is located in Commission District 5.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Account Code 53401, for sign installations]

28. Recommendation Concerning a Change Order to Rebol-Battle & Associates, LLC, for Contract PD 17-18.042, South Chemstrand Road Sidewalk Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Rebol-Battle & Associates, LLC, for Contract PD 17-18.042, South Chemstrand Road Sidewalk Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$81,331.82
Vendor:	Rebol-Battle & Associates LLC
Project Name:	South Chemstrand Road Sidewalks
Contract:	PD 17-18.042
PO#:	181366
CO#:	2
Original Contract Award:	$98,842.84
Cumulative Amount of Change Orders Through this CO:	$81,331.82
New Contract Amount:	$180,174.66

This project is located in Commission District 3.

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301, Project #18EN0303]

29. Recommendation Concerning the First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a Sanitary Sewer System Improvement Project on Innerarity Island - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the Chairman to sign the First Amendment to the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA), relating to a Sanitary Sewer System Improvement Project on Innerarity Island.

[Funding: Funds for design and construction and engineering inspection (CEI) are available in Fund 352, Local Option Sales Tax (LOST) III – Innerarity Island Development Corporation (IIDC) Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. Funds for construction are available via the Municipal Services Benefit Unit (MSBU) Ordinance, and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments]

This project is located in Commission District 2.

30. Recommendation Concerning the Acquisition of Property Located on Old Chemstrand Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.67 acres) located in the 1600 Block of Old Chemstrand Road, from Hussein S. and Anne B. Sharaway:

A. Authorize the purchase of this property, located in the 1600 Block of Old Chemstrand Road, for the approved counter-offer of $25,000, from Hussein S. and Anne B. Sharaway;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located in the 1600 Block of Old Chemstrand Road (approximately 0.67 acres); and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

This property is located in Commission District 5.

[Funding source: District 5 Discretionary Fund, Cost Center 110101, Account 58201]

31. Recommendation Concerning a Resolution to Cancel Taxes on Property Owned by Escambia County - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning a Resolution to cancel taxes on parcel 43-1S-30-1101-000-001, Tax Account Number 04-1335-040, located in the 2400 Block of Michigan Avenue, which was deeded to the County and accepted by the BCC on May 2, 2019:

A. Adopt the Resolution to cancel taxes for the tax years of 2015 through 2018, in the amount of $575.61, and for subsequent years' taxes for parcel 43-1S-30-1101-000-001, Tax Account Number 04-1335-040; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution without further action of the Board.

This property is located within Commission District 1.

32. Recommendation Concerning the Second Amendment to the South Central Planning and Development Commission Software License and Service Agreement - Tonya Ellis - Interim Director Mass Transit

That the Board take the following action concerning the Second Amendment to the Software License and Service Agreement with the South Central Planning and Development Commission:

A. Approve the Amendment to the Software License and Service Agreement with the South Central Planning and Development Commission (SCPDC), for the addition of the "Escambia County Area Transit Mobile App" and the "Fleet Maintenance Module" for a fee of $30 per vehicle/per month upon the go-live date with a minimum of 50 vehicles per month (Annual cost of $18,000). Services and Support (Support hotline, updates, maintenance, initial analysis, and configuration) related to the Mobile App and Module will be provided at no cost. The Mobile App will replace the existing App currently provided through a license with DoubleMap;

B. Authorize the issuance of a Purchase Order, in the amount of $18,000, to South Central Planning and Development Commission for the MyGovernmentOnline (MGO) Transit Mobile App, and Fleet Maintenance Module;

C. Authorize the County Administrator to execute all documents related to the acceptance of the Amendment to Software License and Service Agreement with SCPDC for the MGO app and maintenance module; and

D. Authorize sending DoubleMap a notice terminating all services to coincide with the start of the MGO App. Escambia County Area Transit Authority is currently on a month-to-month Agreement.

[Funding: Fund 104, Mass Transit Fund, Cost Center 211210, Mass Transit Operations ($18,000)]

33. Recommendation Concerning the Funding for New or Upgraded Street Lighting at the Intersections of Mobile Highway and Klondike Road, Mobile Highway and 8 Mile Creek, and Mobile Highway and Millview Road - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $3,997.90, to pay for new or upgraded lighting at the intersections of Mobile Highway and Klondike Road, Mobile Highway and 8 Mile Creek, and Mobile Highway and Millview Road, from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

34. Recommendation Concerning a Benefit Administration System - Paulette Stallworth, Interim Human Resources Director

That the Board take the following action concerning a new Benefit Administration System:

A. Approve awarding the PlanSource Statement of Services and Software as a Service (SaaS) Agreement to PlanSource for providing Web Based Benefit Services, to include a one-time implementation cost of $15,000 (120 days for implementation) and a guarantee rate per the Agreement starting when the system goes live for 36 months;

B. Authorize a Purchase Order in the amount of $250,000, for the implementation cost and monthly charges to September 30, 2020;

C. Authorize USI to contact WageWorks and ACAWise to terminate our present contracts early, on or before August 31, 2019, to end coverage as of midnight September 30, 2019; and

D. Authorize the County Administrator to sign the PlanSource Statement of Services and the Software as a Service Agreement.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150108, Object Code 53101 and 54501]

35. Recommendation Concerning Issuance of a Change Order to Contract PD 17-18.027, to Volkert, Inc., for the Pensacola Bay Living Shoreline Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to execute the following Change Order to Volkert, Inc., to contract PD 17-18.027, for the Pensacola Bay Living Shoreline Project:

Department:	Natural Resources Management
Division:	Administration
Type:	Addition to PO
Amount:	$375,532.21
Vendor:	Volkert, Inc.
Project Name:	Pensacola Bay Living Shoreline Project
Contract:	PD 17-18.027
PO#:	191138
CO#:	1
Original Award Amount:	$217,480.00
Cumulative Amount of Change Orders Through This CO:	$375,532.21
New Contract Total:	$593,012.21

This project is located in Commission District 2.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ $375,532.21]

36. Recommendation Concerning an Ongoing Interest Free Interfund Loan Between the General Fund (001) and the Mass Transit Fund (104) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve an ongoing revolving interfund loan from the General Fund (001) to the Mass Transit Fund (104), in an amount not to exceed $3,500,000, to cover annual cash shortfalls until Grant reimbursements are received; and

B. Waive all interest payments on any outstanding balance on this revolving interfund loan.

This interfund loan request is necessary because the Federal Transit Authority (FTA) requires payment and then reimburses the County. Currently, Mass Transit is working with the FTA on the 2019 5307 Application. Once the Grant is in concurrence, it will be awarded in the amount of $3,533,657. Prior to award, the Department of Labor will review the application for 15 days. It is anticipated that funds will be available for draw around the August 9th time frame. The 2019 Certs and Assurances were PINNED on 06/28/2019. The Certs and Assurances were provided later in the year than what is typical because of the Government shut down earlier this year.

37. Recommendation Concerning the Funding Allocation to FAMU National Alumni Association Pensacola Chapter - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $1,000 from Commissioner Lumon May's discretionary fund to support FAMU National Alumni Association Pensacola Chapter.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

38. Recommendation Concerning the Funding Allocation to Onbikes Pensacola - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $1,000 from Commissioner Lumon May's discretionary fund to support Onbikes Pensacola.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

39. Recommendation Concerning the Funding Allocation to OnBikes Pensacola - Commissioner Robert Bender, District 4

That the Board approve the $1,000 funding allocation from both Commissioner Robert Bender and Commissioner Jeff Bergosh's discretionary funds, for OnBikes Pensacola to purchase new bicycles, helmets, and locks for children along the Gulf Coast.

[Funding: Fund 001, Board of County Commissioners Cost Center 110101, Outside Agencies Object Code 58201]

40. Recommendation Concerning Ratifying the Bob Sikes Toll Booth Funding Allocation for the 4th of July Weekend - Commissioner Robert Bender, District 4

That the Board approve and ratify Commissioner Robert Bender allocating $65,000 from his Intern discretionary money to reimburse the Bob Sikes Toll Booth revenue when tolls were lifted to allow our residents and visitors to enjoy Pensacola Beach without sitting in traffic or being concerned about how much it would cost during the 4th of July holiday weekend, July 4-7, 2019.

[Funding: From Fund 001, Cost Center 110101, Object Code 53401, to Revenue Account 344601, Bob Sikes Toll Revenue]

41. Recommendation Concerning Derelict Vessel Removal Grant Agreement with Florida Fish and Wildlife Conservation Commission - J. Taylor “Chips”Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 18337, relating to the Derelict Vessel Removal Grant for Fiscal Year 2018-2019, which provides up to $3,750 in Grant funding from FWC combined with Escambia County’s in-kind and matching funds, up to $10,000 from Vessel Registration Fees:

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A. Approve and authorize the Chairman to sign FWC Agreement No. 18337 and any subsequent Amendments, such as no-cost time extensions, pending Legal review and sign-off, without further action of the Board; and

B. Authorize the Project Manager (or designee) to sign documents relating to the implementation and/or completion of the Agreement.

Note: The County Attorney's Office has requested that the Board be made aware of the following language:

- Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."
- Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. Match of in-kind services and cash match from Vessel Registration Fees]

42. Recommendation Concerning the Contract Award for 911 Wide Area Network - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Agreement between Escambia County, Florida, and Uniti Fiber, LLC, per the terms and conditions of PD 18-19.044, 911 Wide Area Network at the rate of:

Option 2: 100 Mbps Ethernet Diverse Path Dual Entrance
60 months: $1075 per month, per site / 3 sites $3,225
Add Ons:
60 month: $775 per month, for all sites
Total monthly cost: $4,000
Total for 60-month Contract: $240,000

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER

[Funding: Fund 145 (E-911), Cost Center 330404]

43. Recommendation Concerning Contract Award for Vesta 9-1-1 Upgrade and Maintenance - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Agreement between Escambia County, Florida, and Motorola Solutions, Inc., per the terms and conditions of PD 18-19.043, VESTA 9-1-1 Upgrade and Maintenance, for a total of $1,265,430.02.

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER

[Funding: Fund 145, Grants, Cost Center 330416, $674,537; and Fund 145, Grants, Cost Center 330404, $155,537]

44. Recommendation Concerning the Purchase Order for PD 16-17.007, Innerarity Island Sewer Material Purchase - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the issuance of, and authorize the County Administrator to sign, a Purchase Order to Morrow Water Technologies, Inc., in the amount of $154,690, for the purchase of 62 Grinder Pump Stations for the Innerarity Island Sewer Project, PD 16-17.007, at a unit cost of $2,495.

[Funding: Fund 352, "IIDC Grant," Cost Center 110211, Object Code 56301]

III. For Discussion

1. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

   That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

   A. Junior Achievement of Northwest Florida, Inc., in the amount of $5,000;

   B. Arc Gateway, Inc., in the amount of $20,000; and

   C. Manna Food Bank, Inc., in the amount of $2,000.

   Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

   [Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

2. Recommendation Concerning Request for Subordination of Mortgage for the Gregory Street Rental Project - Tonya Green, Neighborhood & Human Services Department Director

   That the Board take the following action concerning the Request for Subordination of Mortgage between Escambia County, Florida, ServisFirst Bank, and Community Enterprise Investments, Inc., F/K/A Community Equity Investments, Inc., for the Gregory Street Rental Project:

   A. Approve the Request for Subordination of Mortgage subject to Legal review and approval, for the HOME Investment Partnerships Program (HOME) and State Housing Initiatives Partnership (SHIP) Program assisted Caminitti Place Rental Project, owned by Community Enterprise Investments, Inc. (CEII); and

   B. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and all related documents required to complete the Subordination Agreement, including any actions that may be required of the County Attorney's Office.

   [Funding: N/A]

3. Recommendation Concerning the Acquisition of Real Property for the Jackson Creek Restoration Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the purchase of real property, located at 8 Beth Circle in Wesleyan Terrace 1st Addition Subdivision, owned by Alabama Baptist Children's Home and Family Ministries, for the Jackson Creek Restoration Project:

A. Authorize the purchase of 8 Beth Circle (approximately 0.23 acres), owned by Alabama Baptist Children's Home and Family Ministries, for the Jackson Creek Restoration Project, for the purchase price of $6,000;

B. Approve the Contract for Sale and Purchase for the acquisition of real property, located at 8 Beth Circle;

C. Accept, for information, the Public Disclosure of Interest Form provided by Alabama Baptist Children's Home and Family Ministries; and

D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This property is located within Commission District 2.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107/56301, Project #13EN2382]

4. Recommendation Concerning the Funding for the Project Development & Environment Study Update and Preliminary Engineering Phase for the State Road 292 (Sorrento Road) Capacity Project - Commissioner Douglas Underhill, District 2

That the Board discuss the funding for the Project Development & Environment (PD&E) Study Update and Preliminary Engineering (PE) Phase for the State Road (SR) 292 (Sorrento Road) Capacity Project.

[Funding: Per the Florida Department of Transportation, $1,000,000 is needed to update and complete the PD&E Study, and $4,000,000 is needed to program the PE Phase to meet the federal planning consistency requirement.]

5. Recommendation Concerning the Bob Sikes Toll Booth - Commissioner Robert Bender, District 4

That the Board discuss the following items related to the Bob Sikes Toll Booth and provide direction/approval for each item:

A. Discuss options on how to handle peak weekend traffic, 9:30 a.m., until 7:30 p.m., on Saturday's and Sunday's, through the Labor Day weekend;

B. Grant approval for the Engineering Department to explore alternative methods for people to pay a toll using technology: a telephone app, license plate subscriptions, etc.; and

C. Grant approval for the Engineering Department to do a feasible study, in-house if possible, to determine if it is possible to create a third southbound lane from the Bob Sikes toll plaza to Fort Pickens Road that would become a dedicated right turn lane for people turning onto Fort Pickens Road.

[Funding: Fund 167, Bob Sikes Toll Plaza {If funding is required}]

6. Recommendation Concerning the Adoption of a Resolution Supporting the Naming of the New Pensacola Bay Bridge "The General Daniel "Chappie" James, Jr., Memorial Bridge" - Commissioner Robert Bender, District 4

That the Board approve, adopt, and authorize the Chairman to sign the Resolution supporting the naming of the new Pensacola Bay Bridge "The General Daniel "Chappie" James, Jr. Memorial Bridge" as recommended by the Pensacola Bay Bridge Naming Committee with an unanimous vote and send a copy of the adopted Resolution to our local Legislative delegation.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Pitney Bowes Postage Meter Lease - State of Florida Contract #44102100-17-1.

   That the Board approve and authorize the Chairman to sign the attached Lease Contract on the Pitney Bowes C200 Meter.

2. Recommendation Concerning Authorizing the Scheduling of a Public Hearing to Review the Terms of the Interlocal Agreement for Distribution of the Additional 4th-Cent Local Option Fuel Tax Proceeds.

   That the Board authorize scheduling a public hearing on Thursday, August 1, 2019, at 5:32 p.m. to review the terms of the Interlocal Agreement with the City of Pensacola relating to the distribution of the additional 4th-Cent local option fuel tax proceeds.

3. Recommendation Concerning the Basic Ordering Agreement with United States Immigration and Customs Enforcement.

   That the Board take the following actions:

   A. Approve the Basic Ordering Agreement with United States Immigration and Customs Enforcement, and

   B. Authorize the County Administrator to execute the Agreement.

4. Recommendation Concerning Removal of Private Communications Tower Located on County Property at 391 90 & 9 Ranch Road.

   That the Board authorize the County Attorney to initiate appropriate legal action to compel removal of a private communication tower owned by Crown Castle GT Company, LLC (Crown Castle), located on County property at 391 90 & 9 Ranch Road.

5. Recommendation Concerning Legal Representation of County Employees.

   That the Board amend its action of June 20, 2019 regarding the request for legal representation of County employees to allow payment of up to the $75,000 deductible on the County's EMS medical malpractice coverage to be used towards the legal representation of five County employees, with any amount over the deductible to be covered by County insurance.

6. Recommendation Concerning First Amendment to Contract for Sale and Purchase with Navy Federal Credit Union.

   That the Board approve and authorize the Chairman to execute the First Amendment to Contract for Sale and Purchase with Navy Federal Credit Union.

II. For Discussion

1. Recommendation Concerning Legal Representation of Commissioner Doug Underhill.

At the request of Commissioner Doug Underhill, that the Board discuss:

A. Whether the Board will retain Attorney Ed Fleming and the McDonald, Fleming law firm to represent the Commissioner in a defamation lawsuit brought against him in Circuit Court case number 2019 CA 000931; and

B. If so, that the Board waive the Board's policy to allow billing not to exceed $350 per hour by McDonald, Fleming.

[Contingent on the Board's approval, funds will come from the General Fund 001, Cost Center 110201.]

2. Recommendation Concerning the ATU's Proposed Collective Bargaining Agreement.

That the Board consider the following options:

A. Approve the proposed Collective Bargaining Agreement with the Local 1395 of the Amalgamated Transit Union/AFL-CIO and authorize the County Administrator to execute the Agreement; or

B. Direct the County Administrator to resume negotiations with the designated bargaining agent of the ATU, Local 1395.

ATU, LOCAL 1395 PROPOSED LABOR AGREEMENT DISTRIBUTED UNDER SEPARATE COVER.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16307 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 07/18/2019
Issue: Adoption/Ratification of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Bill Barrett, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, on his selection as the "Employee of the Month" for July 2019;

B. Adopt the Proclamation recognizing the Center for Independent Living Disability Resource Center, ADA Annual Awards and Volunteer Recognition Luncheon and commending its efforts to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act; and

C. Ratify the Proclamation dated June 21, 2019, joining with Movement for Change, Inc., in extending a warm welcome to LaTosha Brown, and wishing her continued success as she takes her message to the masses.

BACKGROUND:

On March 21, 2013, the Board approved the "Employee of the Month and Employee of the Year Awards Program." Each Department will submit one employee to be nominated as the "Employee of the Month." The County Administrator will then select one employee from the nominations. The employee who is selected will receive a check in the amount of $250, a Proclamation, and a plaque that will hang in the lobby of the Ernie Lee Magaha Government Building for that month.

Various departments, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff.

Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

The Employee of the Month Award Program will cost $250 per month; the Employee of the Year Award Program will cost $500 per year. Funding is available through Fund 001, General Fund, Cost Center 150101, Object code 55201.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department and the County Administrator's Office will work together to coordinate this program.

Attachments

Bill Barrett EOM July 2019

ADA Annual Awards and Volunteer Recognition

Movement for Change

PROCLAMATION

***WHEREAS**, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and*

***WHEREAS**, Bill Barrett, a Maintenance Technician in the Maintenance Division of the Facilities Management Department, began his employment with the County on December 1, 2015, and is selected for "Employee of the Month" for July 2019, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Barrett is the Maintenance Technician assigned to the following facilities: Facilities Management, Big Lagoon Sheriff Substation and Micro Wave Site, SW Branch Library, Perdido Key Community Center, and the Perdido Key, Innerarity Point, and Pleasant Grove Fire Departments; and*

***WHEREAS**, he is responsible for conducting preventive maintenance on the building's installed equipment, such as air conditioning, refrigerators, washers and dryers, exhaust fans, etc. Additionally, Mr. Barrett makes structural repairs, as well as repairs to the building's plumbing and electrical systems; and*

***WHEREAS**, in carrying out his duties as a Maintenance Technician, Mr. Barrett interacts daily with personnel from several BCC Departments and the Sheriff's Department. He is a highly dedicated professional, who works diligently to provide outstanding customer service. When Mr. Barrett sees something that needs to be done, he quickly acts to resolve the situation; and*

***WHEREAS**, when a catastrophic event strikes Escambia County, Mr. Barrett is assigned the task of maintaining the Emergency Operations Center on a rotating 12-hour schedule during E.O.C. activation. He secures the buildings envelope by closing window shutters and securing Blast Doors and makes adjustments to interior building temperatures by Direct Digital Controls to keep the occupants comfortable. He also switches the building to emergency utilities supply, when required; and*

***WHEREAS**, Mr. Barrett was selected by his fellow employees as Facilities Management's Employee of the Month for May 2019 for "Works Well Under Pressure". He steps up to help his co-workers with HVAC problems. His fellow employees have respect for his experience with repairs and he often comes forward to install new equipment. Mr. Barrett never quits or settles for mediocrity in customer service. This makes him an invaluable asset to the Department and the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Bill Barrett on his selection as the "Employee of the Month" for July 2019.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 18, 2019

PROCLAMATION

***WHEREAS**, the Americans with Disabilities Act (ADA) was passed 29 years ago on July 26, 1990, to ensure the civil rights of citizens with disabilities; and*

***WHEREAS**, the Board of County Commissioners of Escambia County, Florida, affirms the principles of equality and inclusion for persons with disabilities as set forth in the State of Florida's Constitution, Article I, Section II, and as embodied in the ADA, the laws of the State of Florida, and the ordinances of Escambia County; and*

***WHEREAS**, in keeping with the purpose of the ADA, Escambia County is committed to the principles of universal design of the built environment and the inclusion of persons with disabilities in all aspects of public life; and*

***WHEREAS**, the Center for Independent Living Disability Resource Center (CILDRC) works with constituents and communities in the City of Pensacola and surrounding Counties, including Escambia, Santa Rosa, Walton, and Okaloosa to bring forth the promise of hope, equality, inclusion, self-determination, and freedom that was envisioned by the passage of the Americans with Disabilities Act; and*

***WHEREAS**, the 29th Anniversary of the Americans with Disabilities Act will be celebrated by the CILDRC, people with disabilities, their families, and friends of the Center, at the ADA Annual Awards and Volunteer Recognition Luncheon on July 26, 2019.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County hereby recognizes the Center for Independent Living Disability Resource Center, ADA Annual Awards and Volunteer Recognition Luncheon and commends its efforts to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act.*

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: **Pam Childers**
Clerk of the Circuit Court

Deputy Clerk

Adopted: July 18, 2019

PROCLAMATION

***WHEREAS**, Movement for Change, Inc., is celebrating its 21st Annual "Freedom is Not Free" Banquet on June 21, 2019; and*

***WHEREAS**, the theme of this year's Banquet is "The Power of Social Justice in the 21st Century – A Call for Activism and Unity"; and*

***WHEREAS**, the Movement for Change is honored to have LaTosha Brown, co-founder of the Black Voter's Matter Fund, as the guest speaker for this year's banquet; and*

***WHEREAS**, Ms. Brown is an award-winning organizer, philanthropic consultant, political strategist, and jazz singer; and*

***WHEREAS**, Ms. Brown has over 20 years of experience working in the non-profit and philanthropy sectors on a wide variety of issues related to political empowerment, social justice, economic development, leadership development, wealth creation, and civil rights; and*

***WHEREAS**, Ms. Brown is principal owner of TruthSpeaks Consulting, Inc., a philanthropy advisory consulting firm in Atlanta, GA; and*

***WHEREAS**, throughout her career, Ms. Brown has distinguished herself as a trusted expert and resource in political strategy, rural development, and special programming for a number of national and regional philanthropies.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, joins the Movement for Change, Inc., in extending a warm welcome to LaTosha Brown, and wishes her continued success as she takes her message to the masses.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

THE BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Dated: June 21, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16467 **Written Communication 7. A.**
BCC Regular Meeting
Meeting Date: 07/18/2019
Issue: Written Communication Concerning 910 Bremen Avenue
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
May 22, 2019, communication from Sandy Blanton requesting approval of a short sale for the Hurricane Housing Recovery Program (HHRP) Mortgage for property located at 910 Bremen Avenue.

BACKGROUND:
On March 2, 2007, Bertha M. Cooper entered into a Hurricane Housing Recovery Program (HHRP) mortgage (Exhibit I) to purchase property at 910 Bremen Avenue. This HHRP mortgage of $50,000 was part of a builder-developer program to encourage new construction post Hurricane Ivan. Her first mortgage was with SunTrust, in the amount of $101,750. The HHRP mortgage is a 0% interest 30 year mortgage, with 20% of the loan to be forgiven after the first year provided the loan is not in default. The homestead was dropped in 2010, thereby causing a default. Therefore, the amount owed on the mortgage is the full $50,000.

Ms. Cooper listed the property for sale and currently has a contract pending for $82,500. Sandy Blanton submitted written communication (Exhibit II) requesting that the County consider a short sale on the property with the County receiving $3215 in lieu of the $50,000 owed. The appraisal provided by the owner is $73,333. The current value given to the property by the County Property Appraiser is $82,014 (Exhibit III). The first mortgage lender would be paid in full. The homeowner will not receive any cash at closing.

BUDGETARY IMPACT:
Funds, if received, will be deposited into Fund 120/SHIP Affordable Housing Trust Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Any variance from the recorded HHRP mortgage must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

If the short sale is granted, Neighborhood Enterprise Division will work with the homeowner. A settlement statement will be requested in advance of closing to ensure terms approved by the Board are met.

Attachments

Ex I-910 Bremen HHRP mortgage

Ex II-910 Bremen Written Communication

Ex III-910 Bremen ESCPA

Recorded in Public Records 03/08/2007 at 10:09 AM OR Book 6101 Page 1369, Instrument #2007022592, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00 MTG Stamps $175.00

Prepared by:
Randy Wilkerson
Executive Director,
Neighborhood Enterprise Foundation, Inc.,
P.O. Box 1591, Pensacola, Florida 32597
(850) 458-0466

Section 199.183, F.S., Chapters 199 and 201
exempts SHIP 2nd Mortgages from the Intangible Taxes
Imposed by Part 11, CH. 199, F.S.

ESCAMBIA/PENSACOLA AFFORDABLE HOUSING INITIATIVE
NEW CONSTRUCTION - HHRP
MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this 2nd day of March, 2007, between the Mortgagor Bertha M. Cooper, a single woman, (herein "Borrower"), and the Mortgagees, ESCAMBIA COUNTY, a political subdivision of the/State of Florida, and the CITY OF PENSACOLA, a municipality chartered in the State of Florida, whose address for purposes of this Mortgage is 223 Palafox Street, P.O. Box 1591, Pensacola, Florida 32597, (hereafter "Lender").

WITNESSETH:

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of Fifty Thousand Dollars ($50,000.00) which Indebtedness is evidenced by the Grant and Loan Agreement for Participation in the Escambia County Affordable Housing Initiative ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of County all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows: **910 Bremen Avenue, Pensacola, FL 32507**

SEE EXHIBIT "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblem now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Home buyer (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of SunTrust Mortgage in the amount of $101,750.00 and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

1.03 INDEBTEDNESS. This mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Loan Agreement and Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by County to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Lender, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions there under and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Homebuyer shall pay the Note(s) according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees against, or incurred in connection with, the Note(s), the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Lender may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulations, the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Lender will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanics, materialmen, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Lender. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.

C. If the Premises or any part thereof is damaged by f ire or other cause, Borrower will give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

2.05 CONVEYANCE OR ENCUMBRANCE OF PREMISES WITHIN ONE YEAR OF THE DATE HEREOF. Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note, that Home buyer shall not directly or indirectly encumber (including, but not by way of limitation, increasing of the outstanding principal amount of any existing encumbrance) pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises within one year following the date of this Mortgage or after one year following the date of this Mortgage if Borrower is in default of this Mortgage at the time of the said conveyance. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.06 SUBORDINATION.

A. The Mortgage shall not be subordinated under any circumstances.

B. To include any form of refinancing the loan or debt consolidation loan.

2.07 OCCUPATION OF PREMISES. Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.08 CONVEYANCE AFTER ONE YEAR FROM DATE HEREOF. Upon Borrower's conveyance, transfer, encumbrance, refinancing, or assignment of any or all of Borrower's interest in the property after one year from the date hereof and provided Borrower is not in default as defined in Paragraph 3.01, herein, then the sum equal to eighty (80%) percent of the total sum set forth in the note which is secured by this Mortgage shall be immediately due and payable to the HHRP Affordable Housing Trust Fund. THIS MORTGAGE SHALL NOT BE SUBORDINATED UNDER ANY CIRCUMSTANCES. Lender may without further notice of demand on Borrower, invoke any remedies permitted by this instrument. If the Borrower's conveyance, transfer or assignment of any or all of the Borrower's interest in the property occurs after the original period of the First Mortgage (i.e., thirty years), then the sum equal to eighty (80%) of the total sum set forth in the note shall be reduced to zero.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the first mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the first Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes(s) or this Mortgage or the Indebtedness including the Loan Agreement; or

F. Any representation or warranty of Borrower relating to the Note(s), the Loan Agreement, Borrower's program application for participation in the Escambia County's Hurricane Housing Recovery Program, this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. The filing by Borrower (or any maker, endorser or guarantor of the Note(s) of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

H. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

I. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Lender.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Lender, immediately become due and payable in full without notice or demand, time being of the essence of the Note(s) and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 RIGHT TO ENTER AND TAKE POSSESSION. If a Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application therefore, and may exclude Borrower.

3.04 RECEIVER. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness of the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Borrower will pay to Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Article III and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

3.05 ENFORCEMENT.

A. If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of

any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 **REMEDIES CUMULATIVE.** No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 **WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 **SUITS TO PROTECT THE PREMISES.** Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising there from and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. In any such action Lender shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 **SUCCESSORS AND ASSIGNS.** This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Lender" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Lender., as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Lender.

4.02 **SEVERABILITY.** If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 **APPLICABLE LAW.** This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 **TIME OF THE ESSENCE.** Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note(s) and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 **ATTORNEY'S FEES.** The enforcement of the Note(s), this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Homebuyer has executed this Mortgage as of the date first above written.

Signed, sealed and delivered in the presence of:

Sarah Crane
Signature Sarah Crane

Judith A. Pinette
Signature: Judith A. Pinette

BORROWER:

Bertha M Cooper
Borrower's Signature: Bertha M. Cooper

Co-Borrower's Signature:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of March, 2007, by Bertha M. Cooper, a single woman, who (is/are personally known to me has/have produced Drivers License as identification) and who did not take an oath.

Judith A. Pinette
Commission # DD479023
Expires January 27, 2010
Bonded Thru Fain Insurance, Inc. 800-385-7019

NOTARY PUBLIC
Judith A. Pinette
Signature of Notary

Print Name:
Commission No: _____
My Commission Expires: _____

EXHIBIT "A"

Lot 10, Block 77, BEACH HAVEN, according to the map or plat thereof, recorded in Deed Book 46, Page(s) 51, of the Public Records of Escambia County, Florida.

Meredith Reeves

From: Sandy Blanton <tsbbroker@gmail.com>
Sent: Tuesday, June 25, 2019 1:24 PM
To: Derrick A. Williams
Cc: Meredith Reeves
Subject: Re: Property located at 910 Bremen Avenue - Bertha M. Cooper
Attachments: brememcdprelimjun2422019.pdf; bremanappraisal.pdf; bremenfinalapr282019.pdf; bremenpayoff1st.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Derrick

Please submit this for consideration. It's my understanding the seller is older, has no means of paying deficiency. The house has been vacant for months.

Accepting less than the full balance owed on a mortgage would have to be decided by the Board of County Commissioners. If the owner could provide the following information so the BCC can consider the request, We can put on the next available Board meeting for consideration under written communication.

*Amount being offered toward County mortgage in exchange for release>>>$3215.00
*Identify whether the owner would be receiving any cash at closing>>>no
*Amount of sales contract price>>>82.5K
*Copy of current appraisal showing that the fair market value of the property is less than the first mortgage and the County 2nd mortgage>>>73,333
*Verification of the amount currently owed on the 1st mortgage
*Written evidence that the first mortgage lender is accepting less than what is owed on their mortgage—please provide the amount the first mortgage lender will accept>>>1st lender would be paid in full
*Preliminary settlement statement if you have one

My cell is 850-554-9544. Please confirm receipt. Thank you.
Sandy Blanton, Broker
Endorsed By Barbara Corcoran
www.barbaracorcoran.com/brokers/Florida/Pensacola

On Wed, May 22, 2019 at 10:07 AM Derrick A. Williams <dawilliams@myescambia.com> wrote:

> Sandy,
>
> Accepting less than the full balance owed on a mortgage would have to be decided by the Board of County Commissioners. If the owner could provide the following information so the BCC can consider the request, We can put on the next available Board meeting for consideration under written communication.

*Amount being offered toward County mortgage in exchange for release

*Identify whether the owner would be receiving any cash at closing

*Amount of sales contract price

*Copy of current appraisal showing that the fair market value of the property is less than the first mortgage and the County 2nd mortgage

*Verification of the amount currently owed on the 1st mortgage

*Written evidence that the first mortgage lender is accepting less than what is owed on their mortgage—please provide the amount the first mortgage lender will accept
*Preliminary settlement statement if you have one

If the owner/buyer does not want to provide this info, please advise if you want to place on the agenda anyway for consideration. We would still need something in writing advising the amount being offered toward the County's mortgage.

Derrick Williams
Escambia County Neighborhood & Human Services Dept.
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
Email: dawilliams@myescambia.com

From: Sandy Blanton <tsbbroker@gmail.com>
Sent: Wednesday, May 22, 2019 9:09 AM
To: Derrick A. Williams
Subject: 910 bremen

Derrick

We have this unit under contract for sale. The seller is elderly, has vacated the house and it's in need of work. She's about $40K upside down to close. She forgot she had a $50K 2nd mortgage with SHIP. What short pay options do we have? We don't want to see this lady suffer a foreclosure from the first mortgage. It's my understanding she's unable to maintain the debt service. My cell is 850-554-9544, call /text/email anytime.

Thank You

Sandy Blanton
TSBBroker@gmail.com

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	352S311000010077
Account:	100622400
Owners:	COOPER BERTHA M
Mail:	910 BREMEN AVE PENSACOLA, FL 32507-1706
Situs:	910 BREMEN AVE 32507
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$6,000	$76,014	$82,014	$82,014
2017	$6,000	$70,199	$76,199	$76,199
2016	$5,750	$68,721	$74,471	$74,471

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2007	6101	1350	$151,800	WD	View Instr
06/2006	5820	1184	$25,000	WD	View Instr
03/1993	3559	73	$100	QC	View Instr
03/1993	3342	785	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions
None

Legal Description
LT 10 BLK 77 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T2S R30/31 OR 6101 P 1350

Extra Features
None

Parcel Information

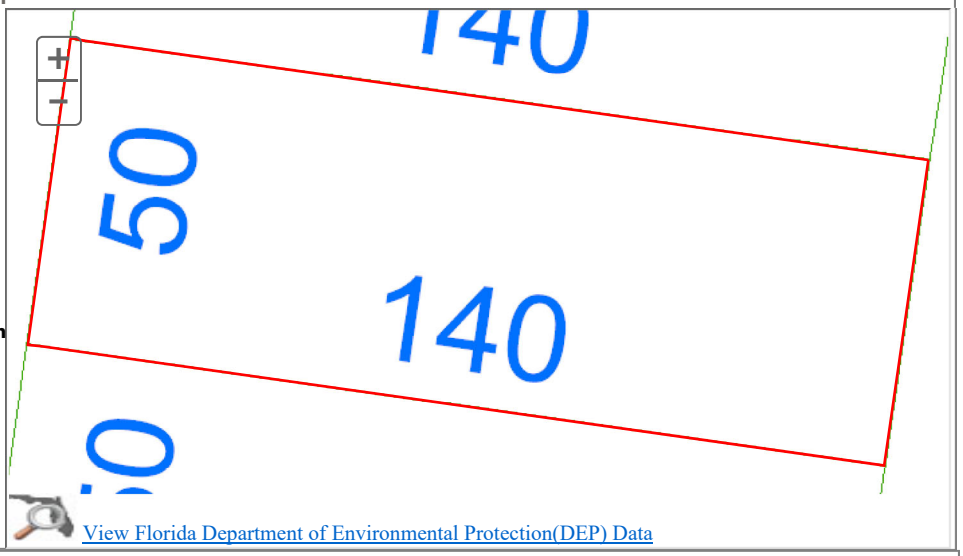
Launch Interactive Map

Section Map Id:
35-2S-31-1

Approx. Acreage:
0.1609

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

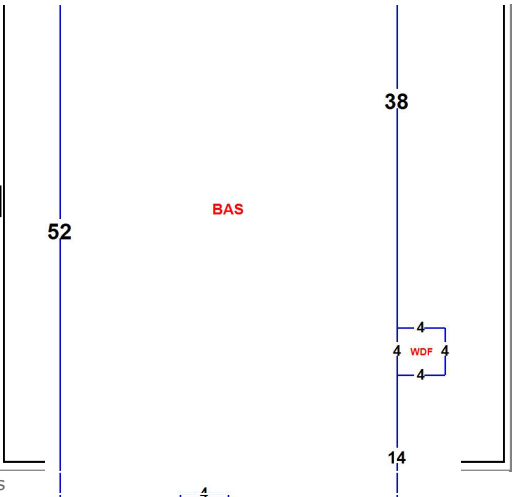
Buildings

Address:910 BREMEN AVE, Year Built: 2007, Effective Year: 2007

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*WOOD/NO SUB FLR*

HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1640 Total SF
BASE AREA - *1496*
OPEN PORCH FIN - *128*
WOOD DECK FIN - *16*



Images



9/17/02



9/17/02

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:07/08/2019 (tc.1262)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16391 **Written Communication 7. B.**
BCC Regular Meeting
Meeting Date: 07/18/2019
Issue: Environmental (Code) Enforcement Lien Relief- 20 E Carver Drive
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

May 29, 2019, communication from Kristopher E. Fernandez, P.A., Attorney at Law requesting lien relief for Bay to Gulf (owners) for property located at 20 E. Carver Drive.

Recommendation: That the Board review and consider the Lien relief request made by Kristopher E. Fernandez, attorney for owners, against 20 E. Carver Drive.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

BACKGROUND:

Property located at 20 E Carver Drive is encumbered by a Environmental (Code) Enforcement Special Magistrate Lien generated from property located at 3812 Frontera Drive and a Nuisance Abatement Lien generated from property located at 1710 Hollywood Street.

Bay to Gulf Holdings, LLC , purchased the property at a foreclosure sale which resulted from a mortgage foreclosure lawsuit filed by Forrest E Hamilton against Mark S. Scanlan and others. Bay to Gulf subsequently conveyed title to a related entity, Lower Alabama Holdings, LLC.

Kristopher E. Frenandez, P.A., is requesting all liens and citations (tickets filed as a

judgment against Mark Scanlan) be released from the property located at 20 E Carver Drive. He maintains Escambia County lost their claim to the liens during the foreclosure process.

BUDGETARY IMPACT:

Lien CE10-08-04662
Fines (one time fine) $5,000.00
Court Cost $1,100.00
Abatement Fees $6,200.00

Total Lien $12,300.00

Lien CE11-09-04356
Abatement Cost $700.00 (total amount)

Citation (ticket and judgment)
2011 CO 026060 A
$100.00

Citation (ticket and judgment)
2012 CO 025879 A
$100.00

These amounts do not include the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lien Relief 20 E Carver Dr

KRISTOPHER E. FERNANDEZ, P.A.
Attorney at Law

114 S. Fremont Avenue
Telephone (813) 832-6340
E-mail address:

Tampa, Florida 33606
Facsimile (813) 251-0438
Kfernandez@kfernandezlaw.com

May 29, 2019

Sandra F. Slay
sfslay@myescambia.com

Re: 20 E. Carver Drive, Pensacola, Florida

Dear Ms. Slay:

I understand that attorney Phillip A. Pugh was not able to resolve this matter by obtaining relief for the various liens from Escambia County. My client, Lower Alabama Holdings, LLC, has now asked me to become involved with this matter.

Bay to Gulf Holdings, LLC, purchased the property at a foreclosure sale which resulted from a mortgage foreclosure lawsuit filed by Forrest E. Hamilton against Mark S. Scanlan and others. Attached is a copy of the Certificate of Title issued by the Clerk of Court in favor of Bay to Gulf. Bay to Gulf subsequently conveyed title to a related entity, Lower Alabama Holdings, LLC. Attached is a copy of the deed from Bay to Gulf to Lower Alabama.

In his foreclosure lawsuit, Mr. Hamilton asserted that the lien of his Mortgage was superior to the County's Order in ORB 6686, Page 1924 against the property. In the Answer filed on behalf of the County, the County asserted it had an interest in the property based on the Order, but the County did not assert its Order or interest was superior to the Mortgage.

The Order in ORB 6686, Page 1952 is a re-recording of the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 is to enforce the Orders in ORB 6686, Page 1924 and ORB 6686, Page 1952. I believe that the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 are both inferior to the Mortgage and were both eliminated by the Final Judgment of Foreclosure and so my client takes free and clear of these Orders. Attached are copies of these Orders.

There are several minor liens which were not included in the foreclosure lawsuit, but Lower Alabama submits are eliminated as liens against the property it purchased at the foreclosure

sale. These other liens are in ORB 6798/599, ORB 6798/600, ORB 6816/264; ORB 6926/1183, and ORB 6929/1774. Attached are copies of these other liens.

Once again, my client states that all of the above-listed Orders and other liens are inferior to my client's ownership of the property, requests a total release of the amounts set forth in the various Orders and other liens, and that Escambia County record Releases for each of the Orders and various other liens.

I understand that you will schedule this matter before the Board unless the County Administrator can provide the relief my client is requesting through his authority.

Please let me know whether you need any additional information from me.

Very truly yours,

Kristopher E. Fernandez

Enclosures

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL ACTION

CASE NO. 2017 CA 001934

FORREST E. HAMILTON
Plaintiff

VS.

CITIBANK SOUTH DAKOTA NA ; REGIONS BANK ; STATE OF FLORIDA ; ESCAMBIA COUNTY FLORIDA ; SCANLAN, MARK S
Defendant

CERTIFICATE OF TITLE

The undersigned, Pam Childers, Clerk of the Circuit Court, hereby certifies that a certificate of sale has been executed and filed in this action on June 22, 2018 , for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida was sold to

BAY TO GULF HOLDINGS, LLC
1406 N Dale Mabry Hwy STE 300 Tampa, FL, 33607

- SEE ATTACHMENT -

The successful bid was in the amount of $29100.00.

WITNESS my hand and the official seal on this 3 day of July, 2018, as Clerk of the Circuit Court.

Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Conformed copies to all parties

Lot 7, Block 5, Carver Heights, according to the Plat thereof, recorded in Plat Book 1, Page(s) 95 and 97, of the Public Records of Escambia County, Florida.

Recorded in Public Records 02/07/2011 at 03:27 PM OR Book 6686 Page 1952, Instrument #2011008024, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 02/07/2011 at 03:12 PM OR Book 6686 Page 1924, Instrument #2011008017, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#10-08-04622
LOCATION: 3812 Frontera Circle
PR# 342S30-0295-023-003

Mark S. Scanlan
3241 Copper Ridge Lane
Cantonment, Florida 32533

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, come not present but proper notice was given as required by the ordinance and state statute, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☑ 42-196 (d) Overgrowth

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date: 2-7-11

☐ 30-203 Unsafe Building; Described as ☑ Main Structure ☑ Accessory Building(s) as to cc

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)

☑ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☑ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☑ (z) ☐ (aa) ☐ (bb) ☑ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: Mark S. Scanlon shall have until * 5:PM February 1, **2011** to correct the violation and to bring the violation into compliance. Corrective action shall include:

* Testimony from Code Enforcement Officer Jordan & ECO Wiggins established that the owner has no intention of correcting the violation. The undersigned finds that the conditions on the property are a serious threat to health and public safety. SS.

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 5,000.00 ~~per day~~; commencing Feb 1, , 2011. ~~This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law.~~ **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100 are awarded in favor of Escambia County as the prevailing party against Mark S. Sanborn.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 15th day of February, 2011.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/10/2011 at 03:56 PM OR Book 6785 Page 517, Instrument #2011079660, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-08-04622
Location: 3812 Frontera Circle
PR# 342S30-0295-023-003

Mark S Scanlan
3241 Copper Ridge Cir
Cantonment, FL 32533

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of February 01, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 (p), (t), (y), and (cc) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated February 01, 2011.

Itemized	Cost
a. Fines (one time fee)	$ 5,000.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 6,200.00
Total:	$ 12,300.00

DONE AND ORDERED at Escambia County, Florida on this 4th day of November 2011.

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 02/06/2012 at 10:45 AM OR Book 6816 Page 264, Instrument #2012008742, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
(850)595-1820

CE110904356

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Mark Scanlan located at 1710 Hollywood St. and more particularly described as:

PR#332S301300130020

S 50 FT OF LT 12 BLK 20 WEST HIGHLANDS PB 1 P 74 OR 6272 P 1829 CA 148

A field investigation by the Office of Environmental Enforcement was conducted on December 8, 2011 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$450.00
Administrative costs	$250.00
Total	$700.00

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

Recorded in Public Records 12/16/2011 at 04:51 PM OR Book 6798 Page 599, Instrument #2011089575, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2011 DEC 16 P 2:34

COUNTY CRIMINAL DIVISION
FILED & RECORDED

STATE OF FLORIDA

VS

CASE NO: 2011 CO 026060 A
CODE ENFORCMENT CITATION NO: CE110904356
/ DOB:
SOCIAL SECURITY NBR: --NOT AVAILABLE

MARK SCANLAN
3241 COPPER RIDGE CIR
CANTONMENT FL 32533

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of $100.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 15th day of December, 2011.

Joyce H. Williams
JUDGE JOYCE H WILLIAMS

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof had been furnished to defendant by delivery mail, this 16 day of December, 2011.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
By Sandy Johnson
Deputy Clerk

Dkt ID:"00080855642" / JUDCO / Case: 2011 CO 026060 A

MMCOLIEN (3/2011)

Recorded in Public Records 12/16/2011 at 04:52 PM OR Book 6798 Page 600, Instrument #2011089576, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
ERNIE LEE MAGAHA GOVERNMENTAL CENTER
CLERK OF CIRCUIT COURT PENSACOLA, FLORIDA
ESCAMBIA COUNTY, FL

2011 DEC 16 P 2:34

STATE OF FLORIDA

COUNTY CRIMINAL DIVISION
FILED & RECORDED

CASE NO: 2011 CO 026060 A

VS

CODE ENFORCMENT CITATION NO: CE110904356
/ DOB:
SOCIAL SECURITY NBR: --NOT AVAILABLE

MARK SCANLAN
3241 COPPER RIDGE CIR
CANTONMENT FL 32533

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of $100.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 15th day of December, 2011.

JUDGE JOYCE H WILLIAMS

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof had been furnished to defendant by delivery/mail this 16 day of December, 2011.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: Deputy Clerk

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: D.C
Date:

Case: 2011 CO 026060 A
00013744450
Dkt: CERTLIEN Pg#:

MMCOLIEN (3/2011)

Recorded in Public Records 10/26/2012 at 11:47 AM OR Book 6926 Page 1183, Instrument #2012082321, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2012 CO 025879 A
CODE ENFORCMENT CITATION NO: CE120803274
/ DOB:
SOCIAL SECURITY NBR: NOT AVAILABLE

MARK SCANLAN
3241 COPPER RIDGE CIR
CANTONMENT FL 32533

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2012 OCT 25 PM 3:08
COUNTY CRIMINAL DIVISION
FILED & RECORDED

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of $100.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 24th day of October, 2012

Joyce H. Williams
JUDGE JOYCE H WILLIAMS

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof had been furnished to defendant by delivery/mail, this 24 day of October, 2012

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
By: Sandy Johnson
Deputy Clerk

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: Sandy Johnson
Date: 10/26/12

Dkt ID:"00070582842" / JUDCO / Case: 2012 CO 025879 A

MMCOLIEN (3/2011)

Recorded in Public Records 11/02/2012 at 02:06 PM OR Book 6929 Page 1774, Instrument #2012084303, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2012 CO 025879 A
CODE ENFORCMENT CITATION NO: CE120803274
/ DOB:
SOCIAL SECURITY NBR: NOT AVAILABLE

MARK SCANLAN
3241 COPPER RIDGE CIR
CANTONMENT FL 32533

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2012 OCT 25 PM 3:08
COUNTY CRIMINAL DIVISION
FILED & RECORDED

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of $100.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 24th day of octob, 2012

Joyce H. Williams
JUDGE JOYCE H WILLIAMS

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof had been furnished to defendant by delivery/mail, this 24 day of October, 2012

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
By: Sandy Johnson
Deputy Clerk

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: Sandy Johnson
Date: 10/26/12

Case: 2012 CO 025879 A
00013421934
Dkt: CERTLIEN Pg#:

MMCOLIEN (3/2011)

EXHIBIT "A"

PARCEL ONE

Lot 8, Block 10, CRESCENT LAKE UNIT NO. 3, a subdivision in Escambia County, Florida, according to the plat thereof recorded in Plat Book 5, Page 7, of the Public Records of said county.

Property Address: 1007 Lake Terrace Avenue, Pensacola, FL 32505 Parcel ID: 441S301000008010

PARCEL TWO

Lot 4, Block 8, FAIRFIELD, a subdivision according to the plat thereof, recorded in Plat Book 4, Page 20, of the Public Records of Escambia County, Florida.

Property Address: 131 Vanderbilt Road, Pensacola, FL 32506 Parcel ID: 342S301141004008

PARCEL THREE

Lot 1, Block B, SECOND ADDITION TO LINCOLN PARK, according to the plat thereof recorded in Plat Book 8, Page 7, of the Public Records of Escambia County, Florida.

Property Address: 1481 Germain Street, Pensacola, FL 32534 Parcel ID: 231S302600001002

PARCEL FOUR

Lot 22, Block 2, BEL-AIR, a subdivision according to the plat thereof recorded in Plat Book 2, Page 27, of the Public Records of Escambia County, Florida.

Property Address: 204 Brigadier Street A & B, Pensacola, FL 32507 Parcel ID: 502S305020220002

PARCEL FIVE

Lot 5, Block F, EDGEWATER, according to the map or plat thereof, as recorded in Plat Book 2, Page 97, of the Public Records of Escambia County, Florida.

Property Address: 205 Frisco Road, Pensacola, FL 32507 Parcel ID: 372S301000005006

PARCEL SIX

The East one-half of Lots 3 and 4, Block 92, BEACH HAVEN SUBDIVISION, a subdivision of a Portion of Section 35, Township 2 South, Range 31 West and Section 54, Township 2 South, Range 30 West, Escambia County, Florida, as per plat thereof, recorded in Plat Book 46, Page 51, of the Public Records of Escambia County, Florida and adjacent ½ of alley plat.

Property Address: 2204 Cairo Street, Pensacola, FL 32507 Parcel ID: 352S311000030092

PARCEL SEVEN

The North 86.4 feet of Lot 2, Block 3, FIVEASH SUBDIVISION, according to the plat of said FIVEASH SUBDIVISION on file in the Official Records of Escambia County, Florida, in Plat Book 3, Page 53, Township 2 South, Range 30 West.

Property Address: 3223 W Avery Street, Pensacola, FL 32507 Parcel ID: 332S301201012003

PARCEL EIGHT

Lot 5, Block B, EDGEWATER, a subdivision of a portion of Section 37 and 38, Township 2 South, Range 30 West, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 97, of the Public Records of Escambia County, Florida.

Property Address: 406 Frisco Road, Pensacola, FL 32507 Parcel ID: 372S301000005002

PARCEL NINE

A parcel of property lying and being in Section 48, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commencing at a PRM on the Northwest Corner of Lot 25, Block C, SPRINGDALE SUBDIVISION, recorded in Plat Book 4, Page 18 of the Public Records of Escambia County, Florid; thence westerly along the south right of way line of 48th Street a distance of 190.00 feet to the point of beginning; thence continue westerly along said south right of way line of 48th Street a distance of 60.0 feet; thence southerly at an interior angle of 92 degrees 32 minutes a distance of 250.0 feet; thence easterly at an interior angle of 87 degrees 28 minutes a distance of 60.0 feet; thence northerly at an interior angle of 92 degrees 32 minutes a distance of 250.0 feet to the point of beginning.

Property Address: 665 Royce Street, Pensacola, FL 32503 Parcel ID: 481S308101002010

PARCEL TEN

Commence at the Northeast corner of Parcel "A", ELYSIAN FIELDS SUBDIVISION as recorded in Plat Book 7 at page 21 of the Public Records of Escambia County, Florida, said point being on the southerly right of way line of State Road #289-A (Fairfield Drive, 100' R/W); thence go North 78 degrees 08 minutes 00 seconds east along said southerly right of way line a distance of 563.79 feet to the point of curvature; thence go along a curve to the left being concave northwesterly and having a radius of 1005.37 feet, a delta angle of 21 degrees 33 minutes 50 seconds, an arc distance of 378.38 feet (CH=376.15', CH BRG=N 67 degrees 21'05" East) to a point on the North Line of Section 11, Township 2 South, Range 31 West; thence go North 78 degrees 02 minutes 02 seconds East along said North line a distance of 486.24 feet; thence go South 01degrees 25 minutes 29 seconds West a distance of 33.92 feet to the south right of way line of Esther Street (66' R/W); thence continue South 01 degrees 25 minutes 29 seconds West along said West line of Weather Wood West, Phase II as recorded in Plat Book 14 at Page 42 of the Public Records of Escambia County, Florida a distance of 219.00 feet to the point of beginning; thence continue South 01 degrees 25 minutes 29 seconds West along said West line a distance of 30.00 feet; thence go South 69 degrees 15 minutes 04 seconds West a distance of 118.78 feet; thence go North 01 degrees 25 minutes 29 seconds East a distance of 74.83 feet; thence go South 88 degrees 34 minutes 31 seconds East a distance of 110.00 feet to the point of beginning. The above described parcel of land is situated in Section 11, Township 2 South, Range 31 West, Escambia County, Florida.

Property Address: 7065 Weatherwood Drive, Pensacola, FL 32504 Parcel ID: 112S312206000060

PARCEL ELEVEN

Lot 22, Block J, MYRTLE GROVE WEST, UNIT #4, a subdivision of a portion of Section 10, Township 2 South, Range 31 West, Escambia County, Florida according to plat thereof filed in Plat Book 8, Page 31, of the Public Records of Escambia County, Florida.

Property Address: 7100 Moore Avenue, Pensacola, FL 32526 Parcel ID: 102S312000022010

PARCEL TWELVE

Lot 26, Block 8, MAYFAIR SUBDIVISION, according to plat thereof as recorded in Plat Book 3, Page(s) 54, of the Public Records of Escambia County, Florida.

Property Address: 79 S Madison Drive, Pensacola, FL 32505 Parcel ID: 152S301000026009

PARCEL THIRTEEN

Lot 10, Block A, KAMBREON EAST, a resubdivision of a portion of Lots 9 and 10, Block 8, a subdivision of Section 10, National Land-Sales Co., Deed Book 89, Page 369, Section 10, Township 1 South, Range 30 West, Escambia County, Florida, according to map or plat thereof as recorded in Plat Book 19, Page 5, of the Public Records of said county.

Property Address: 8437 James Taylor Lane, Pensacola, FL 32534 Parcel ID: 101S303500010001

PARCEL FOURTEEN

COMMENCE AT THE NORTHEAST CORNER OF LOT 24, EAST OF THE ROAD TO FORT BARRANCAS, BURNS PLACE, PLAT BOOK 1, PAGE 26, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, STATE OF FLORIDA, LYING AND BEING IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST FOR THE POINT OF BEGINNING; THENCE SOUTH 14°00'00" EAST ALONG THE EASTERLY LINE OF LOT 24 A DISTANCE OF 51.71 FEET; THENCE SOUTH 66°34'32" WEST FOR A DISTANCE OF 123.77 FEET TO THE APPARENT EASTERLY RIGHT OF WAY OF BURNS AVENUE; THENCE NORTH ALONG SAID RIGHT OF WAY HAVING A RADIUS OF 1219.37 FEET, A DELTA ANGLE OF 03°29'28", A CHORD BEARING OF NORTH 28°51'33" WEST, A CHORD DISTANCE OF 74.46 FEET AND A LENGTH OF 74.48 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 24 AND SAID APPARENT RIGHT OF WAY; THENCE NORTH 76°00'00" EAST ALONG SAID NORTHERLY LINE OF LOT 24 A DISTANCE OF 141.29 FEET TO THE POINT OF BEGINNING; BEING A PORTION OF LOT 24 AND LOT 27, BURNS PLACE SUBDIVISION, PLAT BOOK 1, PAGE 26 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, STATE OF FLORIDA, ALL LYING AND BEING IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 31 WEST.

Property Address: 9447 Gulf Beach Highway, Pensacola, FL 32507 Parcel ID: 153S312000000240

PARCEL FIFTEEN

Lot 71, Block A, FOX HOLLOW SUBDIVISION, being a portion of Section 13, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 16, Page 4, of the Public Records of said county.

Property Address: 8744 Ramble Woods Drive, Pensacola, FL 32514 Parcel ID: 131S301220071001

PARCEL SIXTEEN

North 35 feet of the North 70 feet of Lots 1 and 2, Block 57, EAST KING TRACT, City of Pensacola, Escambia County, Florida.

Property Address: 1309 6th Avenue N, Pensacola, FL 32503 Parcel ID: 000S009020012057

PARCEL SEVENTEEN

Lot 16, Block 1, MEADOWBROOK, being a portion of Section 35, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 4, Page 7, of the Public Records of said County.

Property Address: 7 Adkinson Drive, Pensacola, FL 32506 Parcel ID: 352S306100016001

PARCEL EIGHTEEN

Lot 2, Block 4, of THIRD ADDITION TO HIGHLAND TERRACE, a subdivision of a portion of Sections 4 and 5, Township 2 South, Range 30 West, according to plat as recorded in Plat Book 3, Page 91, of the Public Records of Escambia County, Florida.

Property Address: 116 Altamont Road, Pensacola, FL 32503 Parcel ID: 042S302051002004

PARCEL NINETEEN

Lot 25, of an unrecorded subdivision described as follows: Commencing at the southwest corner of Lot 7 of a subdivision of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, lying west of the L & N Railroad as recorded in Deed Book 2, Page 90,; thence run East along the south line of Lot 7 a distance of 375.0 feet; thence North at right angles a distance of 20.00 feet for the point of beginning of this description; thence continue North 145.0 feet; thence East at right angles 75.0 feet; thence South at right angles 145.0 feet; thence West at right angles 75.0 feet to the point of beginning. Less Road right of way previously conveyed to the State of Florida.

Property Address: 112 W Burgess Road, Pensacola, FL 32503 Parcel ID: 211S301101025007

PARCEL TWENTY

Lot 24, Block A, 2ND ADDITION, LI-FAIR ESTATES, according to plat thereof, as recorded in Plat Book 9, Page 74, of the Public Records of Escambia County, Florida.

Property Address: 613 Carondelay Drive, Pensacola, FL 32506 Parcel ID: 122S313500024001

PARCEL TWENTY-ONE

Lot 7, Block 5, CARVER HEIGHTS, according to plat thereof, recorded in Plat Book 1, Page(s) 95 and 97, of the Public Records of Escambia County, Florida.

Property Address: 20 E Carver Drive, Pensacola, FL 32507 Parcel ID: 502S305050070005

PARCEL TWENTY-TWO

Lot 59, Block W, OAK FOREST, a subdivision of a portion of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, according to plat thereof as recorded in Plat Book 10, at Page 100, of the Public Records of said county, Florida.

Property Address: 7752 Deborah Drive, Pensacola, FL 32514 Parcel ID: 211S302700590023

PARCEL TWENTY-THREE

A parcel of land in Section 34, Township 2 South, Range 30 West, described as follows: Commence at the Northeast corner of Lot 7 Block 2 of Fairfield Subdivision as recorded in Plat Book 4 at Page 20 of the Public Records of Escambia County, (Said point also being the Southeast corner of Lot 9 Block 6 of Westover Heights Subdivision as recorded in Plat Book 1 at Page 58); thence go North 89°37'0" W for 100.5 feet to the Point of Beginning of this description; thence continue N 89°37'00" W for 100 feet; thence N 00°00'00" E for 273.15 feet more or less to the South Right-of-Way line of Fairfield Drive (State Road #289-A); thence N 69°29'46" E along said South Right-of-Way line for 7.41 feet; thence S 18°36'30" E for 291.1 feet, more or less, to the Point of Beginning.

PLUS the following property: Lot seven (7), block six (6), Westover Heights, being a sub-division of a portion of section thirty-four (34), township two (2) south, range thirty (30) west.

LESS the following property: That portion of Lot 7 in block 6, Westover Heights Subdivision, recorded in Plat Book 1, at page 58, and being a parcel of land in Section 34, Township 2 South, Range 30 West, described as follows: Commence at the southwest corner of Lot 7, in block 6, in Westover Heights; thence South 89 degrees 37 minutes 00 seconds East along the rear lot line for 100.08 feet to the point of beginning; thence North 89 degrees 37 minutes 00 seconds West a distance of 100.08 feet; thence North 0 degrees 00 minutes East a distance of 235.09 feet, more or less to the Southerly right of way line of Fairfield Drive; thence Northeasterly along said right of way for 9 feet; thence Southeasterly along a chain fence to the point of beginning.

LESS the property described in Deed Book 482, Page 84, of the official records of Escambia County, Florida.

Property Address: 4823 W Fairfield Drive, Pensacola, FL 32506 Parcel ID: 342S300060070006

PARCEL TWENTY-FOUR

Lots 3 and 4, Block 58, WEST KING TRACT, City of Pensacola, according to plat thereof copyrighted by Thomas C. Watson in 1906, on file in the office of the Clerk of the Circuit Court, Escambia County, Florida.

Property Address: 504 N G Street, Pensacola, FL 32501 Parcel ID: 000S009060003058

PARCEL TWENTY-FIVE

Lot 6, Block 5, FIVEASH SUBDIVISION, a subdivision of a portion of Lot 5 of the Brainard-McIntyre Subdivision, Section 33, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 3, Page 53, of the Public Records of Escambia County, Florida.

Property Address: 1604 Gary Avenue, Pensacola, FL 32505 Parcel ID: 332S301201006005

PARCEL TWENTY-SIX

The East 34 feet of Lot 16 and the West 35 feet of Lot 17, in Block "F", NORTH HILL RESUBDIVISION, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, in Escambia County, Florida, according to plat of said subdivision of record in said county, in Plat Book 1, Page 62. All lying and being outside the city limits of the City of Pensacola in Escambia County, Florida.

Property Address: 700 W Hernandez Street, Pensacola, FL 32501 Parcel ID: 182S303101016006

PARCEL TWENTY-SEVEN

Lot 11, Block 1, CHARBAR LAKE SUBDIVISION, a subdivision of a portion of Section 13, Township 2 South, Range 30 West, according to amended plat of a portion of CHARBAR LAKE SUBDIVISION recorded in Plat Book 5 at 72, of the Public Records of Escambia County, Florida.

Property Address: 2115 Pullman Circle, Pensacola, FL 32526 Parcel ID: 132S304100011001

PARCEL TWENTY-EIGHT

The North 22.87 feet of Lot 7 and the South 15.25 feet of Lot 8, Block 158, WEST KING TRACT in the City of Pensacola, Florida, according to map of said city copyrighted by Thomas C. Watson in 1906, on file in the office of the Clerk of the Circuit Court, Escambia County, Florida.

Property Address: 922 N Q Street, Pensacola, FL 32505 Parcel ID: 000S009060070158

PARCEL TWENTY-NINE

Lot 2, Block 5, NORWOOD, a subdivision of a portion of Section 35, Township 1 South, Range 30 West, according to plat thereof recorded in Plat Book 4 at 57, of the Public Records of Escambia County, Florida.

Property Address: 277 Saint Augustine Avenue, Pensacola, FL 32503 Parcel ID: 351S305000002005

PARCEL THIRTY

A PORTION OF LOT 8, BLOCK "B" SHOAL CREEK VILLAS, BEING A PORTION OF SECTIONS 14 AND 16, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 12, PAGE 81 OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A 4X4 INCH CONCRETE MONUMENT #3439 AT A PI IN THE SOUTH LINE OF LOT 8, BLOCK "B" SHOAL CREEK VILLAS, BEING A PORTION OF SECTIONS 14 AND 16, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 12, PAGE 81 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 76°14'56" WEST ALONG THE SOUTH LINE OF AFORESAID LOT 8 A DISTANCE OF 64.49 FEET; THENCE NORTH 00°50'41" EAST A DISTANCE OF 53.10 FEET; THENCE NORTH 44°41'53" EAST ALONG A LINE RUNNING THROUGH A PARTY WALL A DISTANCE OF 69.76 FEET; THENCE NORTH 23°39'31" EAST A DISTANCE OF 38.49 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT OF WAY LINE OF SHOAL CREEK COURT (60 FOOT RIGHT OF WAY) WITH THE RADIUS OF 50.00 FEET (DELTA = 18°28'19", CHORD LENGTH = 16.05 FEET), CHORD BEARING = SOUTH 79°49'46" EAST); THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 16.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°50'41" WEST ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 150.64 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 89°18'32" WEST ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 16.23 FEET TO THE POINT OF BEGINNING.

Property Address: 8865 Shoal Creek Court, Pensacola, FL 32514 Parcel ID: 141S307200080002

PARCEL THIRTY-ONE

Lot 9, Block B, Unit 1, OAKCLIFF ESTATES SUBDIVISION, according to the plat thereof recorded in Plat Book 7, Page 60, lying and being in Section 10, Township 2 South, Range 31 West, of the Public Records of Escambia County, Florida.

Property Address: 7120 Windsor Oak Drive, Pensacola, FL 32526 Parcel ID: 102S313000009002

PARCEL THIRTY-TWO

Lot 10, Block C, WHISPERING OAKS, according to the plat thereof, as recorded in Plat Book 8, Page 36, of the Public Records of Escambia County, Florida.

Property Address: 3731 Frontera Circle, Pensacola, FL 32505 Parcel ID: 342S300295010003

PARCEL THIRTY-THREE

Lot 3, Block G, FIRST HARVESTER'S HOME ADDITION, as shown on the plat of said subdivision recorded in Plat Book 2, Page 29, of the Public Records of Escambia County, Florida.

LESS AND EXCEPT THE FOLLOWING: Commence at the Southeast corner of said Lot 3, Block G, FIRST HARVESTER'S HOME ADDITION; thence West along the south line of said Lot 3 a distance of 75.14 feet; thence deflect right 89 degrees 24 minutes 00 seconds a distance of 39.56 feet; thence deflect 89 degrees 43 minutes 23 seconds a distance of 65.92 feet to the east line of said Lot 3, thence deflect right 77 degrees 31 minutes 17 seconds along said East line a distance of 41.75 feet to the Point of beginning.

Property Address: 210 Wegner Avenue, Cantonment, FL 32533 Parcel ID: 101N314101031007

PARCEL THIRTY-FOUR

Lot 24, Block 20, SECOND ADDITION MAYFAIR, a Subdivision of a portion of Section 15, Township 2 South, Range 30 West, according to the Plat thereof, as recorded in Plat Book 4, Page 53, of the Public Records of Escambia County, Florida.

Property Address: 1022 Trenton Drive, Pensacola, FL 32505 Parcel ID: 152S301000024021

PARCEL THIRTY FIVE

LOT 24 IN BLOCK 6, AERO VISTA, A SUBDIVISION OF PART OF SECTIONS 50 AND 51, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 31 OF THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA.

Property Address: 1300 Poppy Avenue, Pensacola, FL 32507 Parcel ID: 502S305000024006

PARCEL THIRTY SIX

The East 60 feet of Lots 20, 21 and 22 and the East 60 feet of the South 18 feet 5 inches of Lot 19, Block 184, WEST KING TRACT, lying outside the City of Pensacola according to map of city copyrighted by Thomas C. Watson in 1906 the numbering Lots in Block 184 being in accordance with the numbering of Block 105 in said WEST KING TRACT.

Property Address: 2400 Gadsden Street, Pensacola, FL 32505 Parcel ID: 000S009060020184

PARCEL THIRTY SEVEN

The East 28.57 feet of the West 53.57 feet of Lots 13 through 16, inclusive, Block 21, WEST KING TRACT, according to map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906, of the Public Records of Escambia County, Florida.

Property Address: 905 Belmont Street, Pensacola, FL 32501 Parcel ID: 000S009060132021

PARCEL THIRTY EIGHT

Lot 16, Block 18, MONTCLAIR UNIT NO. 2, a subdivision according to the plat thereof recorded in Plat Book 4, Page 100, all lying and being in Sections 10 and 12, Township 2 South, Range 30 West, of the Public Records of Escambia County, Florida.

Property Address: 926 Montclair Road, Pensacola, FL 32505 Parcel ID: 102S301000016018

PARCEL THIRTY NINE

Lot 12, Block 4, FIRST ADDITION TO EDGEWATER SUBDIVISION, a subdivision according to the plat thereof recorded in Plat Book 3, Page 6, of the Public Records of Escambia County, Florida.

Property Address: 606 Chaseville Street, Pensacola, FL 32507 Parcel ID: 372S301001012005

PARCEL FORTY

Commence at the Northwest Corner of Lot 31, NATIONAL LAND SALES COMPANY'S SUBDIVISION in Section 25 and 27, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat of said subdivision recorded in Deed Book 89, at Page 226, of the Public Records of said county; thence run South along the West line of said Lot 31 for 143.90 feet; thence 89 degrees 49 minutes left for 489.59 feet to the Point of Beginning; thence continue along same line for 80 feet; thence 90 degrees left for 128.9 feet; thence 90 degrees left for 80 feet; thence 90 degrees left for 128.9 feet to the Point of beginning.

Property Address: 61 W Pinestead Road, Pensacola, FL 32503 Parcel ID: 271S303101002030

PARCEL FORTY-ONE

Lot 2, Block A, GRENETREE UNIT IV, a subdivision in a portion of the Joseph Cruzat and Francisco DeVillier Grant, Section 39, Township 1 South, Range 30 West, according to plat thereof as recorded in Plat Book 13, Page 18, of the Public Records of Escambia County, Florida.

Property Address: 6412 Bellview Pines Place, Pensacola, FL 32526 Parcel ID: 391S305800002001

PARCEL FORTY-TWO

Lot 24, Block 7, LAKEWOOD SUBDIVISION, being a part of the Pedro Palao Grant, Section 59, Township 2 South, Range 30 West, according to the plat thereof recorded in Plat Book 2, Page 30, 30-A, 30-B, 30-C, 30-D, AND 30-E, of the Public Records of Escambia County, Florida.

Property Address: 217 Ada Wilson Avenue, Pensacola, FL 32507 Parcel ID: 592S301000024007

PARCEL FORTY-THREE

Lot 3, Block 277, North Mulworth, being a portion of Section 33, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 1 at Page 51, of the Public Records of said county.

Property Address: 1205 Grandview Street, Pensacola, FL 32505 Parcel ID: 332S303301003277

PARCEL FORTY-FOUR

A PORTION OF LOT 2, BLOCK B, IN THE PORTION OF ABB SUBDIVISION LOCATED IN SECTION 10, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID ABB SUBDIVISION RECORDED IN PLAT BOOK 1 AT PAGE 82 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK B; THENCE RUN NORTH ALONG THE EAST LINE OF LONG STREET AND AN EXTENSION THEREOF, FOR 118.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00' EAST ALONG SAID R/W FOR 20.00 FEET; THENCE RUN SOUTH 89°57'20" EAST FOR 100.00 FEET; THENCE RUN SOUTH 00°00' EAST FOR 20.00 FEET; THENCE RUN NORTH 89°57'20" WEST FOR 100.00 FEET TO THE POINT OF BEGINNING.

Property Address: 6308 Long Street, Pensacola, FL 32504 Parcel ID: 101S293101102002

PARCEL FORTY-FIVE

Lot 35, Block 17, SECOND ADDITION MAYFAIR, according to the Plat thereof, as recorded in Plat Book 4, Page 53, of the Public Records of Escambia County, Florida.

Property Address: 1104 Revere Drive, Pensacola, FL 32505 Parcel ID: 152S301000035018

PARCEL FORTY-SIX

Lot 24, Block 13, Crescent Lake Unit No. 3, Section 44 and 52, Township 1 South, Range 30 West, according to plat thereof as recorded in Plat Book 5, Page 7, of the Public Records of Escambia County, Florida.

Property Address: 913 Rock Creek Avenue, Pensacola, FL 32505 Parcel ID: 441S301000024013

PARCEL FORTY-SEVEN

Lot 10, Block 1, LIVE OAK TERRACE, according to the Plat recorded in Plat Book 4, Page 31, of the Public Records of Escambia County, Florida.

Property Address: 19 St Regis Drive, Pensacola, FL 32505 Parcel ID: 152S301000035018

PARCEL FORTY-EIGHT

Lot 4, Block 8, of CRESCENT LAKE Unit No. 3, according to plat thereof, as recorded in Plat Book 5, Page 7, of the Public Records of Escambia County, Florida.

Property Address: 908 Rock Creek Ave, Pensacola, FL 32505 Parcel ID: 441S301000004008

PARCEL FORTY-NINE

Lot 3, Block E, 1st Addition to Oakcrest, according to plat thereof as recorded in Plat Book 3, Page 44, of the Public Records of Escambia County, Florida.

Property Address: 1 Wyoming Drive, Pensacola, FL 32505 Parcel ID: 152S306200030005

PARCEL FIFTY

Lot 15, Block F, 1st Addition to Oakcrest, according to plat thereof as recorded in Plat Book 3, Page 44, of the Public Records of Escambia County, Florida.

Property Address: 4 Wyoming Drive, Pensacola, FL 32505 Parcel ID: 152S306200015006

RE: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Kia M. Johnson
Thu 4/25, 8:49 AM
Kristopher Fernandez <kfernandez@kfernandezlaw.com>; papugh@la+2 more

Reply all |

You replied on 4/30/2019 10:17 AM.

Mr. Fernandez:

Did Mr. Pugh already attempt to take this matter before the Board of County Commissioners? I am not sure what you mean when you say he was unable to resolve this matter by obtaining relief.

The County does not dispute that a proper mortgage foreclosure would have extinguished any inferior liens that were included in the foreclosure lawsuit. However, there have been instances in which a defect in the foreclosure has allowed our liens to survive. Therefore, I do not take any position with respect to what liens did or did not survive the foreclosure.

The relief you seek is certainly available, it is just not available at the staff level. The County Administrator can only grant relief from the lien created by the orders recorded at Book 6686, Page 1924; Book 6686, Page1952; and Book 6785, Page 517. That would still leave all of the other liens you seek to have released. The County Administrator does not have the authority to release those kinds of liens in any event. Moreover, the County Administrator would not be able to accept less than the total amount of hard abatement costs in order to release that one lien batch.

Only the Board of County Commissioners can provide the relief that your client seeks.

I have included the contact information for Sandra Slay in my previous email, if you are interested in being placed on the Board's agenda. She is also copied to this email.

Thank you,

Kia M. Johnson
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

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From: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Sent: Friday, April 19, 2019 3:40 PM
To: Kia M. Johnson <KMJOHNSON@myescambia.com>
Cc: papugh@lawpensacola.com
Subject: RE: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Dear Ms. Johnson:

I understand that Phillip A. Pugh was not able to resolve this matter by obtaining relief for the various liens from Escambia County. My client, Bay to Gulf Holdings, LLC, has now asked me to become involved with this matter again.

As I previously advised your office in my earlier e-mail , Bay to Gulf purchased the property at a foreclosure sale. Attached are documents which I sent your office with my previous e-mail. In the foreclosure lawsuit, the lender's attorney asserted that the lender's Mortgage is superior to the County's Order in ORB 6686, Page 1924 against the property. In the Answer filed on behalf of the County, the County asserted it had an interest in the property based on the Order, but the County did not assert its Order or interest was superior to the Mortgage.

The Order in ORB 6686, Page 1952 is a re-recording of the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 is to enforce the Orders in ORB 6686, Page 1924 and ORB 6686, Page 1952. I believe that the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 are inferior to the Mortgage, were eliminated by the Final Judgment of Foreclosure and so my client takes free and clear of these Orders.

There are several minor liens which were not included in the foreclosure lawsuit, but Bay To Gulf submits are eliminated as liens against the property it purchased at the foreclosure sale. These other liens are in ORB 6798/599, ORB 6798/600, ORB 6816/264; ORB 6926/1183, and ORB 6929/1774.

Is it the County's legal position that any or all of the above-listed liens survived the foreclosure lawsuit and the issuance of the Certificate of Title, are superior to my client's ownership of the property and remain as liens against my client's property?

If the County believes that some or all of the above-listed liens remain as liens against my client's property, please advise me:

1. Which lien or liens survive?
2. What is the legal basis, either statutory or by case law, on which the County bases its opinion?

Kristopher E. Fernandez, Esquire
Florida Bar Board Certified Real Estate Attorney
114 S. Fremont Avenue
Tampa, FL 33606
(813) 832-6340
(813) 601-3257 (after hours)
(813) 251-0438 (fax)

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From: Kia M. Johnson [mailto:KMJOHNSON@myescambia.com]
Sent: Tuesday, February 05, 2019 10:16 AM
To: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Cc: Shawn S. Hunter <sshunter@myescambia.com>
Subject: RE: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Mr. Fernandez:

Thank you for your email. For the reasons set forth below, I am unable to accept your client's offer of $500 and your request will likely require a vote at a meeting of the Escambia County Board of County Commissioners.

There are two methods of obtaining relief from county liens. The first method involves invoking the authority of the County Administrator. The Board of County Commissioners has granted the County Administrator the authority to grant relief from the *administrative fines* associated with any county code enforcement lien. However, only the Board of County Commissioners can waive any hard costs associated with county liens. Therefore, the second method of relief involves invoking the authority of the Board of County Commissioners.

Absent a vote of the commissioners, the County Administrator's authority is limited to granting relief from the following lien associated with 3812 Frontera Circle:

- Lien created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 6686 at Pages 1924 and 1952, and Official Record Book 6785 at Page 517 of the public records of Escambia County, Florida (CE#10-08-04622).

With respect to this lien, the County Administrator is authorized to execute a Partial Release of Lien in exchange for payment in the amount of $6,750 (the total amount of hard abatement costs remaining after waiving the administrative fine). Please note that in addition to this amount, the Clerk is required to collect certain other administrative costs associated with processing and recording the release.

Although the Board of County Commissioners has delegated authority to the County Administrator to grant relief from daily administrative fines that have accrued on code enforcement liens, that authority to grant lien relief without further Board action applies *only* to daily fines. Some liens at issue here involve no daily fines but are instead comprised exclusively of hard abatement costs or are the result of civil citations being converted to judgments. Based on the above, the County Administrator cannot grant your request for relief from the following liens:

- Lien created by Judgment against Mark Scanlan for code enforcement civil penalty, recorded in Official Record Book 6798 at Pages 599 and 600 of the public records of Escambia County, Florida. Specifically, this lien relates to 1710 Hollywood Street (CE#11-09-04356 and civil case #2011 CO 026060A).

- Nuisance Abatement Lien recorded in Official Record Book 6816 at Page 264 of the public records of Escambia County, Florida. Specifically, this lien relates to 1710 Hollywood Street (CE#11-09-04356).

- Lien created by Judgment against Mark Scanlan for code enforcement civil penalty, recorded in Official Record Book 6926 at Page 1183 and Official Record Book 6929 at Page 1774 of the public records of Escambia County, Florida. Specifically, this lien relates to 1710 Hollywood Street (CE#12-08-03274 and civil case #2012 CO 025879A).

Relief from the above-listed liens would require action from the Board of County Commissioners. If you would like to be placed on the Board's agenda, please contact Sandra Slay at (850) 595-1824 or sfslay@myescambia.com.

We have also received a request for lien relief from an attorney named Phillip A. Pugh (papugh@lawpensacola.com; Telephone: 850-432-9818). He represents Lower Alabama Holdings, LLC and his client is the current record owner of the property. Since you both are requesting relief from the same liens, I wasn't sure if you wanted to reach out to him in this regard.

Please let me know how you would like to proceed.

Thank you,

Kia M. Johnson
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

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From: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Sent: Monday, February 4, 2019 4:33 PM
To: Kia M. Johnson <KMJOHNSON@myescambia.com>
Cc: Bob Schoepflin <hothomedeals@yahoo.com>
Subject: FW: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Dear Ms. Johnson:

I represent Bay to Gulf Holdings, LLC, which purchased the above-referenced property at a foreclosure sale. The following matters should have been included in the foreclosure lawsuit and eliminated as liens against the title to the property my client purchased.

6686/1952
6785/517
6798/599 - ticket $100
6798/600 - ticket $100
6816/264 - Nuisance Abatement $700
6926/1183 - ticket $100
6929/1774 - ticket - $100

I have told my client that it could file a re-foreclosure lawsuit and eliminate these matters. My client is willing, however, to pay Escambia County $500.00 in order to have the County record a Release of these liens as to my client's property.

Please let me know at your earliest convenience.

Kristopher E. Fernandez, Esquire
Florida Bar Board Certified Real Estate Attorney
114 S. Fremont Avenue
Tampa, FL 33606
(813) 832-6340
(813) 601-3257 (after hours)
(813) 251-0438 (fax)

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From: Kristin D. Hual [mailto:KDHUAL@myescambia.com]
Sent: Friday, February 01, 2019 3:37 PM

To: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Cc: Kia M. Johnson <KMJOHNSON@myescambia.com>; Peyton A. Cook <PACOOK@myescambia.com>
Subject: RE: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Mr. Fernandez,
The County would certainly be willing to entertain an offer from your client in exchange for a release. Ms. Johnson is the attorney in our office who may assist you with a release. She is copied on this reply, and I attached the original complaint with the County's liens for her reference.

Please let me know if I may be of additional assistance.

Kristin D. Hual
Senior Assistant County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979



From: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Sent: Friday, February 1, 2019 1:47 PM
To: Kristin D. Hual <KDHUAL@myescambia.com>
Subject: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Dear Ms. Hual:

I represent Bay to Gulf Holdings, LLC., the purchaser of the property which was the subject of the foreclosure lawsuit referr3ed to in the attached documents.

My client is now selling the property and the title company is requiring the clearance of the Orders in ORB 6686, Page 1952 and ORB 6785, Page 517.

In the foreclosure lawsuit, the lender's attorney asserted that his client's Mortgage is superior to the County's Order in ORB 6686, Page 1924 against the property.

In the Answer you filed on behalf of the County, the County asserted it had an interest in the property based on the Order, but it does not appear that the County asserted its Order was superior to the Mortgage.

The Order in ORB 6686, Page 1952 is a re-recording of the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 is to enforce the Orders in ORB 6686, Page 1924 and ORB 6686, Page 1952.

I believe that the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 are inferior to the Mortgage, were eliminated by the Final Judgment of Foreclosure and so my client takes free and clear of these Orders.

Attached for your convenience are the Complaint, the Answer filed by the County, all three recorded matters and the Final Judgment of Foreclosure.

My client requests that Escambia County file a Release of the Orders in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517, as to the property purchased by my client at the foreclosure sale.

Please let me know whether Escambia County will agree to file the Release as to the two Orders as to my client's property.

Thank you for your assistance with this matter.

Kristopher E. Fernandez, Esquire
Florida Bar Board Certified Real Estate Attorney
114 S. Fremont Avenue
Tampa, FL 33606
(813) 832-6340
(813) 601-3257 (after hours)
(813) 251-0438 (fax)

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Application for Relief from Environmental Enforcement Lien

Due to the volume of requests for relief from environmental enforcement liens received by Escambia County, applicants are asked to provide the information in Part I below in order to ensure that their application can be processed in a timely manner.

Part I (to be completed by the Applicant)

Please provide the following information:

A. Name, address, and telephone number of the person completing this form:

Lower Alabama Holdings, LLC c/o Phillip A. Pugh, Esq., 40 South Palafox Street, Third Floor, Pensacola, FL 32502 (850) 432-9818 Telephone

B. The street address or tax account number for the property that is the subject of your request.

20 East Carver, Pensacola, FL 32507

C. The full legal name of the current owner of the property referenced in section B:

Lower Alabama Holdings, LLC

D. Attach to this form a copy of the current owner's recorded deed or certificate of title.

E. Attach to this form a copy of the recorded environmental enforcement lien(s) that you believe have attached to the property.

F. Attach to this form a brief explanation of why you think the County should approve your request.

Part II (to be completed by the Division of Environmental Code Enforcement)

A. Are conditions on the property in compliance with the requirements of the Escambia County Code of Ordinances?

☒ Yes

☐ No (describe) _____

B. The following costs and fines have accrued on the lien(s) referenced in Part I.

Court Costs: Liens on other properties

Abatement Costs: created by Former

Administrative Fines: Owner

LBWB

LITVAK BEASLEY WILSON & BALL LLP

ATTORNEYS AT LAW

KRAMER A. LITVAK *‡
ROBERT O. BEASLEY
PAUL A. WILSON†
BRADEN K. BALL, JR.

226 East Government Street
Pensacola, Florida 32502-3503

TELEPHONE:(850) 432-9818
FACSIMILE: (850) 432-9830

PENNY HENDRIX
PHILLIP A. PUGH †
DEWITT D. CLARK

†ALSO ADMITTED IN ALABAMA
‡LL.M. IN TAXATION
*BOARD CERTIFIED TAX ATTORNEY

January 3, 2019

The Office of Environmental Enforcement
Attn: Sandra Slay, Division Manager
via e-mail to sfslay@myescambia.com

RE: Appeal of Fines for 20 E. Carver Street, Pensacola, FL

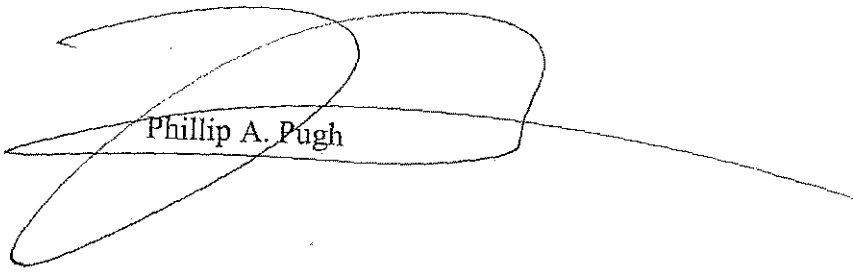
Dear Mrs. Slay,

I represent Lower Alabama Holdings, LLC ("LAH"). LAH acquired the property located at 20 E. Carver on October 1, 2018 from Bay to Gulf Holdings, LLC, who in turn acquired the property by purchasing it at foreclosure sale in June, 2018. Prior to this, it was owned by Mark S. Scanlan.

My client has discovered that the County assessed liens against Mr. Scanlan for other properties he previously owned. Specifically, in reference to 3812 Frontera Circle, a lien was assessed against Mr. Scanlan in Case No. CE#10-08-04622 for which we understand a total amount of $11,879.00 may be due. There is also a lien associated with 1710 Hollywood St in Case No.: CE11-09-04356 for which we understand $1,043.79 may be due. Finally, there are liens in Case No.: 2011 CO 026060A and 2012 CO 025879A each in the original amount of $100.00. As to these last two, the address of the subject property is not apparent from the face of the lien documents. I have attached copies of the payoff quotes for all four liens, for ease of reference.

My client promptly alleviated all problems at 20 E. Carver Street upon acquisition. As these liens were the result of the actions of a prior owner and are either primarily or exclusively associated with different properties, I am writing to request that the County waive the fines associated with these liens. Please let me know what I can do to further this request.

Sincerely,



Recorded in Public Records 10/1/2018 2:57 PM OR Book 7975 Page 1554, Instrument #2018078299, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $78.00 Deed Stamps $0.70

Prepared by and return to:
Kristie Jordan
Achieve Title Services, LLC
1406 N. Dale Mabry Hwy, Suite 100
Tampa, FL 33607

File Number: 1007

(Space Above This Line For Recording Data)

Quit Claim Deed

This Quit Claim Deed made this 1 day of October, 2018, between **Bay to Gulf Holdings, LLC, a Florida Limited Liability Company**, whose post office address is **1406 N Dale Mabry Hwy, Suite 300, Tampa, FL 33607**, grantor, and **Lower Alabama Holdings, LLC, a Florida Limited Liability Company** whose post office address is **1406 N Dale Mabry Hwy, Suite 300, Tampa, FL 33607**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described lands, situate, lying and being in the **Escambia County, Florida**, to-wit:

PLEASE SEE ATTACHED EXHIBIT "A"

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Kristie Jordan

Witness Name: Stephanie Hall

Bay to Gulf Holdings, LLC, a Florida Limited Liability Company

By Christopher R. Smith, Its Managing Member

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me this 1 day of October, 2018, by **Christopher R. Smith, Managing Member of Bay to Gulf Holdings, a Florida Limited Liability Company**, who is personally known to me.

Notary Public

Printed Name:

My Commission Expires:

KRISTIE JORDAN
MY COMMISSION # GG 188013
EXPIRES: June 20, 2022
Bonded Thru Notary Public Underwriters

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
2008 NUISANCE ABATEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Date Of Lien 02/06/2012

Recording Fee
$6.00
$10.50
$15.00
$18.50

Official Records Book: 6816 Page: 264 View Image

Foreclosure

Original Principal $700.00 Date Of Payoff 01/31/2019

Interest Rate
6 percent
8 percent

Submit Reset Clear

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
$700.00	2521	$301.29	$18.50	$10.00	$7.00	$7.00	$1,043.79

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6686 Page: 1952 View Image

Start Date 12/19/2018 Court Cost 550.00

Reimbursement Recording Fee Order 44.00 Reimbursement Recording Fee Lien 44.00

Amended Order ☑ Copies 7.00 Certified Abatement Costs 6,200.00

Fine Per Day $5,000.00 Date Of Payoff 12/20/2018

Submit Reset Clear

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
$5,000.00	1	$5,000.00	$550.00	$105.00	$10.00	$7.00	$7.00	$6,200.00	$11,879.00

3812 Frontera Circle
CE # 10-08-04622

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
2008 NUISANCE ABATEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Date Of Lien 02/06/2012

Recording Fee
- $6.00
- $10.50
- $15.00
- $18.50

Official Records Book: 6816 Page: 264 View Image

Foreclosure

Original Principal $700.00 Date Of Payoff 01/31/2019

Interest Rate
- 6 percent
- 8 percent

Submit Reset Clear

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
$700.00	2521	$301.29	$18.50	$10.00	$7.00	$7.00	$1,043.79

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

To: Pam Larkin

From: Escambia County Clerk of Court
Criminal Division

Re: Mark Scanlan
Cancellation of Judgment Amount

Citation/ticket

Date: 12/27/2018

Per your request this is the pay-off amount with a pay-off date good through **12/27/2018** with per diem of 0.013014.

Case Number: **2012 CO 025879 A**

$	100.00	- Principal
$	29.35	- Interest
$		- Collection Services Inc. (If applicable)
$	17.00	- Cancellation Fee
Total: $	146.35	

Book Number(s): 6926 Page Number(s): 1183
Book Number (s): 6929 Page Number(s): 1774

Make payable to : PAM CHILDERS, CLERK OF COURT
Send payment to: Attn: Criminal Division
190 W. Government Street
P.O. Box 333
Pensacola, Fl 32591-0333

Initials: smr

PLEASE RETURN THIS FORM WITH PAYMENT

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

To: Pam Larkin

From: Escambia County Clerk of Court
Criminal Division

Re: Mark Scanlan
Cancellation of Judgment Amount

citation / ticket

Date: 12/27/2018

Per your request this is the pay-off amount with a pay-off date good through **12/27/2018** with per diem of 0.013014.

Case Number: **2011 CO 026060 A**

$	100.00	- Principal
$	33.43	- Interest
$		- Collection Services Inc. (If applicable)
$	17.00	- Cancellation Fee
Total: $	150.43	

Book Number(s): 6798 Page Number(s): 599 and 600

Make payable to : PAM CHILDERS, CLERK OF COURT
Send payment to: Attn: Criminal Division
190 W. Government Street
P.O. Box 333
Pensacola, Fl 32591-0333

Initials: smr

PLEASE RETURN THIS FORM WITH PAYMENT

FW: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Shawn S. Hunter
Today, 8:39 AM
Sandra F Slay; Kia M. Johnson

Reply all

Inbox

You replied on 3/6/2019 8:52 AM.

Sam,

Here is the last correspondence we have on 20 E Carver Drive.

Shawn S. Hunter, Administrative Assistant to
Kia M. Johnson, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

From: Kia M. Johnson <KMJOHNSON@myescambia.com>
Sent: Tuesday, February 05, 2019 9:16 AM
To: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Cc: Shawn S. Hunter <sshunter@myescambia.com>
Subject: RE: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Mr. Fernandez:

Thank you for your email. For the reasons set forth below, I am unable to accept your client's offer of $500 and your request will likely require a vote at a meeting of the Escambia County Board of County Commissioners.

There are two methods of obtaining relief from county liens. The first method involves invoking the authority of the County Administrator. The Board of County Commissioners has granted the County Administrator the authority to grant relief from the *administrative fines* associated with any county code enforcement lien. However, only the Board of County Commissioners can waive any hard costs associated with county liens. Therefore, the second method of relief involves invoking the authority of the Board of County Commissioners.

Absent a vote of the commissioners, the County Administrator's authority is limited to granting relief from the following lien associated with 3812 Frontera Circle:

- Lien created by the orders of the Environmental Enforcement Special Magistrate recorded in Official Record Book 6686 at Pages 1924 and 1952, and Official Record Book 6785 at Page 517 of the public records of Escambia County, Florida (CE#10-08-04622).

With respect to this lien, the County Administrator is authorized to execute a Partial Release of Lien in exchange for payment in the amount of $6,750 (the total amount of hard abatement costs remaining after waiving the administrative fine). Please note that in addition to this amount, the Clerk is required to collect certain other administrative costs associated with processing and recording the release.

Although the Board of County Commissioners has delegated authority to the County Administrator to grant relief from daily administrative fines that have accrued on code enforcement liens, that authority to grant lien relief without further Board action applies *only* to daily fines. Some liens at issue here involve no daily fines but are instead comprised exclusively of hard abatement costs or are the result of civil citations being converted to judgments. Based on the above, the County Administrator cannot grant your request for relief from the following liens:

- Lien created by Judgment against Mark Scanlan for code enforcement civil penalty, recorded in Official Record Book 6798 at Pages 599 and 600 of the public records of Escambia County, Florida. Specifically, this lien relates to 1710 Hollywood Street (CE#11-09-04356 and civil case #2011 CO 026060A).

- Nuisance Abatement Lien recorded in Official Record Book 6816 at Page 264 of the public records of Escambia County, Florida. Specifically, this lien relates to 1710 Hollywood Street (CE#11-09-04356).

- Lien created by Judgment against Mark Scanlan for code enforcement civil penalty, recorded in Official Record Book 6926 at Page 1183 and Official Record Book 6929 at Page 1774 of the public records of Escambia County, Florida. Specifically, this lien relates to 1710 Hollywood Street (CE#12-08-03274 and civil case #2012 CO 025879A).

Relief from the above-listed liens would require action from the Board of County Commissioners. If you would like to be placed on the Board's agenda, please contact Sandra Slay at (850) 595-1824 or sfslay@myescambia.com.

We have also received a request for lien relief from an attorney named Phillip A. Pugh (papugh@lawpensacola.com; Telephone: 850-432-9818). He represents Lower Alabama Holdings, LLC and his client is the current record owner of the property. Since you both are requesting relief from the same liens, I wasn't sure if you wanted to reach out to him in this regard.

Please let me know how you would like to proceed.

Thank you,

Kia M. Johnson
Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

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From: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Sent: Monday, February 4, 2019 4:33 PM
To: Kia M. Johnson <KMJOHNSON@myescambia.com>
Cc: Bob Schoepflin <hothomedeals@yahoo.com>
Subject: FW: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Dear Ms. Johnson:

I represent Bay to Gulf Holdings, LLC, which purchased the above-referenced property at a foreclosure sale. The following matters should have been included in the foreclosure lawsuit and eliminated as liens against the title to the property my client purchased.

6686/1952
6785/517
6798/599 - ticket $100
6798/600 - ticket $100
6816/264 - Nuisance Abatement $700
6926/1183 - ticket $100
6929/1774 - ticket - $100

I have told my client that it could file a re-foreclosure lawsuit and eliminate these matters. My client is willing, however, to pay Escambia County $500.00 in order to have the County record a Release of these liens as to my client's property.

Please let me know at your earliest convenience.

Kristopher E. Fernandez, Esquire

Florida Bar Board Certified Real Estate Attorney
114 S. Fremont Avenue
Tampa, FL 33606
(813) 832-6340
(813) 601-3257 (after hours)
(813) 251-0438 (fax)

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From: Kristin D. Hual [mailto:KDHUAL@myescambia.com]
Sent: Friday, February 01, 2019 3:37 PM
To: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Cc: Kia M. Johnson <KMJOHNSON@myescambia.com>; Peyton A. Cook <PACOOK@myescambia.com>
Subject: RE: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Mr. Fernandez,
The County would certainly be willing to entertain an offer from your client in exchange for a release. Ms. Johnson is the attorney in our office who may assist you with a release. She is copied on this reply, and I attached the original complaint with the County's liens for her reference.

Please let me know if I may be of additional assistance.

Kristin D. Hual
Senior Assistant County Attorney
Escambia County Board of County Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Phone: (850) 595-4970
Fax: (850) 595-4979

From: Kristopher Fernandez <kfernandez@kfernandezlaw.com>
Sent: Friday, February 1, 2019 1:47 PM
To: Kristin D. Hual <KDHUAL@myescambia.com>
Subject: Hamilton v. Scanlan; 20 E. Carver Drive, Pensacola

Dear Ms. Hual:

I represent Bay to Gulf Holdings, LLC., the purchaser of the property which was the subject of the foreclosure lawsuit referr3ed to in the attached documents.

My client is now selling the property and the title company is requiring the clearance of the Orders in ORB 6686, Page 1952 and ORB 6785, Page 517.

In the foreclosure lawsuit, the lender's attorney asserted that his client's Mortgage is superior to the County's Order in ORB 6686, Page 1924 against the property.

In the Answer you filed on behalf of the County, the County asserted it had an interest in the property based on the Order, but it does not appear that the County asserted its Order was superior to the Mortgage.

The Order in ORB 6686, Page 1952 is a re-recording of the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 is to enforce the Orders in ORB 6686, Page 1924 and ORB 6686, Page 1952.

I believe that the Order in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517 are inferior to the Mortgage, were eliminated by the Final Judgment of Foreclosure and so my client takes free and clear of these Orders.

Attached for your convenience are the Complaint, the Answer filed by the County, all three recorded matters and the Final Judgment of Foreclosure.

My client requests that Escambia County file a Release of the Orders in ORB 6686, Page 1924, and the Order in ORB 6785, Page 517, as to the property purchased by my client at the foreclosure sale.

Please let me know whether Escambia County will agree to file the Release as to the two Orders as to my client's property.

Thank you for your assistance with this matter.

Kristopher E. Fernandez, Esquire
Florida Bar Board Certified Real Estate Attorney
114 S. Fremont Avenue
Tampa, FL 33606
(813) 832-6340
(813) 601-3257 (after hours)
(813) 251-0438 (fax)

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address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

ExchangeDefender Message Security: Check Authenticity

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16465 **Written Communication 7. C.**
BCC Regular Meeting
Meeting Date: 07/18/2019
Issue: Written Communication Concerning 2702 Weyland Circle
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
June 13, 2019, communication from Tonya Brewer-Lambert requesting that the Board approve subordination of a State Housing Initiatives Partnership (SHIP) Program lien at 2702 Weyland Circle.

BACKGROUND:
Tonya Brewer-Lamber received $30,000 in State Housing Initiatives Partnership (SHIP) Program housing repair assistance in March 2019, as administered by the Community Action Program Committee. The SHIP program placed a five-year lien on her property (Exhibit I). After completion of the repairs under the SHIP program, Ms. Lambert applied for refinancing of her first mortgage with Navy Federal Credit Union (NFCU), and for additional funds so she could make other repairs to her home. Her loan with NFCU was denied in part due to the position of the SHIP lien, as the refinancing would place the new loan behind the County SHIP lien. The SHIP program policy is not to subordinate; however, Ms. Brewer-Lambert has submitted correspondence (Exhibit II) requesting that the SHIP lien be subordinated to the new mortgage she wishes to obtain from NFCU.

Ms. Brewer-Lambert has provided the Neighborhood Enterprise Division office with information requested to review her request. The property appraisal is $118,000, with the proposed new first mortgage loan amount being $70,000. The equity in the home is sufficient to provide a 84.75% combined loan to value ratio. Property taxes are current and the homeowner has homeowner's insurance. The proposed new mortgage payment is within affordability guidelines for the homeowner and the loan to be provided will have a fixed loan term.

BUDGETARY IMPACT:
No impact to the SHIP program if the Board approves Ms. Brewer-Lambert's request.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, a subordination agreement will be reviewed by County Legal as necessary.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current SHIP policy is not to subordinate liens. Any deviation from policy requires Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, Neighborhood Enterprise Division (NED) will coordinate paperwork with the County Attorney's office and the homeowner as needed.

Attachments

Ex I-SHIP lien 2702 Weyland

Ex II-Communication 2702 Weyland Request

EXHIBIT I

Recorded in Public Records 3/15/2019 1:29 PM OR Book 8062 Page 1152, Instrument #2019023405, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

ESCAMBIA/PENSACOLA STATE
HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM
HOUSING REPAIR PROGRAM
ESCAMBIA COUNTY, FLORIDA

Implemented By:
Neighborhood & Human Services Department
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
FAX: (850) 595-0342

LIEN AGREEMENT

Applicant Name(s):	Address of Property:	Property Reference Number:
Tonya B. Brewer (a single woman)	2702 Weyland Circle Pensacola, Fl 32526	421S304500000005

Total Amount of Lien: $30,000

(xx) Deferred Payment Loan

I, the undersigned, as owner of said property, do hereby agree that I will continue to occupy and maintain the repaired housing unit for at least a five (5) year period from the **15 day of March , 2019**. I will not sell, transfer ownership, or rent the property to any other person or persons during this five (5) year period. The lien will depreciate at the rate of twenty percent (20%) per year on the anniversary date for a period of five (5) years. I understand that this lien will not be subordinated under any circumstances.

If the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I further agree that I or my heir(s) will repay the SHIP Affordable Housing Trust Fund the undepreciated portion of the total lien amount cited above.

This lien will expire and automatically cancel on March 15 ,2024.

15 March 2019 Tonya B Brewer
Date Applicant Signature

Applicant Signature

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of March , 20 19, by Tonya B. Brewer personally known to me or who has produced FL DL B664-802-59-627-0 as identification and who ☐ did ☒ did not take an oath.

Cassandra Odom
Signature

CASSANDRA ODOM
Commission # FF 905101
Expires July 30, 2019
Bonded Thru Troy Fain-Insurance 800-385-7019

Cassandra Odom
Notary Public

This instrument was prepared by: Community Action Program Committee (CAPC)
1380 North Palafox Street
Pensacola, Florida 32501

EXHIBIT II

13 June 2019

Honorable Jeff Bergosh

C/O Ms. Meredith Reeves

221 Palafox Place

Greetings Commissioner Bergosh

Thank you for taking the time to hear my plea. My name is Tonya Brewer-Lambert of 2702 Weyland Circle.

By this letter, I am request the opportunity to clairify what I am sure is a breakdown in understanding and miscommunicated information. By requesting that my case be heard on or by the June 20th meeting

The need is imperative and if not addressed prior to the impending rainy season, I will face unavoidable exposure to black mold and this is my primary home. Please know that I am most appreciative of the $30K improvement grant which commenced in March if this year. However, the funds were limited and only partial completion was done. The electrical and installation of a shower were greatly needed however, much remains to be done. Therein lies the reason for my request for a refinancing with NFCU which was denied because SHIP refused to subordinate on the very same position that they now hold.

Please feel free to contact me by phone @ 850 454 5624 should you wish to converse. I know that your time is limited and your consideration is greatly appreciated.

Sincerely

Tonya B. Brewer-Lambert

Cc: Meredith Reeves, Director

Meredith Reeves

From: Meredith Reeves
Sent: Friday, June 14, 2019 9:25 AM
To: abetterlife9591@gmail.com
Cc: Tonya Green
Subject: RE: SHIP lien subordination

Ms. Brewer-Lambert,
I have forwarded your email request to Commissioner Bergosh's office and the County Administrator's office. As I mentioned, the deadline for the June 20th BCC meeting has already passed, so at this point unless directed otherwise I will place this written communication on the agenda for the July 18th meeting subject to you or your lender providing our office with the information requested below.

Thanks,
Meredith

From: Meredith Reeves
Sent: Thursday, June 13, 2019 12:16 PM
To: abetterlife9591@gmail.com
Subject: SHIP lien subordination

Ms. Brewer-Lambert,
Per our phone conversation today, the SHIP program's policy is not to subordinate. If you would like to request a waiver, please send me a request in writing so the BCC can consider your request as I have no authority to waive this policy. I would suggest that you provide the following information to help the BCC make their decision:

*Reason for your request (lower interest rate and/or monthly payments on 1st mortgage, ability to make repairs to bring house to code, etc.)
*Current 1st mortgage balance/interest rate/monthly payment and proposed new 1st mortgage amount/interest rate/monthly payment
*Whether you will be receiving any cash out or not.
*Appraisal
*Mortgage commitment letter from lender
*Good Faith Estimate from lender
*Assurance that the County will remain in 2nd position
*Subordination Agreement or whatever form that your lender is requesting to be filing at closing

If you are receiving cash out, I think that additional information may be requested. The next BCC meeting is July 18 as the deadline for the June 20 meeting has already passed.
Thanks,
Meredith

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16390 **Written Communication 7. D.**

BCC Regular Meeting

Meeting Date: 07/18/2019

Issue: Environmental (Code) Enforcement Lien Relief- 300 Blk Western Pine Road

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

June 19, 2019, communication from Doug Westfall requesting Lien relief from property located at 300 Blk Western Pine Road.

Recommendation: That the Board review and consider the Lien relief request made by Doug Westfall, new owner of the property, against 300 Blk Western Pine Road.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Lien's, Section III, H2.

BACKGROUND:

Mr. Westfall purchased the property located at 300 Blk Western Pine Road from a Tax Deed sale on March 8, 2019. He then discovered an Environmental Code Enforcement lien attached to the property that was generated by the prior owner. After further research conducted by staff another lien was found to have been attached to the Western Pine property that was generated from property located at 9924 Aileron Avenue. The same owner of the Aileron property once owned the Western Pine Road property causing the lien to attach to all properties owned by the prior owner.

Mr. Westfall is requesting to be allowed to pay $1,500.00 to have both liens released from his property. However he was informed by Division Manager, Sandra Slay, that the

total amout of the actual hardcost exceeded the amount he was offering to pay for the release and his request would need to be presented to the Board for review and consideration. At that time he made a request to be placed on the Board's agenda.

BUDGETARY IMPACT:

1st Lien CE170904084
300 Blk Western Pine Road

Daily Fines: $7,450.00 $50.00 per day from 7/04/2018 to 11/30/2018
Court Cost: $235.00
Abatement Cost: $3,500.00

Total Lien Amount: $11,185.00

2nd Lien CE120401423
9924 Aileron Avenue

Daily Fines: $34,875.00 $10.00 per day (x 3) 1/07/13 to 9/09/15 & $5.00 per day 8/10/12 to 9/09/15
Court Cost: $1,100.00
Abatement Cost: $15,000.00

Total Lien Amount: $50,975.00

These amounts do not include the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

300 Blk Western Pine Road, Cantonment

Application for Relief from Environmental Enforcement Lien

Due to the volume of requests for relief from environmental enforcement liens received by Escambia County, applicants are asked to provide the information in Part I below in order to ensure that their application can be processed in a timely manner.

Part I (to be completed by the Applicant)

Please provide the following information:

A. Name, address, and telephone number of the person completing this form:

DOUGLAS WESTFALL, 8432 QUARTZ CIRCLE, ARVADA, CO 80007,
703 989-1771

B. The street address or tax account number for the property that is the subject of your request.

300 BLK, WESTERN PINE ROAD, CANTONMENT
ACCOUNT# 114492000

C. The full legal name of the current owner of the property referenced in section B:

S & D INVESTMENTS, LLC

D. Attach to this form a copy of the current owner's recorded deed or certificate of title.

E. Attach to this form a copy of the recorded environmental enforcement lien(s) that you believe have attached to the property. SEE TITLE COMMITMENT

F. Attach to this form a brief explanation of why you think the County should approve your request. RECENTLY ACQUIRED THE PROPERTY AT TAX DEED AUCTION AND AM UNRELATED TO THE PREVIOUS OWNER. THIS IS A VACANT LOT W/NO UTILITY SERVICES. I CAN AFFORD TO PAY $1,500 TO HAVE THE LIENS RELEASED. YOUR HELP AND UNDERSTANDING WOULD BE GREATLY APPRECIATED.

Part II (to be completed by the Division of Environmental Code Enforcement)

A. Are conditions on the property in compliance with the requirements of the Escambia County Code of Ordinances?

- ☐ Yes
- ☐ No (describe) _____

B. The following costs and fines have accrued on the lien(s) referenced in Part I.

Court Costs:	$235.00	1,100.00	CE12040423
Abatement Costs:	3,500.00	15,000.00	9924 Aileron AVE
Administrative Fines:	7,450.00	34,875.00	
total	$11,185.00	$50,975.00	

Reply all | Delete Junk |

300 Blk Western Pine

Douglas Westfall <doug@dawestfall.net> Reply all |
Yesterday, 10:55 AM
ssslay@myescambia.com; Sandra F Slay

The message sender has requested a read receipt. To send a receipt, click here.

You replied on 6/11/2019 8:53 AM.

Sandra, I recently acquired this property in a tax deed auction and am not the party that incurred the violations. What can I do to either get the fines waived or reduced? Currently the property can neither be sold nor improved due to the total amount of municipal liens. I hold title in the name of S&D Investments, LLC.

All the Best,

Doug Westfall
703 989-1771

Getting too much email from Douglas Westfall <doug@dawestfall.net>? You can unsubscribe

RE: 300 Blk Western Pine

Reply all |

Today, 9:56 AM
Sandra F Slay; Doug Westfall <doug@dawestfall.net>

You replied on 6/19/2019 10:02 AM.

Thanks Sandra, no need to feel bad. It's unfortunate the situation is so severe. I have spent about $4500 on this lot so far and will spend around $1,000 in sales and closing costs. The lot is not worth more than $15,000 and likely less. So even though I am not likely to be successful, my only option is to appeal to the board. Otherwise I will end up turning the lot back over to the county. Please let me know when I am on the agenda to be heard and what information I will need to provide.

All the Best,

Doug Westfall
703 989-1771

From: Sandra F Slay <SFSLAY@myescambia.com>
Sent: Wednesday, June 19, 2019 7:19 AM
To: doug <doug@dawestfall.net>
Subject: Re: 300 Blk Western Pine

Good morning Mr Westfall,

For some reason I found your documents in my Junk folder but I do have it. I am working on your request and found another lien that is attached to this property. The second lien was generated from another property located at 9924 Aileron Avenue.

I understand you are willing to pay $1,500.00 for a release of all liens that are attached to you property but unfortunately Board Policy is to collect all hard costs spent by the county in exchange of a release. So saying this the two liens are quit large and that includes the hard costs.

The lien for Western Pine is $11,185.00. $7,450 are daily fines which could be released if approved by the county administrator. There are court cost in the amount of $235.00 and abatement cost in the amount of $3,500.00. These are funds spent and cannot be waived except by the Board.

The second lien was generated at the4 Aileron property and because the prior owner of your property also owned this lot this caused the lien to attach to your property. This lien has a large daily fine that could be waived if approved and that would leave the court cost of $1,100.00 and abatement cost of $15,000.00. As I stated before these costs must be collected.

So in total if relief is granted by the administrator a total of $19,835.00 will have to be collected in order to get your property leased from the liens.

Now you do have another option and that is to appear before the Board of County Commissioners to make your appeal. The Commissioners are the only ones that can reduce hard costs and provide relief blow the total hard costs spent by the County.

Please know they rarely reduce these costs and normally maintain their rule to collect all hardcost but they have provided this type of relief in the part. Just not often.

Please let me know how you would like to proceed. Would you like for me to proceed with the County Administrator and either the balance he provides (payment plans are available through the Clerk's Office) or would you like for me to get your request scheduled before the Commissioners?

I hate to be the one to inform you about the second lien but wanted you to know what all our agency had attached to your lot.

Thank you

Sandra

From: Sandra F Slay
Sent: Friday, June 14, 2019 8:22:24 AM
To: doug
Subject: Re: 300 Blk Western Pine

Great.

Thank you sir

From: doug <doug@dawestfall.net>
Sent: Friday, June 14, 2019 7:49 AM
To: Sandra F Slay
Subject: Re: 300 Blk Western Pine

Thanks for letting me know. I'll let you know as soon as the grass is cut.

Doug Westfall

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Sandra F Slay <SFSLAY@myescambia.com>
Date: 6/13/19 4:28 PM (GMT-07:00)
To: Douglas Westfall <doug@dawestfall.net>
Subject: Re: 300 Blk Western Pine

No problem sir. Believe me I've been called worse. Thank you for the information. As part of the Board policy all properties must be free of code violations. I went by the property yesterday and observed it does need mowing. If you could take care of that as your earliest convenience and let me know then I can forward your request and mark that it is in compliance

Thank you and have a safe weekend

Sent from my iPhone

On Jun 13, 2019, at 3:26 PM, Douglas Westfall <doug@dawestfall.net> wrote:

> Oops Sandra, I mistakenly called you Linda. Sorry.
>
> All the Best,

Doug Westfall
703 989-1771

From: Douglas Westfall <doug@dawestfall.net>
Sent: Thursday, June 13, 2019 2:23 PM
To: 'Sandra F Slay' <SFSLAY@myescambia.com>
Subject: RE: 300 Blk Western Pine

Linda, Thanks for the form. Attached is the completed form, a copy of the deed, and a copy of the title commitment. Let me know what else you might need.

I am hoping to get the cost to release these lens down to about $1500. This parcel is a vacant lot with no utility services currently at the site and the numbers are going to be very tight.

All the Best,

Doug Westfall
703 989-1771

From: Sandra F Slay <SFSLAY@myescambia.com>
Sent: Tuesday, June 11, 2019 7:54 AM
To: Douglas Westfall <doug@dawestfall.net>; Sandra F Slay <SFSLAY@myescambia.com>
Subject: Re: 300 Blk Western Pine

Good morning Mr.Westfall,

I can help you through a lien relief process that goes through our county administrators office. I will need you to fill out the attached document and send it back to me along with all documents it request.

I will need to check the condition of the property to confirm there are no open code violations i.e. overgrowth, trash, debris, inoperable vehicles etc.

Please know the only amount of the lien you can ask relief for are the daily fines in the amount of $7,450.00. The remaining amounts (court cost and abatement cost) are considered hardcosts and the Board requires we collect

those amount. Currently the court cost is $235.00 and the abatement cost if $3,500.00.

Once I get the form and documents from your I'll process it on my end and forward to our attorney's office to review before it's sent over to the county administrator for approval.

If you have any questions please let me know.

Sandra

From: Douglas Westfall <doug@dawestfall.net>
Sent: Monday, June 10, 2019 10:55 AM
To: ssslay@myescambia.com; Sandra F Slay
Subject: 300 Blk Western Pine

Sandra, I recently acquired this property in a tax deed auction and am not the party that incurred the violations. What can I do to either get the fines waived or reduced? Currently the property can neither be sold nor improved due to the total amount of municipal liens. I hold title in the name of S&D Investments, LLC.

All the Best,

Doug Westfall
703 989-1771

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.
Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released

in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019021963 3/12/2019 1:17 PM
OFF REC BK: 8060 PG: 310 Doc Type: TXD
Recording $10.00 Deed Stamps $28.70

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 19-225
PropertyIdentification No. 371N311402000009
Tax Account No. 114492000

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 07507 issued on June 1, 2014 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 4th day of March 2019, offered for sale as required by law for cash to the highest bidder and was sold to: **S&D INVESTMENTS LLC**, 8432 QUARTZ CIRCLE ARVADA CO 80007, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 4th day of March 2019, in the County of Escambia, State of Florida, in consideration of the sum of ($4,100.00) FOUR THOUSAND ONE HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

BEG AT SE COR OF S1/2 OF N1/2 OF SE1/4 OF NE1/4 N 89 DEG 33 MIN W 750 FT FOR POB CONTINUE N 89 DEG 33 MIN W 125 FT N 23 MIN W 143 75/100 FT S 89 DEG 33 MIN E 125 FT S 23 MIN E 143 75/100 FT TO POB OR 5796 P 671 E1/2 OF LT 9 OF AN UNRECORDED PLAT

SECTION 37, TOWNSHIP 1 N, RANGE 31 W

**** Property previously assessed to: ROBERT J VETITOE**

Pam Childers
PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida

witness Mylinda Johnson

witness Emily Hogg

State of Florida
County of Escambia

On this 8th day of March 2019 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

Case No: CE170904084
Location: 300 BLK WESTERN PINE RD
PR #: 371N311402000009

ESCAMBIA COUNTY, FLORIDA

vs.

VETITOE, ROBERT J
9924 AILERON AVE
PENSACOLA, FL 32506

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019021724 3/12/2019 9:22 AM
OFF REC BK: 8059 PG: 1638 Doc Type: CEL1
Recording $10.00

Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances:

Escambia County made certain Repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated .

Itemized Cost		
Daily fines	$7450.00	$50.00 Per Day From07/04/2018To: 11/30/2018
Court Cost	$235.00	
County Abatement Fees	$3,500.00	
Administrative Costs	$0.00	
Total:	$11185.00	

DONE AND ORDERED at Escambia County, Florida on 3-5 2019

Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 6/25/2018 9:53 AM OR Book 7922 Page 1260, Instrument #2018049632, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018049704 6/25/2018 11:01 AM
OFF REC BK: 7922 PG: 1583 Doc Type: CEL
Recording $44.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

CASE NO: CE#17-09-04084
LOCATION: 300 Blk Western Pine Rd
PR# 371N311402000009

Vetitoe, Robert J
9924 Aileron Ave
Pensacola, FL 32506
RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent or representative, thereof, DNP , as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☑ 42-196 (d) Overgrowth

☑ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☑ (w) ☐ (x) ☑ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign ROW

☐ LDC Sec 4-7.9 Outdoor Storage_____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until July 3, **2018** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [x] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris (as required).
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [x] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 50.00 per day, commencing July 4, 2018. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 35.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.** .

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 19 day of June, 2018.

Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Whitney Coppage D.C.
DATE: Dec-25-2018

Recorded in Public Records 12/18/2015 at 09:55 AM OR Book 7451 Page 1196, Instrument #2015095574, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

OR 7451 PG 1196

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA
vs.

Case No.: CE 12-04-01423
Location: 9924 Aileron Avenue
PR# 242S314101001001

Robert J Vetitoe
9924 Aileron Avenue
Pensacola, FL 32506

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of July 10, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions , (b) Trash & Debris, (d) Overgrowth, 82-3... Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated July 10, 2012.

Itemized Cost	
a. Fines ($10.00 per day X 3 1/07/15 -9/09/15& $5.00 per day 8/10/12-9/09/15)	$34,875.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$15,000 .00
Total:	$ 50,975.00

DONE AND ORDERED at Escambia County, Florida on this 14th day of December, 2015.

John B Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 07/18/2012 at 03:24 PM OR Book 6884 Page 1272, Instrument #2012055649, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

Recorded in Public Records 07/18/2012 at 03:24 PM OR Book 6884 Page 1272, Instrument #2012055646, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

"CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURTS
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE: 7/18/2012
CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY, FLORIDA *

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#12-04-01423
LOCATION: 9924 Aileron Avenue
PR# 242S31-4101-001-001

Robert J. Vetitoe
9924 Aileron Avenue
Pensacola, Florida 32506

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida and the Special Magistrate having considered the evidence before him/her in the form of testimony by the Enforcement Officer and the respondent or representative, Robert J. Vetitoe, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☑ 42-196 (a) Nuisance Conditions
- ☑ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____

_____

- ☑ 42-196 (d) Overgrowth

☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)

☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW

☒ Other 82-3 UNAuthorized Accumulation

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: ~~Robert J. Vetitoe~~ shall have until ~~January 6~~ August 6, 2013 to correct ~~42-196(a) and~~ 42-196(b) and 82-3 **2012** to correct the violation and to bring the violation into compliance. Corrective action shall include: 42-196(2) (overgrowth)

BK: 6884 PG: 1274

- [x] Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- [ ] Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- [ ] Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- [ ] Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- [ ] Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- [ ] Immediately cease burning and refrain from future burning
- [ ] Remove all refuse and dispose of legally and refrain from future littering
- [ ] Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- [ ] Obtain necessary permits or cease operations
- [ ] Acquire proper permits or remove sign(s)
- [x] Other remove all rubbish, trash, garbage
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____
- [ ] Other _____

BK: 6884 PG: 1275

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 10.00 per violation per day, commencing January 7, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,100 are awarded in favor of Escambia County as the prevailing party against Robert J. Vitito.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 6884 PG: 1276 Last Page

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 10th day of July, 2012.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16387 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 07/18/2019

Issue: 9:01 a.m. Second of Two Public Hearings to Designate Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

9:01 a.m. Second of two Public Hearings to receive input on the designation of Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas.

Recommendation: That the Board take the following action concerning the designation of Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas:

A. Hold the second of two Public Hearings to receive input; and

B. Adopt and authorize the Chairman to sign the Resolution designating Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas for the purposes of economic development and environmental rehabilitation.

BACKGROUND:

Escambia County seeks designation of the Atwood, Ensley, Oakfield and Cantonment CRAs as Brownfield Areas. In 2011, the County designated the Palafox, Englewood, Brownsville, Barrancas, and Warrington CRAs as Brownfields. In 2010, 2014, and 2015, the County added four additional CRAs - Atwood, Ensley, Oakfield, and Cantonment. This Resolution seeks to designate these four newer CRAs as Brownfields for the purposes of economic development and environmental rehabilitation incentives offered via State programs. Brownfield program incentives include, but are not limited to, the Brownfield Redevelopment Bonus Tax Refund, the Voluntary Cleanup Tax Credit (VCTC) and the Building Materials Sales Tax Refund. The project will be consistent with the land use plan and will reduce slum and blight, stimulate commercial development, and create new jobs.

To gain public input of these proposed designations, Community meetings were held

with the two active community groups, the Cantonment Improvement Committee and the Atwood Neighborhood Group. The designations will not require funding but will make available incentives through State redevelopment programs.

BUDGETARY IMPACT:

There is no budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West, Senior Assistant County Attorney, has approved the Resolution as to form and legal sufficiency.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section 1, A (6)

IMPLEMENTATION/COORDINATION:

Brownfield Coordinator and Department of Natural Resources Management staff will coordinate and take necessary action required for the designation.

Attachments

Res-4 CRAs to Brownfield Areas
Exhibit A-1 Map of Proposed Area
Atwood Boundary Description
Ensley Boundary Description
Oakfield Boundary Description
Cantonment Boundary Description

RESOLUTION R2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING THE ATWOOD, ENSLEY, OAKFIELD, AND CANTONMENT COMMUNITY REDEVELOPMENT AREAS AS BROWNFIELD AREAS WITHIN ESCAMBIA COUNTY FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; AUTHORIZING THE NATURAL RESOURCES MANAGEMENT DEPARTMENT DIRECTOR TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in Sections 376.77- 376.85, Florida Statutes, for the designation, by resolution, of certain contiguous areas consisting of one or more brownfield sites as "Brownfield Areas," and for the corresponding provision of economic development and environmental rehabilitation for such areas; and

WHEREAS, Escambia County wishes to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for rehabilitation for purposes of Sections 376.77-376.85, Florida Statutes; and

WHEREAS, Escambia County has considered the criteria set forth in Section 376.80(2)(a), Florida Statutes, namely whether the proposed Brownfield Area warrants economic development and has a reasonable potential for such activities, whether the area represents a reasonably focused approach and is not overly large in geographic coverage, whether the area has potential to interest the private sector in participating in rehabilitation, and whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the notice and public hearing requirements set forth in Section 125.66(4)(b), Florida Statutes, have been followed. Notice was published in the Pensacola News Journal on June 11, 2019 and July 11, 2019 and two public hearings were held on June 20, 2019 at 9:01 a.m. and July 18, 2019 at 9:01 a.m.; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that the Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas within Escambia County to be designated as Brownfield Areas.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Section 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Areas depicted on Exhibits A-1 through A-2, attached hereto and incorporated by reference shall be designated as the Atwood, Ensley, Oakfield, and Cantonment Brownfield Areas respectively for economic development and environmental rehabilitation in accordance with the intent of Sections 376.77-376.85, Florida Statutes, and henceforth be known as the Atwood, Ensley, Oakfield, and Cantonment Redevelopment and Revitalization Incentive Areas, respectively. Escambia County shall be the entity responsible for the administration of the Brownfield Program pursuant to Section 376.80, Florida Statutes. However, such designation shall not render Escambia County liable for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of a Brownfield site rehabilitation program and as a property owner within the designated Brownfield Area.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

APPROVED AND ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

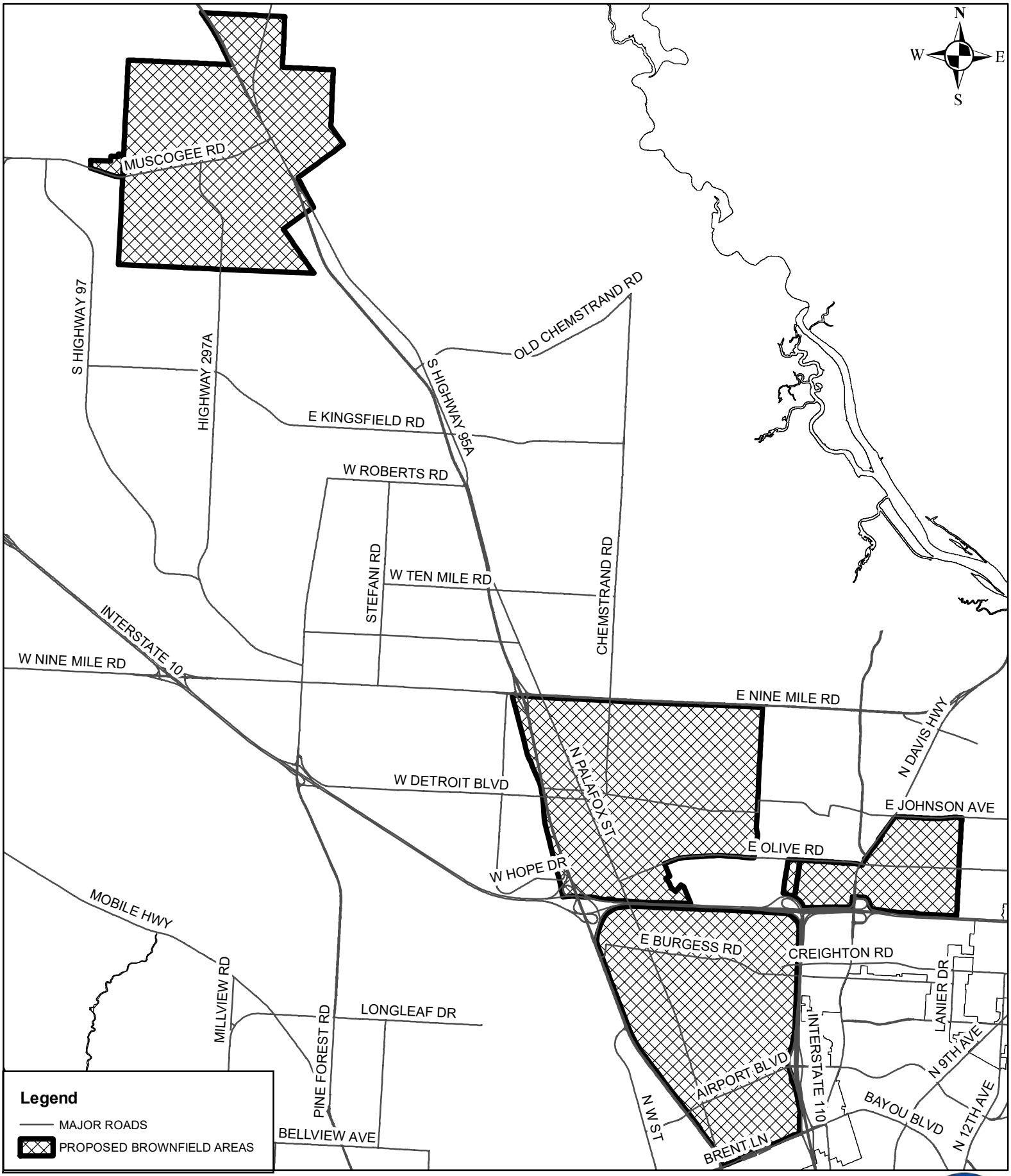
(SEAL)

Approved as to form and legal sufficiency.

By: Stephen J. West, Sr. Assistant County Attorney

Date: June 7, 2019

PROPOSED BROWNFIELD AREAS (EXHIBIT A-1)



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

5/2/2019

Exhibit A-2

Description

Atwood Community Redevelopment Area (CRA)
This description is intended solely for the purpose of identifying the Atwood Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the North Hilburn Road (R/W varies) and the South right-of-way line of Olive Road (R/W varies); thence run Easterly along said South right-of-way line of Olive Road (R/W varies) to the intersection of the South right-of-way line of Olive Road (R/W varies) and the West right-of-way line of North Davis Highway (R/W varies); thence run Easterly to the intersection of the South right-of-way line of Olive Road (R/W varies) and the East right-of-way line North Davis Highway (R/W varies); thence run Northeasterly along said East right-of-way line of North Davis Highway (R/W varies) to the intersection of said East right-of-way line of North Davis Highway (R/W varies) and the South right-of-way line of East Johnson Avenue (R/W varies); thence Easterly along said South right-of-way line of East Johnson Avenue (R/W varies) to the intersection of the South right-of-way line of East Johnson Avenue (R/W varies) and the West right-of-way line of Caminitti Lane (R/W varies); thence South along said West right-of-way line of Caminitti Lane (RJW varies) to the North right-of-way line of East Olive Road (70' RIW); thence South to the Northwest comer of that parcel of land recorded in Official Record Book 272 at page 593 of the public records of Escambia County, Florida; thence South along the West line of said parcel to the Northwest corner of Charter Oaks Unit No. 5 as recorded in Plat Book 15 at pages 30 and 30A of the public records of Escambia County, Florida; thence continue South along the West line of said Oaks Unit No. 5 to the North right-of-way line of Interstate 10 (300' RJW); thence Westerly, Northerly and Westerly along said North right-of-way line of Interstate 1O and Interstate 10 Ramp to the East right-of-way line of North Davis Highway (R/W varies);thence continue West to the West right-of-way line North Davis Highway (R/W varies); thence South along said West right-of-line of North Davis Highway (R/W varies) to the North right-of-way line of Interstate 10 (RIW varies); thence West and Northwesterly along said North right-of-way line of Interstate 10 (R/W varies) to the Northwest comer of that parcel of land recorded in Official Record Book 3598 at page 855 of the public records of Escambia County, Florida; thence East along the North line of said parcel to the intersection of said North line and the extension of the aforementioned East right-of-way line of North Hilburn Road (R/W varies); thence North along said East right-of-way line to the Point of Beginning.

Description
Ensley Community Redevelopment Area (CRA)
November 5, 2014

This description is intended solely for the purpose of identifying the Ensley Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W) and the South right-of-way line of East Nine Mile Road (200' R/W); thence run East along said South right-of-way line of East Nine Mile Road (200' R/W) to the West right-of-way line of Jernigan Road (66' R/W); thence run south along said West right-of-way line of said Jernigan Road (66' R/W) and the West right-of-way line Cody Lane (R/W varies) to the South right-of-way line of East Olive Road (R/W varies); thence run West along said South right-of-way line of East Olive Road (R/W varies) to the Northwest corner of Lot 1, Block "W", Oak Forest Subdivision as recorded in Plat Book 10 at page 100 of the public records of Escambia County, Florida, thence run in a Southeasterly, Westerly and Southeasterly direction along the West boundary of said Oak Forest Subdivision to the most Southerly corner of Lot 47, Block "W", thence continue on an extension of the line last run for 100.00 feet to the East line of a Gulf Power Easement (100' Easement); thence run Northeast 433 feet, more or less, to the Northwest corner of that parcel of land recorded in Official Records Book 6620 at page 590 of the public records of Escambia County, Florida; thence run Southeasterly along the North line of said parcel for 154.2 feet to the Southwest corner of Lot 52, Block "A", Carlisle Subdivision Unit 2 as recorded in Plat Book 9 at page 85 of the public records of said County; thence Southeasterly along the West line of said Carlisle Subdivision Unit 2 to the North right-of-way line of Interstate 10; thence run West along said North right-of-way line and extension thereof to the East right-of-way line of the Alabama and Gulf Coast Railroad (100' R/W); thence run Northerly along said.

This description is intended solely for the purpose of identifying the Oakfield Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the intersection of the North right-of-way line of Brent Lane (R/W varies) and the East right-of-way line of North Palafox Highway (R/W varies); thence run North along said East right-of-way line for 920 feet, more or less, to a point that is perpendicular to the most Southerly corner of that parcel of land recorded in Official Records Book 6362 at page 573 of the public records of Escambia County, Florida; thence run West for 115 feet, more or less, to said most Southerly corner of said parcel and the East right-of-way line of Pensacola Boulevard (125' R/W);thence run Northerly along the East right-of-way line of said Pensacola Boulevard (125' R/W) to the East right-of-way line of Interstate 10 Ramp (R/W varies); thence run Northeasterly along said Interstate 10 Ramp (R/W varies) right-of-way line to the South right-of-way line of Interstate 10 (R/W varies); thence run East along said South right-of-way line of Interstate 10 (R/W varies) and continue South along the West right-of-way line of Interstate 110 (R/W varies) to the aforesaid North right-of-way line of Brent Lane (R/W varies); thence run West along said North right-of-way line to the Point of Beginning.

Exhibit A-2

Description
Cantonment Community Redevelopment Area (CRA)

This description is intended solely for the purpose of identifying the Cantonment Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16381 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 07/18/2019
Issue: 9:02 a.m. Public Hearing - Amendment of Ordinance 2001-6 Section 42-310 (a) (9)
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

9:02 a.m. Public Hearing Regarding an Amendment of Ordinance 2001-6, Section 42-310 (a) (9) - Joy Jones, P.E., Engineering Department Director

Recommendation: That the Board approve an Amendment to Ordinance 2001-6, Section 42-310 (a) (9) to include “dechlorinated” pool “and spa” discharges.

BACKGROUND:

Pursuant to Section 303(d) of the Federal Clean Water Act and the resulting Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code), the Florida Department of Environmental Protection (FDEP) has classified specific waterbodies in Escambia County as “impaired” as a result of the presence of excessive nutrients and other pollutants. Because of this, FDEP has issued Escambia County a Municipal Separate Storm Sewer System (MS4 Permit) Permit FLS000019. The United States Environmental Protection Agency (EPA) and FDEP require that governmental entities operating under the incorporated and unincorporated areas of Escambia County adopt ordinances to require that discharges of pool and spa water be “dechlorinated” in an effort to protect the quality of surface water and groundwater resources within the County, which will accordingly advance the public health, safety, and welfare.

This Amendment, which has no cost associated with it, is another tool required by the FDEP for local governments to reduce sources of pollution coming from urban areas via area surface and ground waters. Section 62.302.530 of the Florida Administrative Code requires that the free chlorine residual levels of pool and spa discharges be less than or equal to 0.01 mg/L. Pool or spa water with free chlorine residual levels less than or equal to 0.01 mg/L may be safely discharged to the Municipal Storm Sewer System without causing an illicit discharge. According to the County’s MS4 Permit Best Management Practices; the chlorine residual can be tested using a standard pool test kit.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance Amendment has been approved as to legal sufficiency by Senior Assistant County Attorney, Stephen G. West.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of an Ordinance Amendment is required.

IMPLEMENTATION/COORDINATION:

The public was notified of the date, time, and place of the public hearing by advertisement in the Pensacola News Journal, on July 3, 2019.

Attachments

Ordinance w/Line Numbers
Dechlorination Ordinance Final
Permit Language
FAC 62.302.530
Public Notice
PNJ Proof of Publication

ORDINANCE NO. 2019 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 42, ARTICLE VII, SECTION 42-310 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CLARIFYING THE STORMWATER DISCHARGE CONTROL EXEMPTION FOR DECHLORINATED SWIMMING POOL AND SPA DISCHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has previously adopted Ordinance No. 2001-6, which established its authority to regulate and control discharges to its municipal separate storm sewer system in compliance with the federal Clean Water Act and National Pollution Discharge Elimination System (NPDES) Permit No. FLS0000019-03; and

WHEREAS, amendments to the federal Clean Water Act and NPDES Permit No. FLS0000019-03 require the Board of County Commissioners to amend its Code of Ordinances to maintain consistency with federal and permit-based regulations related to exemptions for dechlorinated swimming pool and spa discharges; and

WHEREAS, because this ordinance helps ensure consistency with federal environmental regulations and permitting, the Board of County Commissioners finds that it promotes the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. AMENDMENT TO SECTION 42-310(a)(9).

Chapter 42, Article VII, Section 42-310 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 42-310. – Exemptions.

The following activities are not considered either an illicit discharge or illicit connection unless the activities cause, or significantly contribute to, the impairment of the use of the county's MS4 or the violation of the conditions of NPDES Permit No. FLS000019.

(a) Discharges from:

1. Water line flushing;

2. Flushing of reclaimed water lines;

3. Street cleaning;

4. Construction dust control;

5. Landscape irrigation;

6. Diverted stream flows;

7. Rising groundwaters;

8. Foundation and footing drains;

9. Dechlorinated ~~S~~swimming pool and spa discharges;

10. Uncontaminated groundwater infiltration defined at 40 C.F.R. 35.205(20);

11. Uncontaminated pumped groundwater;

12. Discharges from potable water sources;

13. Air conditioning condensate;

14. Irrigation waters;

15. Springs;

16. Lawn watering;

17. Individual residential car washing;

18. Flows from riparian habitat and wetlands;

19. Discharges or flows from emergency fire fighting activities; and, Emergency fire response activities done in accordance with an Adopted spill response/action plan; and

20. Decanted water from MS4 cleaning operations.

(b) Discharges which have obtained appropriate federal, state, and local permits and are incompliance with the conditions of those permits.

SECTION 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. INCLUSION IN CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS ___ DAY OF _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:
Filed with Department of State:
Effective:

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 14, 2019

ORDINANCE NO. 2019 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 42, ARTICLE VII, SECTION 42-310 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CLARIFYING THE STORMWATER DISCHARGE CONTROL EXEMPTION FOR DECHLORINATED SWIMMING POOL AND SPA DISCHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has previously adopted Ordinance No. 2001-6, which established its authority to regulate and control discharges to its municipal separate storm sewer system in compliance with the federal Clean Water Act and National Pollution Discharge Elimination System (NPDES) Permit No. FLS0000019-03; and

WHEREAS, amendments to the federal Clean Water Act and NPDES Permit No. FLS0000019-03 require the Board of County Commissioners to amend its Code of Ordinances to maintain consistency with federal and permit-based regulations related to exemptions for dechlorinated swimming pool and spa discharges; and

WHEREAS, because this ordinance helps ensure consistency with federal environmental regulations and permitting, the Board of County Commissioners finds that it promotes the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. AMENDMENT TO SECTION 42-310(a)(9).

Chapter 42, Article VII, Section 42-310 of the Escambia County Code of Ordinances is hereby amended to read as follows:

Sec. 42-310. – Exemptions.

The following activities are not considered either an illicit discharge or illicit connection unless the activities cause, or significantly contribute to, the impairment of the use of the county's MS4 or the violation of the conditions of NPDES Permit No. FLS000019.

(a) Discharges from:

1. Water line flushing;

2. Flushing of reclaimed water lines;

3. Street cleaning;

4. Construction dust control;

5. Landscape irrigation;

6. Diverted stream flows;

7. Rising groundwaters;

8. Foundation and footing drains;

9. Dechlorinated ~~S~~swimming pool and spa discharges;

10. Uncontaminated groundwater infiltration defined at 40 C.F.R. 35.205(20);

11. Uncontaminated pumped groundwater;

12. Discharges from potable water sources;

13. Air conditioning condensate;

14. Irrigation waters;

15. Springs;

16. Lawn watering;

17. Individual residential car washing;

18. Flows from riparian habitat and wetlands;

19. Discharges or flows from emergency fire fighting activities; and, Emergency fire response activities done in accordance with an Adopted spill response/action plan; and

20. Decanted water from MS4 cleaning operations.

(b) Discharges which have obtained appropriate federal, state, and local permits and are incompliance with the conditions of those permits.

SECTION 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. INCLUSION IN CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS ___ DAY OF _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:
Filed with Department of State:
Effective:

Approved as to form and legal sufficiency.

By: Stephen J. West, Sr. Assistant County Attorney

Date: May 14, 2019

Cycle 1 Permit Language

Illicit Discharges and Improper Disposal: The permittees shall implement an ongoing program to detect and eliminate (or require the discharger to the MS4 to eliminate) illicit discharges and improper disposal into the storm sewer system.

a. *Inspection, Ordinances, and Enforcement Measures:* Non-storm water discharges to the MS4 shall be effectively prohibited by the permittees through the use of inspections, ordinances, and enforcement. The permittees, however, may allow the following non-storm water discharges to the MS4 where they are not identified as a source of pollutants to waters of the United States:

- Water line flushing;
- Landscape irrigation;
- Diverted stream flows;
- Rising ground waters;
- Uncontaminated ground water infiltration (as defined at
- 40 CFR 35.2005(20)) to separate storm sewers;*
- Uncontaminated pumped ground water;
- Discharges from potable water sources;
- Foundation drains;
- Air conditioning condensate;
- Irrigation water;
- Springs;
- Water from crawl space pumps;
- Footing drains;
- Lawn watering;
- Individual residential car washing;
- Flows from riparian habitats and wetlands;
- Dechlorinated swimming pool and spa discharges;
- Street wash waters; and
- Discharges or flows from emergency fire fighting activities.

To satisfy the requirements of this section, the permittee(s) identified in Part III.A.7.a. on pages 37 and 38 of the permit shall:

1. Identify those of the non-storm water discharges listed under Part II.A.7.a. (above), as well as any other non-storm water discharges, which will be allowed to be discharged to the MS4. Describe any conditions to be placed on these allowable discharges.

2. Enforce ordinances which prohibit illicit connections and illegal dumping into the MS4. As per the schedule in Part III.A.7.a. on page 38 of this permit, the permittees identified shall implement an inspection program developed to uncover illicit connections to the MS4. The program shall include an annual schedule for inspections and an allocation of staff and resources. The permittees shall maintain an internal log documenting the inspections performed and enforcement actions taken. The annual inspection schedule, allotment of staff and resources, inspections performed, and enforcement actions taken shall all be summarized for each permit year and provided within each ANNUAL REPORT. Because the potential for illicit discharges and improper disposal is generally higher for areas of older development, areas with many automobile-related industries, and areas with significant numbers of heavy

industrial facilities, the permittees shall consider the specific land use and age of development when determining inspection priorities and inspection schedules for this program component. Facility inspections may be carried out in conjunction with other municipal programs (e.g. pretreatment inspections of industrial users, health inspections, fire inspections, etc.), but must include random inspections for facilities not normally visited by the municipality.

Cycle 2 Permit Language

7. *Illicit Discharges and Improper Disposal:* The permittees shall continue the ongoing program to detect and eliminate (or require the discharger to the MS4 to eliminate) illicit discharges and improper disposal into the MS4.

a. *Inspection, Ordinances, and Enforcement Measures:* Non-stormwater discharges to the MS4 shall be effectively prohibited by the permittees through the use of inspections, ordinances, and enforcement. The permittees, however, may allow the following non-stormwater discharges to the MS4 where they are not identified as a source of pollutants to waters of the State:

- Water line flushing;
- Landscape irrigation;
- Diverted stream flows;
- Rising ground waters;
- Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
- Uncontaminated pumped ground water;
- Discharges from potable water sources;
- Foundation drains;
- Air conditioning condensate;
- Irrigation water;
- Springs;
- Water from crawl space pumps;
- Footing drains;
- Lawn watering;
- Individual residential car washing;
- Flows from riparian habitats and wetlands;
- Dechlorinated swimming pool and spa discharges;
- Street wash waters;
- Discharges or flows from emergency fire fighting activities;
- Reclaimed water line flushing authorized pursuant to a permit issued under the authority of Rule 62-610, F.A.C.; and
- Flows from uncontaminated roof drains.

To satisfy the requirements of this section, the permittees identified in Part III.A.7.a of the permit shall:

(1) Continue assessment of the non-stormwater discharges listed under Part II.A.7.a (above), as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.

(2) Enforce ordinances that prohibit illicit connections and illegal dumping into the MS4, as per the schedule in Part III.A.7.a of this permit.

62-302.530 Table: Surface Water Quality Criteria.

The following table contains both numeric and narrative surface water quality criteria to be applied except within zones of mixing. The left-hand column of the Table is a list of constituents for which a surface water criterion exists. The headings for the water quality classifications are found at the top of the Table, and the classification descriptions for the headings are specified in subsection 62-302.400(1), F.A.C. Applicable criteria lie within the Table. The individual criteria should be read in conjunction with other provisions in water quality standards, including Rule 62-302.500, F.A.C. The criteria contained in Rule 62-302.500, F.A.C., also apply to all waters unless alternative or more stringent criteria are specified in Rule 62-302.530, F.A.C. Unless otherwise stated, all criteria express the maximum not to be exceeded at any time except within established mixing zones or in accordance with site-specific effluent limitations developed pursuant to Rule 62-620.620, F.A.C. In some cases, there are separate or additional limits, which apply independently of the maximum not to be exceeded at any time. For example, the criteria for carcinogens, which are expressed as an annual average (denoted as "annual avg." in the Table), are applied as the maximum allowable annual average concentration at the long-term harmonic mean flow (see subsection 62-302.200(2), F.A.C.). Numeric interpretations of the narrative nutrient criterion in paragraph 62-302.530(47)(b), F.A.C., shall be expressed as spatial averages and applied over a spatial area consistent with their derivation. In applying the water quality standards, the Department shall take into account the variability occurring in nature and shall recognize the statistical variability inherent in sampling and testing procedures. The Department's assessment methodology, set forth in Chapter 62-303, F.A.C., accounts for such natural and statistical variability when used to assess ambient waters pursuant to sections 305(b) and 303(d) of the Federal Clean Water Act.

Criteria for Surface Water Quality Classifications							
				Class III and Class III-Limited (see Note 4)			
Parameter	Units	Class I	Class II	Predominantly Fresh Waters	Predominantly Marine Waters	Class IV	Class V
(1) Alkalinity	Milligrams/L as $CaCO_3$	Shall not be depressed below 20. In waterbodies with natural alkalinity levels below 20 mg/L, alkalinity shall not be reduced by more than 25%.		Shall not be depressed below 20. In waterbodies with natural alkalinity levels below 20 mg/L, alkalinity shall not be reduced by more than 25%.		$\leq$ 600	
(2) Aluminum	Milligrams/L		$\leq$ 1.5		$\leq$ 1.5		

(3) Ammonia (Total Ammonia Nitrogen) (Class I, Class III fresh water, and Class III-Limited fresh water)	Milligrams/L as Total Ammonia Nitrogen (TAN = $NH_4^+ + NH_3$)	The 30-day average TAN value shall not exceed the average of the values calculated from the following equation, with no single value exceeding 2.5 times the value from the equation: $30-\text{day Average} = 0.8876 \times \left(\frac{0.0278}{1+10^{7.688-pH}} + \frac{1.1994}{1+10^{pH-7.688}}\right) \times \left(2.126 \times 10^{0.028\times(20-MAX(T,7))}\right)$ *T* and *pH* are defined as the paired temperature (°C) and pH associated with the TAN sample. For purposes of total ammonia nitrogen criterion calculations, pH is subject to the range of 6.5 to 9.0. The pH shall be set at 6.5 if measured pH is < 6.5 and set at 9.0 if the measured pH is > 9.0.						
(4) Antimony	Micrograms/L	≤ 14.0	≤ 4,300	≤ 4,300	≤ 4,300		
(5)(a) Arsenic (total)	Micrograms/L	≤ 10	≤ 50	≤ 50	≤ 50	≤ 50	≤ 50
(5)(b) Arsenic (trivalent)	Micrograms/L measured as total recoverable Arsenic		≤ 36		≤ 36		

(6)(a) Bacteriological Quality (Fecal Coliform Bacteria)	Number per 100 ml (Most Probable Number (MPN) or Membrane Filter (MF))		MPN or MF counts shall not exceed a median value of 14 with not more than 10% of the samples exceeding the Ten Percent Threshold Value (TPTV) of 43 (for MPN) or 31 (for MF), nor exceed 800 on any one day. To determine the percentage of samples exceeding the criteria when there are both MPN and MF samples for a waterbody, the percent shall be calculated as $100*(n_{mpn}+n_{mf})/N$, where n_{mpn} is the number of MPN samples greater than 43, n_{mf} is the number of MF samples greater than 31, and N is the total number of MPN and MF samples.				

(6) (b) Bacteriological Quality **(***Escherichia coli* Bacteria)	Number per 100 ml (Most Probable Number (MPN) or Membrane Filter (MF))	MPN or MF counts shall not exceed a monthly geometric mean of 126 nor exceed the Ten Percent Threshold Value (TPTV) of 410 in 10% or more of the samples during any 30-day period. Monthly geometric means shall be based on a minimum of 5 samples taken over a 30-day period.		MPN or MF counts shall not exceed a monthly geometric mean of 126 nor exceed the Ten Percent Threshold Value (TPTV) of 410 in 10% or more of the samples during any 30-day period. Monthly geometric means shall be based on a minimum of 10 samples taken over a 30-day period.			
(6)(c) Bacteriological Quality (*Enterococci* Bacteria)	Number per 100 ml (Most Probable Number (MPN) or Membrane Filter (MF))		MPN or MF counts shall not exceed a monthly geometric mean of 35 nor exceed the Ten Percent Threshold Value (TPTV) of 130 in 10% or more of the samples during any 30-day period. Monthly geometric means shall be based on a minimum of 10 samples taken over a 30-day period.		MPN or MF counts shall not exceed a monthly geometric mean of 35 nor exceed the Ten Percent Threshold Value (TPTV) of 130 in 10% or more of the samples during any 30-day period. Monthly geometric means shall be based on a minimum of 10 samples taken over a 30-day period.		

(7) Barium	Milligrams/L	≤ 1					
(8) Benzene	Micrograms/L	≤ 1.18	≤ 71.28 annual avg.	≤ 71.28 annual avg.	≤ 71.28 annual avg.		
(9) Beryllium	Micrograms/L	≤ 0.0077 annual avg.	≤ 0.13 annual avg.	≤ 0.13 annual avg.	≤ 0.13 annual avg.	≤ 100 in waters with a hardness in mg/L of $CaCO_3$ of less than 250 and shall not exceed 500 in harder waters	
(10)(a) Biological Health (Shannon-Weaver Diversity Index using Hester-Dendy type samplers)	Per cent reduction of Shannon-Weaver Diversity Index	The Index for benthic macroinvertebrates shall not be reduced to less than 75% of background levels as measured using organisms retained by a U. S. Standard No. 30 sieve and collected and composited from a minimum of three Hester-Dendy type artificial substrate samplers of 0.10 to 0.15 m^2 area each, incubated for a period of four weeks.		The Index for benthic macroinvertebrates shall not be reduced to less than 75% of established background levels as measured using organisms retained by a U. S. Standard No. 30 sieve and collected and composited from a minimum of three Hester-Dendy type artificial substrate samplers of 0.10 to 0.15 m^2 area each, incubated for a period of four weeks.			

(10) (b) Biological Health (Shannon-Weaver Diversity Index using Ekman or Ponar type samplers)	Per cent reduction of Shannon-Weaver Diversity Index	In lakes, the Index for benthic macroinvertebrates shall not be reduced to less than 75% of established background levels as measured using organisms retained by a U.S. Standard No. 30 sieve and collected and composited from a minimum of three natural substrate samples, taken with Ekman or Ponar type samplers with minimum sampling area of 225 cm^2.	The Index for benthic macroinvertebrates shall not be reduced to less than 75% of established background levels as measured using organisms retained by a U.S. Standard No. 30 sieve and collected and composited from a minimum of three natural substrate samples, taken with Ponar type samplers with minimum sampling area of 225 cm^2.	In lakes, the Index for benthic macroinvertebrates shall not be reduced to less than 75% of established background levels as measured using organisms retained by a U.S. Standard No. 30 sieve and collected and composited from a minimum of three natural substrate samples, taken with Ekman or Ponar type samplers with minimum sampling area of 225 cm^2.	The Index for benthic macroinvertebrates shall not be reduced to less than 75% of established background levels as measured using organisms retained by a U.S. Standard No. 30 sieve and collected and composited from a minimum of three natural substrate samples, taken with Ponar type samplers with minimum sampling area of 225 cm^2.		
(11) BOD (Biochemical Oxygen Demand)		Shall not be increased to exceed values which would cause dissolved oxygen to be depressed below the limit established for each class and, in no case, shall it be great enough to produce nuisance conditions.					
(12) Boron	Milligrams/L					$\leq$ 0.75	
(13) Bromates	Milligrams/L		$\leq$ 100		$\leq$ 100		
(14) Bromine (free molecular)	Milligrams/L		$\leq$ 0.1		$\leq$ 0.1		
(15) Cadmium	Micrograms/L See Notes (1) and (3).	Cd $\leq$ $e^{(0.7409[\ln H]-4.719)}$;	$\leq$ 8.8	Cd $\leq$ $e^{(0.7409[\ln H]-4.719)}$;	$\leq$ 8.8		
(16) Carbon tetrachloride	Micrograms/L	$\leq$ 0.25 annual avg.; 3.0 max	$\leq$ 4.42 annual avg.	$\leq$ 4.42 annual avg.	$\leq$ 4.42 annual avg.		

(17) Chlorides	Milligrams/L	≤ 250	Not increased more than 10% above normal background. Normal daily and seasonal fluctuations shall be maintained.		Not increased more than 10% above normal background. Normal daily and seasonal fluctuations shall be maintained.		In predominantly marine waters, not increased more than 10% above normal background. Normal daily and seasonal fluctuations shall be maintained.
(18) Chlorine (total residual)	Milligrams/L	≤ 0.01	≤ 0.01	≤ 0.01	≤ 0.01		
(19)(a) Chromium (trivalent)	Micrograms/L measured as total recoverable Chromium See Notes (1) and (3).	Cr (III) ≤ $e^{(0.819[\ln H]+0.6848)}$		Cr (III) ≤ $e^{(0.819[\ln H]+0.6848)}$		Cr (III) ≤ $e^{(0.819[\ln H]+0.6848)}$	In predominantly fresh waters, ≤ $e^{(0.819[\ln H]+0.6848)}$
(19)(b) Chromium (hexavalent)	Micrograms/L See Note (3)	≤ 11	≤ 50	≤ 11	≤ 50	≤ 11	In predominantly fresh waters, ≤ 11. In predominantly marine waters, ≤ 50
(20) Chronic Toxicity (see definition in subsection 62-302.200(5), F.A.C. and also see below, "Substances in concentrations which...")							

(21) Color, etc. (see also Minimum Criteria, Odor, Phenols, etc.)	Color, odor, and taste producing substances and other deleterious substances, including other chemical compounds attributable to domestic wastes, industrial wastes, and other wastes					Only such amounts as will not render the waters unsuitable for agricultural irrigation, livestock watering, industrial cooling, industrial process water supply purposes, or fish survival.	
(22) Conductance, Specific	Micromhos/cm	Shall not be increased more than 50% above background or to 1275, whichever is greater.		Shall not be increased more than 50% above background or to 1275, whichever is greater.		Shall not be increased more than 50% above background or to 1275, whichever is greater.	Shall not exceed 4,000
(23) Copper	Micrograms/L See Notes (1) and (3).	$Cu \leq e^{(0.8545[lnH]-1.702)}$	≤ 3.7	$Cu \leq e^{(0.8545[lnH]-1.702)}$	≤ 3.7	≤ 500	≤ 500
(24) Cyanide	Micrograms/L	≤ 5.2	≤ 1.0	≤ 5.2	≤ 1.0	≤ 5.0	≤ 5.0
(25) Definitions (see Section 62-302.200, F.A.C.)							
(26) Detergents	Milligrams/L	≤ 0.5	≤ 0.5	≤ 0.5	≤ 0.5	≤ 0.5	≤ 0.5
(27) 1,1-Dichloroethylene (1,1-dichloroethene)	Micrograms/L	≤ 0.057 annual avg.; ≤ 7.0 max	≤ 3.2 annual avg.	≤ 3.2 annual avg.	≤ 3.2 annual avg.		
(28) Dichloromethane (methylene chloride)	Micrograms/L	≤ 4.65 annual avg.	≤ 1,580 annual avg.	≤ 1,580 annual avg.	≤ 1,580 annual avg.		
(29) 2,4-Dinitrotoluene	Micrograms/L	≤ 0.11 annual avg.	≤ 9.1 annual avg.	≤ 9.1 annual avg.	≤ 9.1 annual avg.		

(30) Dissolved Oxygen	Milligrams/L	See Rule 62-302.533, F.A.C. _____ _				Shall not average less than 4.0 in a 24-hour period and shall never be less than 3.0.	Shall not be less than 0.3, fifty percent of the time on an annual basis for flows greater than or equal to 250 cubic feet per second and shall never be less than 0.1. Normal daily and seasonal fluctuations above these levels shall be maintained.
(31) Dissolved Solids	Milligrams/L	≤ 500 as a monthly avg.; ≤ 1,000 max					
(32) Fluorides	Milligrams/L	≤ 1.5	≤ 1.5	≤ 10.0	≤ 5.0	≤ 10.0	≤ 10.0
(33) "Free Froms" (see Minimum Criteria in Rule 62-302.500, F.A.C.)							
(34) "General Criteria" (see Rule 62-302.500, F.A.C. and individual criteria)							
(35)(a) Halomethanes (Total trihalomethanes) (total of bromoform, chlorodibromo-methane, dichlorobromome-thane, and chloroform). Individual halomethanes shall not exceed (b)1. to (b)5. below.	Micrograms/L	≤ 80					
(35)(b)1. Halomethanes (individual): Bromoform	Micrograms/L	≤ 4.3 annual avg.	≤ 360 annual avg.	≤ 360 annual avg.	≤ 360 annual avg.		

(35)(b)2. Halomethanes (individual): Chlorodibromo-methane	Micrograms/L	≤ 0.41 annual avg.	≤ 34 annual avg.	≤ 34 annual avg.	≤ 34 annual avg.		
(35)(b)3. Halomethanes (individual): Chloroform	Micrograms/L	≤ 5.67 annual avg.	≤ 470.8 annual avg.	≤ 470.8 annual avg.	≤ 470.8 annual avg.		
(35)(b)4. Halomethanes (individual): Chloromethane (methyl chloride)	Micrograms/L	≤ 5.67 annual avg.	≤ 470.8 annual avg.	≤ 470.8 annual avg.	≤ 470.8 annual avg.		
(35)(b)5. Halomethanes (individual): Dichlorobromomethane	Micrograms/L	≤ 0.27 annual avg.	≤ 22 annual avg.	≤ 22 annual avg.	≤ 22 annual avg.		
(36) Hexachlorobutadiene	Micrograms/L	≤ 0.45 annual avg.	≤ 49.7 annual avg.	≤ 49.7 annual avg.	≤ 49.7 annual avg.		
(37) Imbalance (see Nutrients)							
(38) Iron	Milligrams/L	≤ 1.0	≤ 0.3	≤ 1.0	≤ 0.3	≤ 1.0	
(39) Lead	Micrograms/L See Notes (1) and (3).	Pb ≤ $e^{(1.273[\ln H] - 4.705)}$;	≤ 8.5	Pb ≤ $e^{(1.273\ [\ln H] - 4.705)}$;	≤ 8.5	≤ 50	≤ 50
(40) Manganese	Milligrams/L		≤ 0.1				
(41) Mercury	Micrograms/L	≤0.012	≤0.025	≤0.012	≤0.025	≤ 0.2	≤ 0.2
(42) Minimum Criteria (see Section 62-302.500, F.A.C.)							
(43) Mixing Zones (See Section 62-4.244, F.A.C.)							
(44) Nickel	Micrograms/L See Notes (1) and (3).	Ni ≤ $e^{(0.846[\ln H]+0.0584)}$	≤ 8.3	Ni ≤ $e^{(0.846[\ln H]+0.0584)}$	≤ 8.3	≤ 100	
(45) Nitrate	Milligrams/L as N	≤ 10 or that concentration that exceeds the nutrient criteria					
(46) Nonylphenol (4-nonylphenol)	Micrograms/L	≤ 6.6	≤ 1.7	≤ 6.6	≤ 1.7		
(47) Nuisance Species		Substances in concentrations which result in the dominance of nuisance species: none shall be present.					
(48)(a) Nutrients		The discharge of nutrients shall continue to be limited as needed to prevent violations of other standards contained in this chapter. Man-induced nutrient enrichment (total nitrogen or total phosphorus) shall be considered degradation in relation to the provisions of Rules 62-302.300, 62-302.700, and 62-4.242, F.A.C.					

(48)(b) Nutrients		In no case shall nutrient concentrations of a body of water be altered so as to cause an imbalance in natural populations of aquatic flora or fauna.					
(49) Odor (also see Color, Minimum Criteria, Phenolic Compounds, etc.)	Threshold odor number		Shall not exceed 24 at 60 degrees C as a daily average.				Odor producing substances: only in such amounts as will not unreasonably interfere with use of the water for the designated purpose of this classification.
(50)(a) Oils and Greases	Milligrams/L	Dissolved or emulsified oils and greases shall not exceed 5.0	Dissolved or emulsified oils and greases shall not exceed 5.0	Dissolved or emulsified oils and greases shall not exceed 5.0	Dissolved or emulsified oils and greases shall not exceed 5.0	Dissolved or emulsified oils and greases shall not exceed 5.0	Dissolved or emulsified oils and greases shall not exceed 10.0
(50)(b) Oils and Greases		No undissolved oil, or visible oil defined as iridescence, shall be present so as to cause taste or odor, or otherwise interfere with the beneficial use of waters.					
(50) Pesticides and Herbicides							
(51)(a) 2,4,5-TP	Micrograms/L	≤ 10					
(51)(b) 2-4-D	Micrograms/L	≤ 100					
(51)(c) Aldrin	Micrograms/L	≤ .00013 annual avg.; 3.0 max	≤ .00014 annual avg.; 1.3 max	≤ .00014 annual avg.; 3.0 max	≤ .00014 annual avg.; 1.3 max		
(51)(d) Beta-hexachlorocyclohexane (b-BHC)	Micrograms/L	≤ 0.014 annual avg.	≤ 0.046 annual avg.	≤ 0.046 annual avg.	≤ 0.046 annual avg.		
(51)(e) Carbaryl	Micrograms/L	≤ 2.1		≤ 2.1			
(51)(f) Chlordane	Micrograms/L	≤ 0.00058 annual avg.; 0.0043 max	≤ 0.00059 annual avg.; 0.004 max	≤ 0.00059 annual avg.; 0.0043 max	≤ 0.00059 annual avg.; 0.004 max		
(51)(g) Chlorpyrifos	Micrograms/L	≤ 0.041	≤ 0.0056	≤ 0.041	≤ 0.0056		
(51)(h) DDT	Micrograms/L	≤ 0.00059 annual avg.; 0.001 max	≤ 0.00059 annual avg.; 0.001 max	≤ 0.00059 annual avg.; 0.001 max	≤ 0.00059 annual avg.; 0.001 max		
(51)(i) Demeton	Micrograms/L	≤ 0.1	≤ 0.1	≤ 0.1	≤ 0.1		

(51)(j) Diazinon	Micrograms/L	≤ 0.17	≤ 0.82	≤ 0.17	≤ 0.82		
(51)(k) Dieldrin	Micrograms/L	≤ 0.00014 annual avg.; 0.0019 max	≤ 0.00014 annual avg.; 0.0019 max	≤ 0.00014 annual avg.; 0.0019 max	≤ 0.00014 annual avg.; 0.0019 max		
(51)(l) Endosulfan	Micrograms/L	≤ 0.056	≤ 0.0087	≤ 0.056	≤ 0.0087		
(51)(m) Endrin	Micrograms/L	≤ 0.0023	≤ 0.0023	≤ 0.0023	≤ 0.0023		
(51)(n) Guthion	Micrograms/L	≤ 0.01	≤ 0.01	≤ 0.01	≤ 0.01		
(51)(o) Heptachlor	Micrograms/L	≤ 0.00021 annual avg.; 0.0038 max	≤ 0.00021 annual avg.; 0.0036 max	≤ 0.00021 annual avg.; 0.0038 max	≤ 0.00021 annual avg.; 0.0036 max		
(51)(p) Lindane (g-benzene hexachloride)	Micrograms/L	See Minimum criteria in paragraph 62-302.500(1)(d), F.A.C.	See Minimum criteria in paragraph 62-302.500(1)(d), F.A.C.	See Minimum criteria in paragraph 62-302.500(1)(d), F.A.C.	See Minimum criteria in paragraph 62-302.500(1)(d), F.A.C.		
(51)(q) Malathion	Micrograms/L	≤ 0.1	≤ 0.1	≤ 0.1	≤ 0.1		
(51)(r) Methoxychlor	Micrograms/L	≤ 0.03	≤ 0.03	≤ 0.03	≤ 0.03		
(51)(s) Mirex	Micrograms/L	≤ 0.001	≤ 0.001	≤ 0.001	≤ 0.001		
(51)(t) Parathion	Micrograms/L	≤ 0.04	≤ 0.04	≤ 0.04	≤ 0.04		
(51)(u) Toxaphene	Micrograms/L	≤ 0.0002	≤ 0.0002	≤ 0.0002	≤ 0.0002		
(52)(a) pH (Class I and Class IV Waters)	Standard Units	Shall not vary more than one unit above or below natural background provided that the pH is not lowered to less than 6 units or raised above 8.5 units. If natural background is less than 6 units, the pH shall not vary below natural background or vary more than one unit above natural background. If natural background is higher than 8.5 units, the pH shall not vary above natural background or vary more than one unit below background.					
(52)(b) pH (Class II Waters)	Standard Units	Shall not vary more than one unit above or below natural background of coastal waters as defined in paragraph 62-302.520(3)(b), F.A.C., or more than two-tenths unit above or below natural background of open waters as defined in paragraph 62-302.520(3)(f), F.A.C., provided that the pH is not lowered to less than 6.5 units or raised above 8.5 units. If natural background is less than 6.5 units, the pH shall not vary below natural background or vary more than one unit above natural background for coastal waters or more than two-tenths unit above natural background for open waters. If natural background is higher than 8.5 units, the pH shall not vary above natural background or vary more than one unit below natural background of coastal waters or more than two-tenths unit below natural background of open waters.					

(52)(c) pH (Class III Waters)	Standard Units	Shall not vary more than one unit above or below natural background of predominantly fresh waters and coastal waters as defined in paragraph 62-302.520(3)(b), F.A.C. or more than two-tenths unit above or below natural background of open waters as defined in paragraph 62-302.520(3)(f), F.A.C., provided that the pH is not lowered to less than 6 units in predominantly fresh waters, or less than 6.5 units in predominantly marine waters, or raised above 8.5 units. If natural background is less than 6 units, in predominantly fresh waters or 6.5 units in predominantly marine waters, the pH shall not vary below natural background or vary more than one unit above natural background of predominantly fresh waters and coastal waters, or more than two-tenths unit above natural background of open waters. If natural background is higher than 8.5 units, the pH shall not vary above natural background or vary more than one unit below natural background of predominantly fresh waters and coastal waters, or more than two-tenths unit below natural background of open waters.					
(52)(d) pH (Class V Waters)	Standard Units	Not lower than 5.0 nor greater than 9.5 except certain swamp waters which may be as low as 4.5.					
(53)(a) Phenolic Compounds: Total		Phenolic compounds other than those produced by the natural decay of plant material, listed or unlisted, shall not taint the flesh of edible fish or shellfish or produce objectionable taste or odor in a drinking water supply.					
(53)(b) Total Chlorinated Phenols and Chlorinated Cresols	Micrograms/L	1. The total of all chlorinated phenols, and chlorinated cresols, except as set forth in (c)1. to (c)4. below, shall not exceed 1.0 unless higher values are shown not to be chronically toxic. Such higher values shall be approved in writing by the Secretary. 2. The compounds listed in (c)1. to (c)6. below shall not exceed the limits specified for each compound.					1. The total of the following Phenolic compounds shall not exceed 50: a) Chlorinated phenols; b) Chlorinated cresols; and c) 2,4-dinitrophenol.
(53)(c)1. Phenolic Compound: 2-chlorophenol	Micrograms/L	$\leq$ 120	< 400 See Note (2).	< 400 See Note (2).	< 400 See Note (2).	< 400 See Note (2).	
(53)(c)2. Phenolic Compound: 2,4-dichlorophenol	Micrograms/L	< 93 See Note (2).	< 790 See Note (2).	< 790 See Note (2).	< 790 See Note (2).	< 790 See Note (2).	
(53)(c)3. Phenolic Compound: Pentachlorophenol	Micrograms/L	$\leq$ 30 max; $\leq$ 0.28 annual avg; $\leq e^{(1.005[pH]-5.29)}$	$\leq$ 7.9	$\leq$ 30 max; $\leq$ 8.2 annual avg; $\leq e^{(1.005[pH]-5.29)}$	$\leq$ 7.9	$\leq$ 30	
(53)(c)4. Phenolic Compound: 2,4,6-trichlorophenol	Micrograms/L	$\leq$ 2.1 annual avg.	$\leq$ 6.5 annual avg.	$\leq$ 6.5 annual avg.	$\leq$ 6.5 annual avg.	$\leq$ 6.5 annual avg.	

(53)(c)5. Phenolic Compound: 2,4-dinitrophenol	Milligrams/L	≤ 0.0697 See Note (2).	≤ 14.26 See Note (2).	≤ 14.26 See Note (2).	≤ 14.26 See Note (2).	≤ 14.26 See Note (2).	
(53)(c)6. Phenolic Compound: Phenol	Milligrams/L	≤ 0.3	≤ 0.3	≤ 0.3	≤ 0.3	≤ 0.3	≤ 0.3
(54) Phosphorus (Elemental)	Micrograms/L		≤ 0.1		≤ 0.1		
(55) Phthalate Esters	Micrograms/L	≤ 3.0		≤ 3.0			
(56) Polychlorinated Biphenyls (PCBs)	Micrograms/L	≤ 0.000044 annual avg.; 0.014 max	≤ 0.000045 annual avg.; 0.03 max	≤ 0.000045 annual avg.; 0.014 max	≤ 0.000045 annual avg.; 0.03 max		
(57)(a) Polycyclic Aromatic Hydrocarbons (PAHs). Total of: Acenaphthylene; Benzo(a)anthracene; Benzo(a)pyrene; Benzo(b)fluoran-thene; Benzo-(ghi)perylene; Benzo(k)fluoranthene; Chrysene; Dibenzo-(a,h)anthracene; Indeno(1,2,3-cd)pyrene; and Phenanthrene	Micrograms/L	≤ 0.0028 annual avg.	≤ 0.031 annual avg.	≤ 0.031annual avg.	≤ 0.031 annual avg.		
(57)(b)1. (Individual PAHs): Acenaphthene	Milligrams/L	< 1.2 See Note (2).	< 2.7 See Note (2).	< 2.7 See Note (2).	< 2.7 See Note (2).		
(57)(b)2. (Individual PAHs): Anthracene	Milligrams/L	< 9.6 See Note (2).	< 110 See Note (2).	< 110 See Note (2).	< 110 See Note (2).		
(57)(b)3. (Individual PAHs): Fluoranthene	Milligrams/L	< 0.3 See Note (2).	< 0.370 See Note (2).	< 0.370 See Note (2).	< 0.370 See Note (2).		
(57)(b)4. (Individual PAHs): Fluorene	Milligrams/L	< 1.3 See Note (2).	< 14 See Note (2).	< 14 See Note (2).	< 14 See Note (2).		
(57)(b)5. (Individual PAHs): Pyrene	Milligrams/L	< 0.96 See Note (2).	< 11 See Note (2).	< 11 See Note (2).	< 11 See Note (2).		
(58)(a) Radioactive substances (Combined radium 226 and 228)	Picocuries/L	≤ 5	≤ 5	≤ 5	≤ 5	≤ 5	≤ 5

(58)(b) Radioactive substances (Gross alpha particle activity including radium 226, but excluding radon and uranium)	Picocuries/L	≤ 15	≤ 15	≤ 15	≤ 15	≤ 15	≤ 15
(59) Selenium	Micrograms/L	≤ 5.0	≤ 71	≤ 5.0	≤ 71		
(60) Silver	Micrograms/L See Note (3).	≤ 0.07	See Minimum criteria in paragraph 62-302.500(1)(c), F.A.C.	≤ 0.07	See Minimum criteria in paragraph 62-302.500(1)(c), F.A.C.		
(61) Specific Conductance (see Conductance, Specific, above)							
(62) Substances in concentrations which injure, are chronically toxic to, or produce adverse physiological or behavioral response in humans, plants, or animals		None shall be present.					
(63) 1,1,2,2-Tetrachloroethane	Micrograms/L	≤ 0.17 annual avg.	≤ 10.8 annual avg.	≤ 10.8 annual avg.	≤ 10.8 annual avg.		
(64) Tetrachloroethylene (1,1,2,2-tetrachloroethene)	Micrograms/L	≤ 0.8 annual avg., ≤ 3.0 max	≤ 8.85 annual avg.	≤ 8.85 annual avg.	≤ 8.85 annual avg.		
(65) Thallium	Micrograms/L	< 1.7	< 6.3	< 6.3	< 6.3		
(66) Thermal Criteria (See Rule 62-302.520)							
(67) Total Dissolved Gases	Percent of the saturation value for gases at the existing atmospheric and hydrostatic pressures	≤ 110% of saturation value	≤ 110% of saturation value	≤ 110% of saturation value	≤ 110% of saturation value		

(68) Transparency	Depth of the compensation point within the water column for photosynthetic activity	The annual average value shall not be reduced by more than 10% as compared to the natural backgroun d value. Annual average values shall be based on a minimum of three samples, with each sample collected at least three months apart.	The annual average value shall not be reduced by more than 10% as compared to the natural background value. Annual average values shall be based on a minimum of three samples, with each sample collected at least three months apart.	The annual average value shall not be reduced by more than 10% as compared to the natural background value. Annual average values shall be based on a minimum of three samples, with each sample collected at least three months apart.	The annual average value shall not be reduced by more than 10% as compared to the natural background value. Annual average values shall be based on a minimum of three samples, with each sample collected at least three months apart.		
(69) Trichloroethylene (trichloroethene)	Micrograms/L	$\leq$ 2.7 annual avg., $\leq$ 3.0 max	$\leq$ 80.7 annual avg.	$\leq$ 80.7 annual avg.	$\leq$ 80.7 annual avg.		
(70) Turbidity	Nephelometric Turbidity Units (NTU)	$\leq$ 29 above natural backgroun d conditions	$\leq$ 29 above natural background conditions	$\leq$ 29 above natural background conditions	$\leq$ 29 above natural background conditions	$\leq$ 29 above natural background conditions	$\leq$ 29 above natural background conditions
(71) Zinc	Micrograms/L See Notes (1) and (3).	$Zn \leq e^{(0.8473[lnH]+0.884)}$	$\leq$ 86	$Zn \leq e^{(0.8473[lnH]+0.884)}$	$\leq$ 86	$\leq$ 1,000	$\leq$ 1,000

Notes**:** (1) "ln H" means the natural logarithm of total hardness expressed as milligrams/L of $CaCO_3$. For metals criteria involving equations with hardness, the hardness shall be set at 25 mg/L if actual hardness is < 25 mg/L and set at 400 mg/L if actual hardness is > 400 mg/L. (2) This criterion is protective of human health not of aquatic life. (3) For application of dissolved metals criteria see paragraph 62-302.500(2)(d), F.A.C. (4) Class III-Limited waters have at least one Site Specific Alternative Criterion as established under Rule 62-302.800, F.A.C.

Rulemaking Authority 403.061, 403.062, 403.087, 403.504, 403.704, 403.804 FS. Law Implemented 403.021(11), 403.061, 403.087, 403.088, 403.141, 403.161, 403.182, 403.502, 403.702, 403.708 FS. History–New 1-28-90, Formerly 17-3.065, Amended 2-13-92, 6-17-92, Formerly 17-302.540, 17-302.550, 17-302.560, 17-302.570, 17-302.580, Amended 4-25-93, Formerly 17-302.530, Amended 1-23-95, 1-15-96, 5-15-02, 7-19-04, 12-7-06, 8-5-10, 7-3-12, 8-1-13, 2-17-16.

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on **July 18, 2019 at 9:02 a.m.** in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 42, ARTICLE VII, SECTION 42-310 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; CLARIFYING THE STORMWATER DISCHARGE CONTROL EXEMPTION FOR DECHLORINATED SWIMMING POOL AND SPA DISCHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Deana Stallworth, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

PENSACOLA News Journal pnj.com

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: ESCAMBIA CO PUBLIC INFO/LEGALS

Address: 221 PALAFOX PL STE 420
PENSACOLA FL 32502
USA

Ad No.: 0003663859
Pymt Method Invoice
Net Amt: $134.56

Run Times: 1

No. of Affidavits: 0

Run Dates: 07/03/19

Text of Ad:

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Legal No. 3663859, July 3, 2019

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-16484 **11.**
BCC Regular Meeting
Meeting Date: 07/18/2019
Issue: Committee of the Whole Recommendation
From: Pam Childers, Clerk of the Circuit Court & Comptroller

Recommendation:
Committee of the Whole Recommendation.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution regarding the fee for cremation services, based on the recommendation of the Committee of the Whole (C/W) approving the verbiage that is in the backup and placing it on the agenda for final approval at the next regularly scheduled meeting (C/W Item #4).

Attachments

Proposed Resolution from CW

Resolution No. R2019____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2012-72 RELATING TO THE IMPOSITION OF A FEE FOR CREMATION AUTHORIZATION SERVICES RENDERED BY THE DISTRICT ONE MEDICAL EXAMINER; PROVIDING FOR THE CREATION AND COLLECTION OF A USER FEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 406.08, Florida Statutes, the Board of County Commissioners is required to compensate the Medical Examiner and staff such reasonable salary and expenses as may be established by the Board; and

WHEREAS, pursuant to 406.11(1), Florida Statutes, the Medical Examiner is required to determine the cause of death and shall, for that purpose, make or have performed such examinations, investigations, and autopsies as he or she shall deem necessary or as shall be requested by the state attorney; and

WHEREAS, as part of the services of the Medical Examiner funded by the County is the issuance of certificates that will allow the remains of a decedent to be cremated; and

WHEREAS, the decision to have the remains of a decedent cremated is a voluntary one by the estate, personal representative or next of kin of the decedent; and

WHEREAS, the utilization of the Medical Examiner services to authorize a cremation is a benefit to the estate, personal representative or next of kin of the decedent not shared by other members of society as the estate, personal representative or next of kin have the option of not utilizing the services of the Medical Examiner to authorize the cremation and thereby avoid the fee; and

WHEREAS, the Board of County Commissioners previously adopted Resolution R2012-72 which permitted the Medical Examiner to collect a cremation authorization fee for each cremation authorized by the Medical Examiner as a budget reduction strategy to offset partially the cost of Medical Examiner services that are required to be funded by the County; and

WHEREAS, the Medical Examiner has now declined to collect cremation authorization fees on his or her own behalf; and

WHEREAS, the cremation authorization fee constitutes a user fee and reimburses the County for the cost of that service and the amount is reasonably related to that cost; and

WHEREAS, the Board seeks to amend Resolution R2012-72 to provide for procedures for the collection of the cremation authorization fees as a user fee.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Escambia County as follows:

C/W #4

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby establishes a cremation authorization fee in the amount of forty dollars ($40.00) for cremation authorization services rendered by the District One Medical Examiner's Office and which are funded by the County. The cremation authorization fee shall be collected by funeral homes and other entities and facilities that provide cremation services and shall be remitted to the County or its designee.

Section 3. That a cremation authorization fee shall not be established, charged or collected for any human body or remains which are unclaimed and cremated as a public expense pursuant to Chapter 406, Florida Statutes.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

DULY PASSED AND ADOPTED this _____ day of _____, 2019.

BOARD OF COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST:

_____
Pam Childers
Clerk of the Circuit Court

APPROVED AS TO FORM:



_____
Alison Rogers, County Attorney

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-16363 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/18/2019
Issue: May 2019 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the May 31, 2019 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2019, as required by Ordinance Number 95-13; on May 31, 2019, the portfolio market value was $337,095,262 and portfolio earnings totaled $967,901 for the month; the short term portfolio yield 2.24%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.46%; the long-term CORE portfolio achieved a yield of 2.19%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.98%.

Attachments

May 2019 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2018-2019
May 31, 2019

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2018-2019
May 31, 2019

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value April 30, 2019	Market Value May 31, 2019
Bank Accounts	$29,255,491	$15,560,535
Money Market Accounts***	$0	$0
Local Government Investment Pools*	$88,534,163	$83,725,251
Local Government Investment Pools**	$72,239,701	$72,750,831
Certificates of Deposit	$76,141,698	$76,141,698
Money Market Mutual Fund	$336,055	$512,396
U.S. Treasury Bond/Notes	$42,458,661	$43,673,263
Federal Agency Bond/Note	$23,022,119	$23,072,791
Municipal Bonds	$2,851,650	$2,855,179
Corporate Notes	$19,723,241	$18,803,319
Total Portfolio Assets:	**$354,562,779**	**$337,095,262**
Current Month Earnings:	**$629,592**	**$967,901**
Fiscal Year to Date Earnings:	**$4,529,046**	**$5,496,947**

**FL PRIME, FLCLASS, FL-FIT*
***FL TRUST*
**** All three MMAs converted to CDs in JAN 19*

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	April 30, 2019	May 31, 2019
Market Value	**$266,171,053**	**$248,178,314**
Short Term Portfolio Yield:	**2.15%**	**2.24%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	2.48%	2.46%
Fiscal YTD Earnings:	**$3,736,926**	**$4,587,205**

LONG TERM CORE PORTFOLIO:	April 30, 2019	May 31, 2019
Market Value	**$88,391,726**	**$88,916,948**
CORE Portfolio Yield to Maturity at Market:	**2.41%**	**2.19%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.29%	1.98%
CORE Portfolio Total Return:	**0.19%**	**0.57%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.16%	1.00%
Effective Duration (Years)	**1.47**	**1.50**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.60	2.64
Fiscal YTD Earnings:	**$792,121**	**$909,742**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2018-2019
May 31, 2019

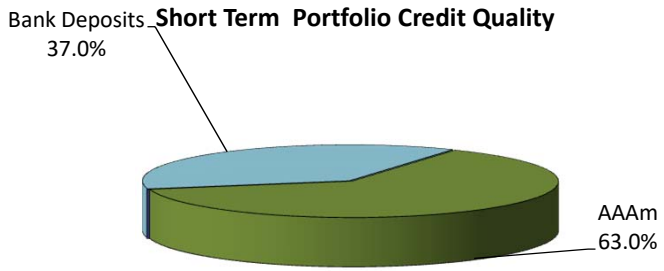
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 15,560,535	6.3%
Money Market Accounts	-	0.0%
Certificates of Deposit	76,141,698	30.7%
Local Government Investment Pools*	83,725,251	33.7%
Local Government Investment Pools**	72,750,831	29.3%
Total Short Term Portfolio Assets:	**$ 248,178,314**	100.0%

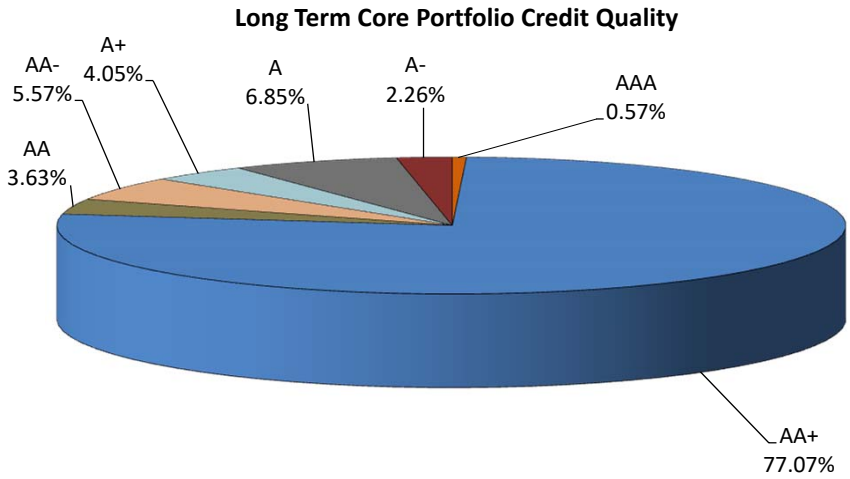
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 43,673,263	49.1%
Federal Agency Bond / Note	23,072,791	25.9%
Municipal Obligations	2,855,179	3.2%
Corporate Note	18,803,319	21.1%
Money Market Mutual Fund - Federated Government	512,396	0.6%
Total Long Term Core Portfolio Assets:	**$ 88,916,948**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2018-2019
May 31, 2019

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	43,673,263	13.0%	100%	Yes
Federal Instrumentalities	23,072,791	6.8%	50%	Yes
Local Government Investment Pools	156,476,081	46.4%	75%	Yes
Certificates of Deposit	76,141,698	22.6%	50%	Yes
Corporate Notes	18,803,319	5.6%	25%	Yes
State and/or Local Government Debt	2,855,179	0.8%	25%	Yes
Bank Accounts - Bank of America	15,560,535	4.62%	100%	Yes
Money Market Mutual Fund	512,396	0.2%	50%	Yes
Total Investment Holdings	**337,095,262**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	999,325	0.3%	5%	Yes
American Honda Finance	417,743	0.1%	5%	Yes
Apple Inc. Corporate Notes	999,242	0.3%	5%	Yes
BBVA Compass	25,441,010	7.5%	15%	Yes
Centennial Bank	20,331,626	6.0%	15%	Yes
Caterpillar INC	744,856	0.2%	5%	Yes
Cisco Systems Inc.	2,014,942	0.6%	5%	Yes
City of New York	1,698,062	0.5%	5%	Yes
Coca-Cola Company	324,557	0.1%	5%	Yes
Deere & Company	1,190,389	0.4%	5%	Yes
Fannie Mae	8,325,675	2.5%	5%	Yes
Federal Home Loan Bank (FHLB)	11,104,427	3.3%	25%	Yes
Fidelity Institutional Government MMF	512,396	0.2%	25%	Yes
FLCLASS	5,230,747	1.6%	25%	Yes
FL-FIT	14,935,517	4.4%	25%	Yes
Florida Prime (SBA)	63,558,987	18.9%	25%	Yes
Florida Local Government Investment Trust	72,750,831	21.6%	25%	Yes
Freddie Mac	3,642,689	1.1%	25%	Yes
Hancock Bank	5,031,526	1.5%	15%	Yes
Home Depot Inc.	466,731	0.1%	5%	Yes
Honeywell International	740,528	0.2%	5%	Yes
Intel Corporation	998,781	0.3%	5%	Yes
International Business Machines	989,848	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	998,436	0.3%	5%	Yes
Mastercard	743,492	0.2%	5%	Yes
Merck & CO INC	752,370	0.2%	5%	Yes
Microsoft Corporate Notes	501,860	0.1%	5%	Yes
Mississippi State	758,693	0.2%	5%	Yes
Oracle Corp	1,000,330	0.3%	5%	Yes
Pepsico, Inc.	1,012,180	0.3%	5%	Yes
Pfizer Inc Corporate Notes	-	0.0%	5%	Yes
Proctor & Gamble Co	659,171	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2018-2019
May 31, 2019

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,337,536	7.5%	**15%**	**Yes**
State Street Corporation	1,001,658	0.3%	**5%**	**Yes**
The Walt Disney Corporation	501,023	0.1%	**5%**	**Yes**
Toyota Motor Corp	594,176	0.2%	**5%**	**Yes**
United Parcel Service Inc.	500,016	0.1%	**5%**	**Yes**
United States Treasury Securities	43,673,263	13.0%	**100%**	**Yes**
University of WA Taxable Revenue Bonds	398,424	0.1%	**5%**	**Yes**
Visa Inc	651,665	0.2%	**5%**	**Yes**
Total Investment Holdings	**337,095,262**	**100.0%**		

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-16424 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 07/18/2019
Issue: TDT Collection Data for the April 2019 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the April 2019 Returns Received in May 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2019 returns received in the month of May 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eighth month of collections for the fiscal year 2019; total collected for the month of April 2019 returns was $1,024,645.32; this is a 12.60% increase over April 2018 returns; total collections year to date are 10.79% more than the comparable time frame in Fiscal Year 2018.

Attachments

April 2019 TDT Returns

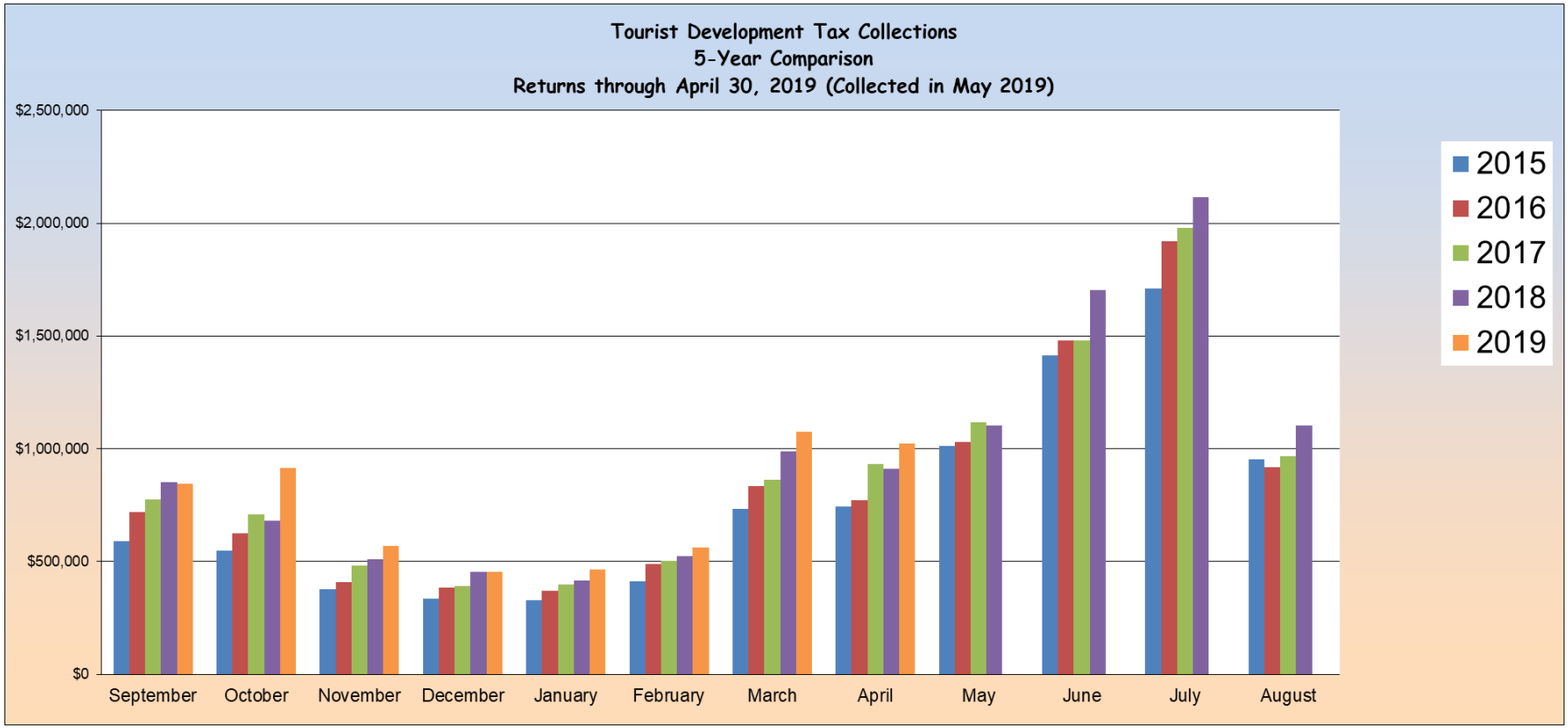
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA

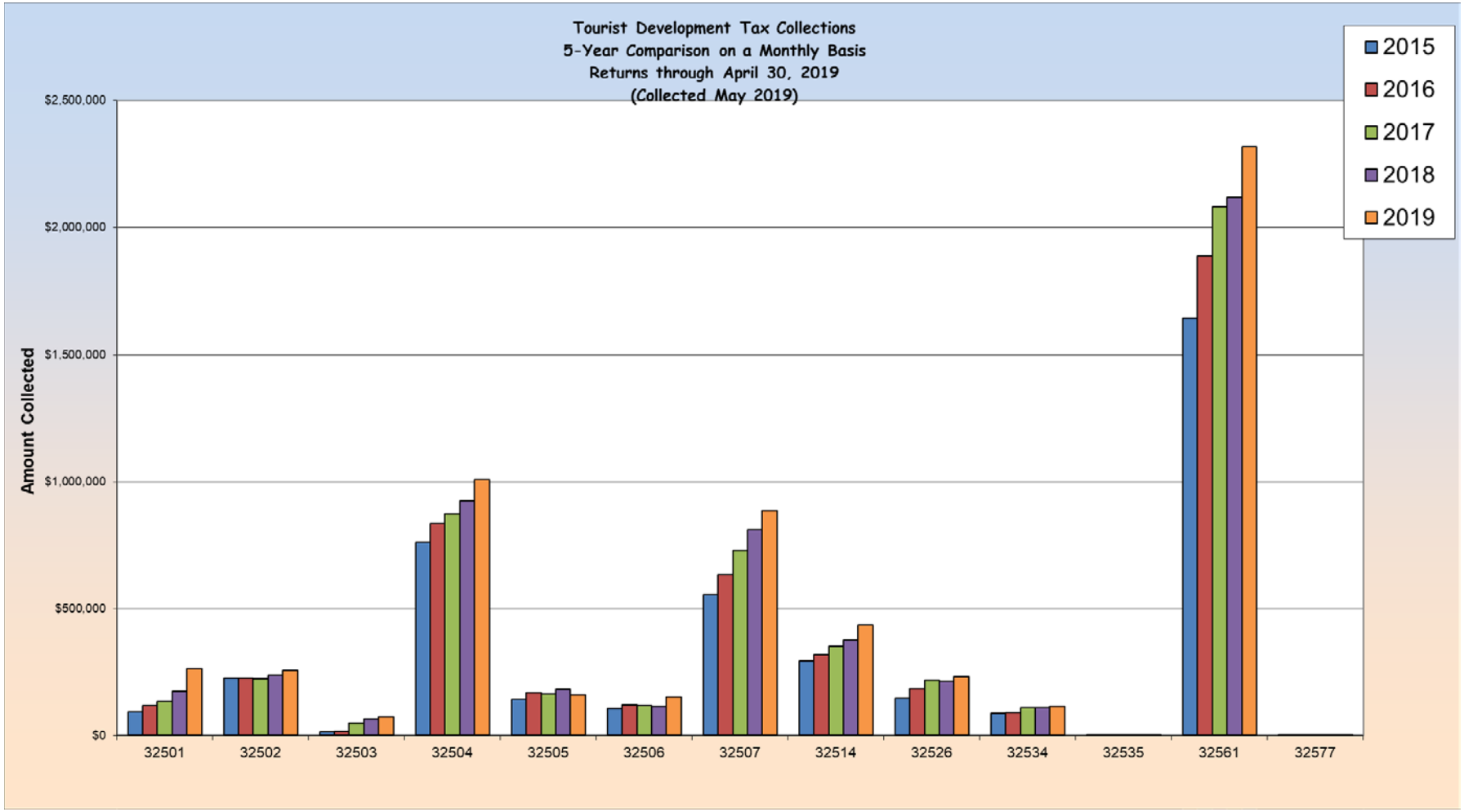
REPORTED IN FISCAL YEAR FORMAT

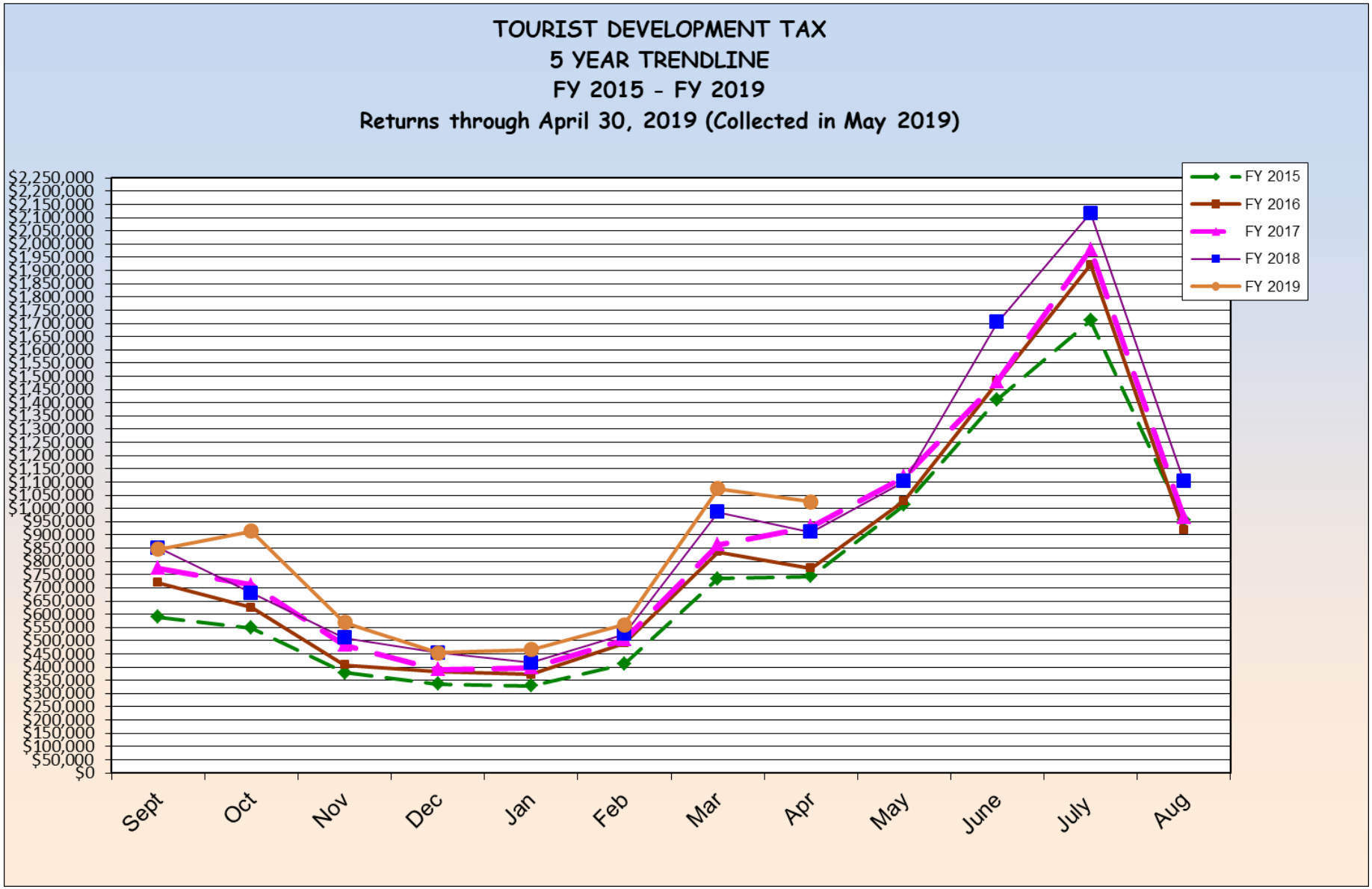
ESCAMBIA COUNTY FLORIDA

AS OF May 2019

Zip Code	Fiscal Year 2019 YTD Collected	Fiscal Year 2018 YTD Collected	Difference	% Change
32501	266,112	174,744	91,368	52%
32502	256,516	238,366	18,150	8%
32503	75,049	66,781	8,268	12%
32504	1,008,131	925,348	82,783	9%
32505	168,794	183,627	(14,833)	-8%
32506	154,435	114,259	40,176	35%
32507	886,799	811,543	75,256	9%
32514	436,287	374,994	61,293	16%
32526	224,214	213,380	10,834	5%
32534	115,770	111,011	4,759	4%
32535	1,375	1,261	114	9%
32561	2,316,781	2,119,410	197,371	9%
32562	-	-	-	0%
32577	215	299	(84)	-28%
Total	**$ 5,910,478**	**$ 5,335,021**	**$ 575,457**	**11%**


Tourist Development Tax Collections
5-Year Comparison
Returns through April 30, 2019 (Collected in May 2019)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2015
2016
2017
2018
2019


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through April 30, 2019
(Collected May 2019)
2015
2016
2017
2018
2019
Amount Collected
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2015 - FY 2019
Returns through April 30, 2019 (Collected in May 2019)
FY 2015
FY 2016
FY 2017
FY 2018
FY 2019
$2,250,000
$2,200,000
$2,150,000
$2,100,000
$2,050,000
$2,000,000
$1,950,000
$1,900,000
$1,850,000
$1,800,000
$1,750,000
$1,700,000
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
$1,000,000
$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF May 31, 2019

	Zip Code									
	32501		32,502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**17,896**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**32,557**	4%
12/18	**27,415**	5%	**26,588**	5%	**8,206**	1%	**116,496**	20%	**17,508**	3%
01/19	**28,240**	6%	**23,782**	5%	**7,469**	2%	**91,184**	20%	**16,522**	4%
02/19	**23,748**	5%	**24,054**	5%	**7,452**	2%	**104,269**	22%	**12,833**	3%
03/19	**29,658**	5%	**27,844**	5%	**8,483**	2%	**108,984**	19%	**13,846**	2%
04/19	**46,045**	4%	**43,442**	4%	**12,291**	1%	**157,318**	15%	**33,638**	3%
05/19	**43,988**	4%	**41,551**	4%	**12,653**	1%	**149,918**	15%	**23,995**	2%
Total	**266,112**	**5%**	**256,516**	**4%**	**75,049**	1%	**1,008,131**	**17%**	**168,794**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**24,272**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**34,816**	4%	**18,767**	2%
12/18	**16,253**	3%	**68,914**	12%	**50,181**	9%	**28,271**	5%	**14,944**	3%
01/19	**11,089**	2%	**46,182**	10%	**46,077**	10%	**22,109**	5%	**13,288**	3%
02/19	**16,729**	4%	**66,290**	14%	**41,438**	9%	**20,889**	4%	**10,179**	2%
03/19	**11,373**	2%	**85,945**	15%	**54,012**	10%	**22,508**	4%	**9,693**	2%
04/19	**25,421**	2%	**174,844**	16%	**69,638**	6%	**37,999**	4%	**17,683**	2%
05/19	**22,567**	2%	**150,836**	15%	**62,460**	6%	**33,350**	3%	**17,293**	2%
Total	**154,435**	3%	**886,799**	15%	**436,287**	7%	**224,214**	4%	**115,770**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	100%
11/18	**-**	0%	**346,703**	38%	**-**	0%	**40**	0%	**914,773**	100%
12/18	**369**	0%	**193,908**	34%	**-**	0%	**23**	0%	**569,078**	100%
01/19	**-**	0%	**147,642**	33%	**-**	0%	**34**	0%	**453,617**	100%
02/19	**220**	0%	**138,270**	30%	**-**	0%	**-**	0%	**466,370**	100%
03/19	**181**	0%	**188,341**	34%	**-**	0%	**-**	0%	**560,868**	100%
04/19	**176**	0%	**455,965**	42%	**-**	0%	**26**	0%	**1,074,487**	100%
05/19	**219**	0%	**465,816**	45%	**-**	0%	**-**	0%	**1,024,645**	100%
Total	**1,375**	0%	**2,316,781**	39%	**-**	0%	**215**	0%	**5,910,478**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF May 31, 2018

	Zip Code									
	32501		$ 32,502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy outh of I-10 includi Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	$ 20,189	2%	$ 33,110	4%	$ 8,054	1%	$ 127,370	15%	$ 26,827	3%
11/17	$ 15,305	2%	$ 30,151	4%	$ 7,908	1%	$ 112,522	17%	$ 16,690	2%
12/17	$ 15,278	3%	$ 26,266	5%	$ 7,092	1%	$ 103,569	20%	$ 15,923	3%
01/18	$ 14,881	3%	$ 22,042	5%	$ 7,184	2%	$ 93,898	21%	$ 18,961	4%
02/18	$ 16,581	4%	$ 20,599	5%	$ 6,278	2%	$ 93,500	22%	$ 17,664	4%
03/18	$ 23,638	5%	$ 27,222	5%	$ 7,113	1%	$ 99,293	19%	$ 21,179	4%
04/18	$ 34,008	3%	$ 38,474	4%	$ 11,949	1%	$ 152,410	15%	$ 34,756	4%
05/18	$ 34,862	4%	$ 40,502	4%	$ 11,202	1%	$ 142,785	16%	$ 31,626	3%
Total	**$ 174,744**	**3%**	**$ 238,366**	**4%**	**$ 66,781**	1%	**$ 925,348**	**17%**	**$ 183,627**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	$ 17,729	2%	$ 141,510	17%	$ 48,279	6%	$ 28,141	3%	$ 16,787	2%
11/17	$ 14,116	2%	$ 117,580	17%	$ 45,400	7%	$ 25,079	4%	$ 13,812	2%
12/17	$ 12,723	2%	$ 58,984	12%	$ 41,547	8%	$ 24,823	5%	$ 11,206	2%
01/18	$ 10,887	2%	$ 44,414	10%	$ 38,809	9%	$ 24,691	5%	$ 10,404	2%
02/18	$ 10,328	2%	$ 59,924	14%	$ 39,584	9%	$ 22,010	5%	$ 10,365	2%
03/18	$ 11,701	2%	$ 85,625	16%	$ 39,610	8%	$ 22,481	4%	$ 11,745	2%
04/18	$ 18,397	2%	$ 167,734	17%	$ 62,926	6%	$ 33,533	3%	$ 19,546	2%
05/18	$ 18,378	2%	$ 135,773	15%	$ 58,839	6%	$ 32,623	4%	$ 17,144	2%
Total	**$ 114,259**	2%	**$ 811,543**	15%	**$ 374,994**	7%	**$ 213,380**	4%	**$ 111,011**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	$ 138	0%	$ 383,626	45%	$ -	0%	$ 16	0%	$ 851,776	100%
11/17	$ 186	0%	$ 281,499	41%	$ -	0%	$ 50	0%	$ 680,298	100%
12/17	$ 200	0%	$ 192,757	38%	$ -	0%	$ 35	0%	$ 510,405	100%
01/18	$ 88	0%	$ 167,637	37%	$ -	0%	$ 17	0%	$ 453,912	100%
02/18	$ -	0%	$ 120,225	29%	$ -	0%	$ -	0%	$ 417,058	100%
03/18	$ 304	0%	$ 174,793	33%	$ -	0%	$ 33	0%	$ 524,739	100%
04/18	$ 171	0%	$ 412,832	42%	$ -	0%	$ 85	0%	$ 986,822	100%
05/18	$ 173	0%	$ 386,040	42%	$ -	0%	$ 64	0%	$ 910,012	100%
Total	**$ 1,261**	0%	**$ 2,119,410**	40%	**$ -**	0%	**$ 299**	0%	**$ 5,335,021**	

Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019									
Month Of	For The										
Collection	Month Of	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
OCT	SEP	$ 274,902	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,979
NOV	OCT	$ 238,423	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080
DEC	NOV	$ 214,475	$ 226,459	$ 244,845	$ 254,898	$ 236,608	$ 284,253	$ 305,743	$ 362,364	$ 382,803	$ 426,808
JAN	DEC	$ 164,750	$ 192,546	$ 212,164	$ 207,117	$ 230,300	$ 251,856	$ 288,130	$ 292,783	$ 340,434	$ 340,213
FEB	JAN	$ 171,885	$ 192,262	$ 200,843	$ 205,954	$ 233,879	$ 247,492	$ 279,148	$ 298,406	$ 312,794	$ 349,778
MAR	FEB	$ 201,473	$ 241,571	$ 270,226	$ 283,812	$ 286,019	$ 309,204	$ 367,477	$ 377,962	$ 393,553	$ 420,651
APR	MAR	$ 330,261	$ 397,690	$ 464,002	$ 518,242	$ 510,758	$ 550,693	$ 626,572	$ 646,982	$ 740,116	$ 805,865
MAY	APR	$ 358,871	$ 417,733	$ 447,350	$ 455,554	$ 506,593	$ 557,617	$ 580,106	$ 698,384	$ 682,509	$ 768,484
	TOTAL	**$ 1,955,040**	**$ 2,266,325**	**$ 2,487,645**	**$ 2,649,075**	**$ 2,724,651**	**$ 3,054,436**	**$ 3,456,294**	**$ 3,790,544**	**$ 4,001,264**	**$ 4,432,858**

TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019									
Month Of	For The										
Collection	Month Of	2010	2011	2012	2013	2014	2015	2016	2017	2018	2,019
OCT	SEP	$ 91,634	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660
NOV	OCT	$ 79,474	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693
DEC	NOV	$ 71,492	$ 75,487	$ 81,615	$ 84,966	$ 78,869	$ 94,751	$ 101,914	$ 120,788	$ 127,601	$ 142,269
JAN	DEC	$ 54,917	$ 64,182	$ 70,721	$ 69,039	$ 76,767	$ 83,950	$ 96,043	$ 97,594	$ 113,478	$ 113,404
FEB	JAN	$ 57,295	$ 64,087	$ 66,948	$ 68,651	$ 77,960	$ 82,497	$ 93,049	$ 99,469	$ 104,265	$ 116,593
MAR	FEB	$ 67,158	$ 80,524	$ 90,075	$ 94,604	$ 95,340	$ 103,068	$ 122,492	$ 125,987	$ 131,185	$ 140,217
APR	MAR	$ 110,087	$ 132,563	$ 154,667	$ 172,747	$ 170,253	$ 183,564	$ 208,857	$ 215,661	$ 246,707	$ 268,622
MAY	APR	$ 119,624	$ 139,244	$ 149,117	$ 151,851	$ 168,864	$ 185,872	$ 193,369	$ 232,795	$ 227,503	$ 256,161
TOTAL		**$ 651,680**	**$ 755,442**	**$ 829,215**	**$ 883,025**	**$ 908,217**	**$ 1,018,145**	**$ 1,152,098**	**$ 1,263,515**	**$ 1,333,757**	**$ 1,477,620**

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-16445 **Clerk & Comptroller's Report 12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 07/18/2019
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Approve the Minutes of the Special Board Meeting held June 17, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held June 20, 2019;

C. Approve the Minutes of the Regular Board Meeting held June 20, 2019;

D. Accept, for filing with the Board's Minutes, the Report of the Budget Committee of the Whole Workshop held June 25-27, 2019; and

E. Approve the Minutes of the Special Board Meeting held July 1, 2019.

Attachments

20190617 Special BCC Meeting Minutes
20190620 Gary Sansing Public Forum Report
20190620 Regular BCC Meeting Minutes
20190625 Budget CW Report
20190701 Special BCC Meeting Minutes

MINUTES OF THE SPECIAL MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 17, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Matt Coughlin, Interim County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman May called the Special Meeting of the Board of County Commissioners to order at 9:04 a.m.

   FOR INFORMATION

   The Board heard comments from the following speakers during a public comment period:

   Margaret Hostetter
   Kelly Moore
   Larry Downs, Jr.
   Melissa Pino

2. Proof of Publication

   The Meeting was advertised in the *Pensacola News Journal* on June 15, 2019, in the Board's weekly meeting schedule.

Motion: Move to waive the reading
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

AGENDA NUMBER – Continued

3. Adoption of the Agenda

Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: So moved **For Information:** Chairman May advised that he would likely have an add-on Item and that the Chair would entertain a motion to adopt the agenda as prepared, unless there are any modifications.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Local Option Sales Tax III and IV Plan Discussion

A. Board Discussion – The Board of County Commissioners discussed Local Option Sales Tax (LOST) III and IV allocations, and the Board:

(1) Heard comments from the Honorable David Stafford, Supervisor of Elections, concerning the LOST allocations for the Supervisor of Elections office and his office's plans for the funding;

(2) Was advised by Commissioner Barry that he would like to move Kingsfield Road from the Sector Plan discussion to the Interchange discussion and use LOST III reserves carry forward to move the Well Line Road and Quintette Road projects to 2019;

(3) Was advised by Stephan Hall, Budget Manager, that all movement of LOST funds come before the Board;

(4) Discussed planned improvements and funding for the Pinestead Road project and the Longleaf Drive project;

(5) Heard comments from Commissioner Bender regarding potential grant funding for various projects;

(6) Discussed the funding coming back from Navy Federal Credit Union and whether to put it in the General Fund or split it amongst the five districts;

(Continued on Page 3)

AGENDA NUMBER – Continued

4. Continued…

A. Continued…

(7) Was advised by the Honorable Scott Lunsford, Tax Collector, that his office would like to request the purchase of two buildings for operations, which would aid in ending costly lease agreements; discussed financing the purchase versus paying up front; and put a placeholder of $3 million and a blank line for potential financing costs in LOST IV 2020;

(8) Agreed to ask staff to zero out small remaining balances on old and closed out projects;

(9) Was advised by Commissioner Underhill that if the Board agreed to support his funding request from RESTORE to complete construction on the Perdido Key Bike Path, he would allocate $2 million of his discretionary LOST IV funds for the Jackson Street Sidewalk project;

(10) Added a line in District 2 Discretionary LOST IV of $2 million for Jackson Street Sidewalks/Drainage improvements;

(11) Discussed Phase 2 of the new jail construction and asked Bob Dye, Interim Facilities Director and Risk Manager, to reach out to Whitesell-Green, Inc., and discuss whether there would be any savings to start Phase 2 now;

(12) Was advised by Commissioner Bergosh to put a line for $2 million of his discretionary LOST IV funds in 2020 for the Beulah Fire Department;

(13) Heard the request from Commissioner Underhill to allocate $17 million each year in LOST IV for road resurfacing and $9.3 million each year for the next ten years for bridge improvements/replacements based on the Mott MacDonald report;

(14) Was advised by Commissioner May that he would like to find support to add funding for workforce housing into LOST and heard comments of support from Commissioner Underhill, especially if the funding could be used to help with infrastructure to encourage developers of workforce housing;

(Continued on Page 4)

AGENDA NUMBER – Continued

4. Continued…

   A. Continued…

      (15) At Commissioner Bender's request, discussed moving the Gulf Coast Minority Chamber of Commerce, the Century Chamber of Commerce, Job Development Skills for Youth, and Subsidized Day Care line items from LOST IV Economic Development projects back to the General Fund and agreed to discuss a goal of making the change for the three smallest allocations next fiscal year; and

      (16) Agreed to add lines to 2019 LOST III Transportation and Drainage for $1.5 million for Well Line Road, $1.5 million for Quintette Road, and $500,000 for workforce housing from LOST III carry forward; and

   B. Board Direction

Motion: No action taken
Speaker(s): Larry Downs, Jr., Melissa Pino, and Margaret Hostetter

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve the Funding Allocation of $750.00 from Commissioner Lumon May's Discretionary Fund to support the Movement for Change 21st "Freedom is Not Free" Banquet.

   [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Have the Board approve discretionary funding of $750 from Commissioner May's discretionary fund to the Movement for Change 21st annual "Freedom is Not Free" banquet.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Special Meeting of the Board of County Commissioners adjourned at 12:20 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: July 18, 2019

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 20, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Matt Coughlin, Interim County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman May called the Gary Sansing Public Forum to Order at 8:31 a.m.

2. Speakers

   The Board heard comments from the following individuals:

Frances Hinely	Charles Krupnick	Melissa Pino
William Brancati	John Kellas	Dianne Krumel
John Nixon	Gail Strickland	Wilson Robertson
Sava Varazo	Larry Downs, Jr.	Theresa Blackwell
Lorrie Newman	Lilly Eubanks	

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 9:03 a.m.

MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 20, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Matt Coughlin, Interim County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

   Chairman May called the Regular Meeting of the Board of County Commissioners to order at 9:03 a.m.

2. Invocation

   The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

4. Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: Move the agenda, as amended
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

5. Commissioners' Forum:

   A. District 1 – Commissioner Bergosh provided comments

   B. District 4 – Commissioner Bender provided comments;

   C. District 5 – Commissioner Barry provided comments;

   D. District 3 – Commissioner May provided comments.

6. Recommendation: That the Board take the following action:

   A. Adopt the Proclamation recognizing and congratulating Mrs. Linda Warrick for receiving the 2019 Community Advocate Volunteer of the Year Award, from the State of Florida Office of [the] Attorney General; and

   B. Adopt the Proclamation recognizing and commending the "Blue Angels" for their dedication, leadership, and service to our community, our country, and the Armed Forces.

Motion: So moved
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Linda Warrick

REGULAR BCC AGENDA – Continued

7. Recommendation: That the Board adopt the following Retirement Proclamations:

   A. The Proclamation commending and congratulating Anthony D. Ford, Equipment Operator III, Public Works Department, Roads Division, on 18 years of dedicated service;

   B. The Proclamation commending and congratulating David "Glenn" Hunter, Systems Analyst, Information Technology Department, Application Division, on 17 years of dedicated service;

   C. The Proclamation commending and congratulating Roger L. Lastinger II, Corrections Sergeant, Corrections Department, Detention Division, on 25 years of dedicated service;

   D. The Proclamation commending and congratulating Donald Vinyard, Field Supervisor, Public Works Department, Beach Division, on 35 years of dedicated service; and

   E. The Proclamation commending and congratulation William Turner, Division Manager, Facilities Management Department, Maintenance Division, on 21 years of dedicated service.

Motion: Move Retirement Proclamations A through E
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

8. Written Communication:

   A. May 29, 2019, communication from Kristopher E. Fernandez, P.A., Attorney at Law requesting lien relief for Bay to Gulf (owners) for property located at 20 E. Carver Drive.

      Recommendation: That the Board review and consider the Lien relief request made by Kristopher E. Fernandez, attorney for owners, against 20 E. Carver Drive.

      On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

8. Continued…

   A. Continued…

      After reviewing the request for forgiveness of liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Motion: Move that we drop
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

   B. June 6, 2019, communication from Teri Nock concerning the Contractor Competency Board.

Motion: No Action Taken
Speaker(s): Teri Nock and Larry Downs, Jr.

9. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule:

   A. The following two Public Hearings on the agenda:

      (1) The 9:01 a.m. Public Hearing, advertised in the *Pensacola News Journal* on June 11, 2019, to receive input on the designation of Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield Areas;

      (2) The 9:15 a.m. Public Hearing to review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility [this hearing was not advertised and was subsequently rescheduled]; and

(Continued on Page 5)

REGULAR BCC AGENDA – Continued

9. Continued…

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 17 – June 21, 2019,* as published in the *Pensacola News Journal* on June 15, 2019.

Motion: Move to waive the reading
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

10. Recommendation: That the Board, at the 9:01 a.m. Public Hearing, hold the first of two Public Hearings to receive input on the designation of Atwood, Ensley, Oakfield, and Cantonment Community Redevelopment Areas as Brownfield areas for the purposes of economic development and environmental rehabilitation.

Motion: Move the 9:01 in the affirmative
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): None

CLERK & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the 2019 Escambia County Health Facilities Authority Financial Statements, as provided to the Clerk to the Board's office by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

Motion: Move the Clerk's Report
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

   A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session and the Report of the Gary Sansing Public Forum held June 6, 2019; and

   B. Approve the Minutes of the Attorney-Client Session and the Regular Board Meeting held June 6, 2019.

Motion: Move the Clerk's Report
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. PUBLIC HEARING

1. Recommendation: That the Board of County Commissioners, at the 9:15 a.m. Public Hearing, review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 3300 Godwin Lane, Pensacola, FL, owned by Bellview Site Contractors, Inc.

Motion: Move to reschedule to the 18th [of July]
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEMS

1. Recommendation: That the Board review and approve the 2017/2018 Comprehensive Plan Annual Report.

Motion: Move the Annual Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

2. Recommendation: That the Board take the following action concerning recording of Los Suenos (a 46-lot residential subdivision), located in the Weekley Bayou Community and lying east off Bauer Road, County Road 293 and north of Gulf Beach Highway, County Road 292A. Owner and Developer is Los Suenos Perdido, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia County Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Final Plat for recording;

   B. Approve the street names “Lulu Lane,” “Ryland Drive,” and “Another Way”;

   C. Accept all public easements, pond, drainage improvements within public easements as depicted on the Final Plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management MSBU (Municipal Services Benefit Unit); and

   D. Authorize the Chairman or Vice Chairman to execute a Two Year Warranty Agreement without Surety, for Streets and Drainage Improvements.

Motion: Move Item 2 in the affirmative, A, B, C, and D
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEMS

3. Recommendation: That the Board take the following action concerning recording of Rishwood formerly known as Jackson Heights (a 34-lot private residential subdivision), situated in the Detailed Specific Area Plan (DSAP) Conservation Neighborhood and being located in the Cantonment/Farm Hill Community lying west off County Road 97 and north of W. Kingsfield Road also known as County Road 186. Owner and Developer is TH Rishwood (FL) 2018, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the Final Plat for recording; and

   B. Approve the street name "Durant Lane."

Motion: Move the approval A and B
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Matt Coughlin, Interim County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the update to the Escambia County Comprehensive Emergency Management Plan (CEMP):

   A. Approve and adopt by Resolution [R2019-54] the CEMP as required by Florida Administrative Code R. 27P-6.006(11), and authorized by the Escambia County Code of Ordinances, Sec. 37-39;

   B. Authorize the Chairman or Vice Chairman to sign the Resolution;

   C. Approve the Promulgation Memorandum; and

   D. Authorize the Chairman or Vice Chairman to initial the Promulgation Memorandum.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board approve the following individual "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Perdido Key, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Flora-Bama 4th of July Fireworks Display, to be launched from a platform on the beach on the southside of the Flora-Bama on July 4, 2019, from 9:00 p.m., to 9:30 p.m.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

3. Recommendation: That the Board take the following action concerning the Cooperative Agreement with the Escambia County School Board relating to educational services for juvenile inmates at the Escambia County Jail:

   A. Approve the Cooperative Agreement with the Escambia County School Board; and

   B. Authorize the Chairman to sign the Agreement.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

4. Recommendation: That the Board acknowledge, for the Official Record, the Mayor of the City of Pensacola's appointment of Blair V. Castro to the Escambia County Mass Transit Advisory Committee, to serve a term to run concurrently with the Mayor's, effective May 24, 2019, through November 1, 2022.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve the Request for Disposition of Property Form for the Animal Services Department, for property which is described and listed on the Form, within reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

6. Recommendation: That the Board authorize the scheduling of a Public Hearing on July 18, 2019, at 9:02 a.m., to consider an Amendment of Ordinance 2001-6, Section 42-310 (a) (9) to include "dechlorinated" pool "and spa" water.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

7. Recommendation: That the Board authorize the scheduling of a Public Hearing on July 18, 2019, at 9:03 a.m., to consider approval of a Rate Resolution increasing the assessment in the Fire Municipal Services Benefit Unit (MSBU) on all properties in the unincorporated areas of Escambia County, with the exception of Santa Rosa Island.

Motion: Move 7 in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of unopened rights-of-way between Navarro Road, San Carlos Road, West Plaza Road, and Santa Rosa Road, as petitioned by Robert E. Pierce:

   A. Authorize the scheduling of a Public Hearing for August 1, 2019, at 5:31 p.m., to consider the Petition to Vacate a 60-foot unopened right-of-way running east and west alongside of, and adjacent to Lots 27, 28, 35, and 36, Block "B," Pensacola Highlands, and a 20-foot unopened right-of-way running north and south alongside of, and adjacent to Lots 27, 28, 36, 37, 35 and the north 30 feet of Lot 34, Block "B" Pensacola Highlands (1.58 acres more or less), as petitioned by Robert E. Pierce; and

   B. Require the Petitioner to notify all property owners within a 1000-foot radius.

   The real property mentioned in this Petition to Vacate is located in Commission District 5.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

9. Recommendation: That the Board accept the provided Escambia County, Florida, Americans with Disabilities Act (ADA) Title II Transition Plan.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

10. Recommendation: That the Board acknowledge, for the Official Record, the Pensacola City Council's appointments of Patrick Boudreaux, Ron Helms, and Joyce Hopson to the Escambia-Pensacola Human Relations Commission, and the appointment of the City Council's ex officio, Jewel Cannada-Wynn, all to serve a two-year term, expiring June 1, 2021.

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 10, with the exception of Item 7, which was held for a separate vote.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida:

   A. Approve the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida; and

   B. Authorize Chairman to sign the Agreement and any Amendments, requests for payment, or other related documents as may be required.

   [The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the $65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts as outlined in Exhibit "A" of the Agreement.]

Motion: Move the Item, A and B
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following actions concerning the Federal Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide Solicitation:

   A. Approve, and authorize the Chairman to sign, the Certificate of Participation;

   B. Approve, and authorize the Chairman to sign, the 51% letter of support for the distribution of grant funding; and

   C. Approve, and authorize the Escambia County Attorney, Alison Rogers, to sign the Certification of Compliance with 8 U.S.C. §1373 and 1644 by Prospective Subrecipient: Recipient State subaward to a Local Government.

   [The funds are made available through the Federal Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation for the period beginning October 1, 2018, and terminating September 30, 2019. There is no cost to the County.]

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

3. Recommendation: That the Board approve, and authorize the Chairman to sign, the Fiscal Year 2019-2020 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division, in the amount of $34,480, to supplement Mosquito Control's budget to cover expenses such as overtime, training and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services.

   [Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Standard Grant Agreement (T1835) with the Florida Department of Environmental Protection (FDEP) relating to the Southwest Greenway Trail 5th Extension:

   A. Approve the Grant Agreement between Escambia County and FDEP in the amount of $175,000, with a County match of $175,000, for the development of the Southwest Greenway Trail 5th Extension under FDEP's Recreational Trails Program; and

   B. Authorize the Chairman to sign the Grant Agreement and subsequent Grant-related documents, such as no-cost time extensions, pending Legal review and sign-off.

   NOTE: The County Attorney's Office has requested that the Board be made aware of the following language in Paragraph 23., Compliance with Federal, State and Local Laws, item d. "Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement."

   [Funding: Fund 110, Other Grants and Projects, Cost Center 221017, Recreational Trail SW Greenway. Matching Funds from Fund 353, LOST IV, Cost Center 220104, NRM Capital Projects, Project 19NR0859, Southwest Greenway, ADA Accessible Trails/Boardwalks – Matching Funds.]

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve, and authorize the Director for the Department of Natural Resources Management to sign, Grant Applications relating to the Florida Fish and Wildlife Conservation Commission (FWC) Derelict Vessel Final Removal Funding Opportunity Program, with local matching funds from Vessel Registration Fees, up to $10,000.

   [Funding: Escambia County's cash match will be provided from Fund 110, Other Grants and Projects; Cost Center 220807, Vessel Registration Fees.]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

6. Recommendation: That the Board take the following action concerning the Professional Services Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners, regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

   A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

   B. Authorize the Chairman to execute the Agreement.

   [Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003.]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning an amended 51% letter regarding the Federal Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant Program-State Solicitation:

   A. Approve the amended 51% letter of support regarding grant fund distribution; and

   B. Authorize the Chairman to execute the amended 51% letter of support.

   [The funds are made available through the Federal FY 2017 Edward Byrne Memorial Justice Assistance Grant Program-State Solicitation for the period beginning October 1, 2017 and terminating September 30, 2018. There is no cost to the County.]

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

8. Recommendation: That the Board take the following action concerning authorization for legal action related to defaulted contracts for reimbursement of training expenses:

   A. Authorize the County Attorney's Office to file a small claims case against Tanner Oliver, Lance McGinnis, and Mikeasha McNeil related to the default of their respective contracts for reimbursement of training expenses; and

   B. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the aforementioned action.

Motion: Move 8 in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action concerning Amendments #015 and #016 to Agreement #A0150 with Big Bend Community Based Care, Inc:

   A. Approve Amendment #015 to Contract #A0150. This Amendment changes the time frame for a written notice of contract termination from thirty (30) days to ninety (90) days;

   B. Authorize the Chairman to sign Amendment #015 to Contract #A0150;

   C. Approve Amendment #016 to Contract #A0150. This Amendment updates Exhibit B of the Agreement (Method of Payment) with additional invoice requirements; and

   D. Authorize the Chairman to sign Amendment #016 to Contract #A0150.

   [Funding: This Contract is a fixed rate Contract for a total of $43,971, for Fiscal Year 2018/2019.]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

10. Recommendation: That the Board adopt the Resolution [R2019-55] approving Supplemental Budget Amendment #147, Local Option Sales Tax Ill (LOST) Fund (352), in the amount of $17,625, to recognize the proceeds from the sale/auction of older, high-mileage vehicles that were purchased with LOST and to appropriate these funds back into LOST Project 08SH0018, for future vehicle/equipment purchases.

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board adopt the Resolution [R2019-56] approving Supplemental Budget Amendment #155, General Fund (001) and Local Option Sales Tax Ill (LOST) Fund (352), in the amount of $38,952, to recognize the Sheriffs off-duty officer, investigative costs, auto repairs, and miscellaneous reimbursements/fees ($32,197), and the proceeds from the sale/auction of older, high-mileage vehicle that were purchased with LOST ($6,755), and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses and the LOST portion back into LOST Project 08SH0018, for future vehicle/equipment purchases.

Motion: So moved
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

12. Recommendation: That the Board take the following action concerning the interfund loan for the Creekwood and Creekwood Oaks Lift Station Improvements Municipal Services Benefit Unit (MSBU):

    A. Approve an increase to the interfund loan from the Local Option Sales Tax (LOST) III Fund (352), to the MSBU Assessment Program Fund (177), in the amount of $62,488, to pay costs associated with improving the Creekwood and Creekwood Oaks Lift Station. The interfund loan will have a maximum repayment schedule of 20 years and be repaid from MSBU assessments; and

    B. Adopt the Resolution [R2019-57] approving Supplemental Budget Amendment #179, MSBU Assessment Program Fund (177), in the amount of $62,488, to recognize the proceeds of the interfund loan, and to appropriate these funds for the Creekwood and Creekwood Oaks Lift Station Improvements.

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order to Baskerville-Donovan, Inc., on Contract PD 02-03.79, Design Services for South Old Corry Field Road Bridge and Drainage Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$16,426.39
Vendor:	Baskerville Donovan, Inc.
Project Name:	South Old Corry Field Road Bridge and Drainage Project
Contract:	PD 02-03.79
PO#:	141356
CO#:	9
Original Award Amount:	$82,818.34
Cumulative Amount of Change Orders Through This CO:	$152,826.05
New Contract Total:	$235,644.39

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2382 - $8,000.14 and Fund 151, Community Redevelopment, Cost Center 370114 CRA Warrington, Object Code 56301 - $8,426.25]

This project is located in Commission District 2.

Motion: Move the Item in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order to Jehle-Halstead, Inc., for the South Old Corry Field Road Sidewalk and Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$4,470.86
Vendor:	Jehle-Halstead, Inc.
Project Name:	South Old Corry Field Road Sidewalk and Drainage Improvement Project
Contract:	PD 02-03.79
PO#:	170720
CO#:	3
Original Contract Award:	$44,270.93
Cumulative Amount of Change Orders Through this CO:	$40,474.22
New Contract Amount:	$84,745.15

This project is located in Commission District 2.

[Funding Source: Fund 151, "Community Redevelopment," Cost Center 370114, "CRA Warrington," Object Code 56301]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board take the following action regarding the proposed US Department of Transportation - Better Utilizing Investments to Leverage Development (BUILD) Grant Applications:

A. Adopt the Resolution [R2019-58] supporting Applications for Better Utilizing Investments to Leverage Development (BUILD) Grant funding from the U.S. Department of Transportation;

B. Approve submittal of applications for US Department of Transportation BUILD grant funds for the following projects:

(1) Construct Pensacola Beach Traffic and Parking Improvements (District 4) - Match: Fund 353, LOST IV;

(2) Provide an expansion of Longleaf Drive from 2 to 4 lanes (Pine Forest Road to west of Kemp Road), with a new bridge east of Wymart Road and enhanced pedestrian and bicycle facilities (Districts 1 & 3) - Match: Fund 352, LOST III;

(3) Kingsfield Road Extension Project (District 5) - Match: Fund 352, LOST III;

(4) Jackson Street – Complete Street Improvements (District 2) – Match: Fund 353, LOST IV; and

(5) County Road (CR) 4 Bridge Replacement Package (District 5) - no local match required; and

C. Authorize the Chairman or Vice Chairman to sign the BUILD Grant Applications, the Resolution, and any subsequent documents that may be needed for proper submission of the application packages.

[Funding: A 20% local funding match is required for projects 1-4. No local match is required for project 5.]

Motion: Move the Item in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Tracy McAdams, Melissa Pino, Sean Bullington, and Kevin Wade

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board authorize the Chairman to sign the First Amendment to the Memorandum of Agreement between Escambia County, the Emerald Coast Utilities Authority (ECUA), and the Creekwood Homeowners' Association of Pensacola, Inc., relating to a Wastewater System Improvement Project to increase the Agreement from $624,875, to an allowable increased amount of $687,362.50 (10%).

    [Budgetary Impact: In order to fund the project before collecting Municipal Services Benefit Unit (MSBU) assessments from property owners, an inter-fund loan from Local Option Sales Tax (LOST) III Fund 352 to the MSBU Fund 177 was approved by the Board, meeting in regular session on December 6, 2018, in the amount of the original project estimate of $624,875. At the regular Board meeting on June 20, 2019, the Budget Office is bringing forward a Supplemental Budget Amendment to increase this loan by $62,488. Escambia County agrees to reimburse ECUA, via the established Interfund loan, for project costs up to $687,362.50.]

    This project is located in Commission District 1.

Motion: Move Item 16 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

17. Recommendation: That the Board take the following action concerning the acceptance of the donation of a Public Road and Right-of-Way Easement (approximately 2 acres) located in the 6700 Block of Helms Road, abutting Hidden Valley Road, from Josh and Elizabeth Fulford:

    A. Accept the donation of a Public Road and Right-of-Way Easement located in the 6700 Block of Helms Road, abutting Hidden Valley Road, for road improvements;

    B. Authorize the payment of documentary stamps because the property is being donated for governmental use and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

    C. Authorize the payment of incidental expenditures associated with the recording of documents; and

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

D. Authorize the Chairman or Vice Chairman to accept the Easement as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

This property is located in Commission District 1.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.]

Motion: Move 17 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

18. Recommendation: That the Board authorize the issuance of a Purchase Order to Sansom Equipment Company, Inc., for a Vactor 2115i Sewer Combination Vacuum Jetter, per the terms and conditions of PD 18-19.063, in the amount of $389,999.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance Department; Object Code 56401, Machinery & Equipment]

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board authorize the issuance of a Purchase Order to Tractor & Equipment Company, for two Komatsu PC45MR-5 Mini Excavators and two Gradall XL3100 V 4x4 Hydraulic Excavators, per the specifications, terms and conditions of PD 18-19.062, Excavators (4), for the Escambia County Public Works Department, in the amount of $831,800. Tractor & Equipment Company, located in District 3, was deemed the lowest, most responsible bidder.

    [Funding: Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Object Code 56401, Machinery and Equipment]

Motion: Move the Item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

20. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term of the Agreement, Relating to Medical Supplies with Bound Tree Medical, LLC, per PD 14-15.083, Medical Supplies for Escambia County, retroactive to January 7, 2019. The original Agreement was approved by the Board on January 7, 2016.

    [Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies]

Motion: Move the Item in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board take the following action:

A. Authorize the County to utilize the State of Florida Contract 43211500-WSCA-15-ACS, Dell Master Agreement, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of 32 Rugged Laptop Computers for Public Safety, EMS; and

B. Authorize the Interim County Administrator to execute all related documents and Purchase Order for Public Safety, Emergency Management to Dell Marketing, L.P., in the amount of $93,136.

[Funding: Fund 408, Emergency Medical Service, Cost Center 330302, EMS, Expense Account 56401, Machinery & Equipment]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

22. Recommendation: That the Board take the following action per the terms and conditions of PD 18-19.003, Re-Advertisement Fire Equipment and Supplies Pricing Agreement:

A. Approve multiple awards to:

Municipal Equipment Company, LLC;
North America Fire Equipment Co., Inc.;
Sunbelt Fire, Inc.;
Ten-8 Fire Equipment, Inc.;
TechnicalRescue.com, Inc.; and

B. Authorize the Interim County Administrator to sign the Agreements for a term of three years with the option to renew for two additional twelve-month terms.

[Funding: Fund 143, Fire Protection Fund, Cost Center 330202]

Motion: So moved
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board authorize the Interim County Administrator to sign the Purchase Order to Bowie International, LLC, per the terms and conditions of PD 18-19.039, Animal Transport Unit for 3 units at $23,905 per unit, for a total of $71,715.

    [Funding: Fund 001, General Fund, Cost Center 250207, Object Code 56401]

Motion: Move the Item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

24. Recommendation: That the Board approve, and authorize the County Administrator to execute, the Amendment and Assignment of Agreement for Professional Consulting Services between Escambia County, Florida, and Jehle-Halstead, Inc., to McKim & Creed, Inc., providing for an administrative change to PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, assigning all of the rights and obligations of Jehle-Halstead, Inc., to McKim & Creed, Inc.

Motion: Move it in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

25. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and STOA International/Florida, Inc., per the terms and conditions of PD 18-19.026, District 1 Bellview Library Conversion, for a total amount of $204,068.

    [Funding: Fund 113 Library Fund, Cost Center 110501, Object Code 56201]

Motion: Move this in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner May temporarily out of Board Chambers and Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Southern Haulers, LLC, per the terms and conditions of PD 18-19.051, Contingency Hauling Services for Palafox Transfer Station, $275 per trip, with an estimated expense of $175,000, on an annual basis.

    [Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

Motion: Move to approve the Item with an end certain date through September 30th at the same rate per trip
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

27. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Auto, Truck, and Industrial Parts and Supply, Inc., per the terms and conditions of PD 18-19.038, Lubrication Products, for an indefinite quantity, indefinite delivery Contract, with an estimated annual value of $74,914.99.

    [Funding: Fund 175, Transportation Trust Fund, Cost Center 214042, Object Code 55201]

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

28. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and American Facility Services, Inc., per the terms and conditions of PD 18-19.037, Custodial Services for Various County Buildings, in the amount of $878,172, on an annual basis.

Funding:

Department	Fund	Cost Center	Object Code
Fac Mgmt	001	310202	53401
Fac Mgmt/Emp Clinic	501	150112	53401
Libraries	113	110501	53401
Roads	175	210401	53401
Solid Waste	401	230301	53401
Solid Waste	401	230306	53401
Solid Waste	401	230307	53401
Solid Waste	401	230314	53401
ECAT	104	211217	53401

Motion: Move to drop
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

29. Recommendation: That the Board take the following action concerning a new Benefit Administration System:

A. Approve awarding the PlanSource Statement of Services and Software as a Service (SaaS) Agreement to PlanSource for providing Web Based Benefit Services, to include a one-time implementation cost of $15,000 (120 days for implementation) and a guarantee rate per the Agreement starting when the system goes live for 36 months;

B. Authorize a Purchase Order in the amount of $250,000, for the implementation cost and monthly charges to September 30, 2020;

C. Authorize USI to contact WageWorks and ACAWise to terminate our present contracts early, on or before August 31, 2019, to end coverage as of midnight September 30, 2019; and

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Continued…

D. Authorize the County Administrator to sign the PlanSource Statement of Services and the Software as a Service Agreement.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150108, Object Code 53101 and 54501]

Motion: Move that we move the Item to July 18th
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

30. Recommendation: That the Board approve, and authorize the Chairman to sign, the first amendment and third renewal of Contract #CST17 between Escambia County and the Florida Department of Revenue (DOR) for reimbursements related to Title IV-D Child Support Enforcement actions, including service of process and execution of writs for child support enforcement orders issued by DOR, from July 1, 2019, through June 30, 2020. This renewal will continue to allow the County to collect 66% of the unit rate for each service of process and each write, with the amendment specifying additional requirement due to federal funding.

Motion: Move the Item
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

III. FOR DISCUSSION

1. Recommendation: That the Board take the following action regarding the acquisition of real property located at 5538 Glass Drive (approximately 0.46 acre), from Richard B. Herring, for the Blue Springs at Crescent Lake Project:

A. Authorize, by super-majority vote, the purchase of a parcel of real property located at 5538 Glass Drive (approximately 0.46 acres), from Richard B. Herring, for the purchase price of $41,200;

(Continued on Page 30)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued…

   B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located at 5538 Glass Drive (approximately 0.46 acre); and

   C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

   This parcel is located in Commission District 1.

   [Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56101, Project #15EN3252 "Crescent Lake"]

Motion: Move the Item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

2. Recommendation: That the Board discuss the draft Florida-Alabama Transportation Planning Organization Fiscal Year 2021-2025 Project Priorities.

Motion: Move the Item in its format with the edit to add Detroit Johnson based on the fact that it's a corridor management plan previously
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

Motion: Move the Bob Sikes Bridge replacement to the long range plan of the TPO and take that letter to the TPO next month
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board choose an option (1 or 2) [concerning the Escambia County Health Clinic] and authorize the Chairman to execute the appropriate Agreement and/or Contract upon Legal review:

    1. Option 1: Exercise the last one-year extension on the July 19, 2016 Contract with Concentra. Cost between 1M - 1.3M. Cost will be determined by the Staffing Model; or

    2. Option 2: Select Marathon to provide services at the Clinic. If Marathon is selected, a two-month Contract extension with Concentra to September 30, 2019, will be required. Cost between 1.7M - 1.9M. Cost will be determined by the Staffing Model.

Motion: Move Option 1
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Garnett Hagensick

4. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and [one of the following], per the terms and conditions of PD 18-19.066, Emergency Medical Services EMT & Paramedic Training:

    A. The Rescue Company 1, LLC, in the amount of $144,696.91; or

    B. Emergency Educational Training Institute, Inc., in the amount of $243,250.

    [Funding: Fund 408, Emergency Medical Services, Cost Center 330302]

Disposition: No Action Taken
Speaker(s): Melissa Pino and Kevin Wade

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action:

   A. Appoint Commissioner Robert Bender to serve as the Board's appointee on the 2019 Canvassing Board for the Presidential Preference Primary (March 17, 2020), the Primary Election (August 25, 2020), and the General Election (November 3, 2020); and

   B. Authorize the Chairman to sign the attached letter to Chief Judge Linda L. Nobles, respectfully requesting that she appoint to the 2019 Canvassing Board as Commissioner Bender's alternate: The Honorable Grover C. Robinson, IV, Mayor of the City of Pensacola.

Motion: Move the first Item, A and B
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

2. Recommendation: That the Board take the following action:

   A. Ratify the retention of Attorney Ann Bittinger who will represent multiple individual County employees under investigation by the Florida Department of Health/Medical Quality Assurance;

   B. Waive the Board policy regarding Legal Representation for Commissioners and County Employees to allow a higher hourly rate due to the unique opportunity to allow outside counsel to represent all subject employees simultaneously; and

   C. Require any billing over $15,000.00 to be expressly authorized prospectively by the County Attorney in writing.

Motion: Move it forward
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ATTORNEY'S REPORT – Continued

II. FOR INFORMATION

1. Recommendation: That the Board accept, for information, the election of County Attorney Alison Rogers as Vice President for the Florida Association of County Attorneys (FACA) for a term beginning June 12, 2019 and ending June 2020, when she is slated to cycle in as President of FACA.

   Disposition: No Action Taken

2. Recommendation: That the Board accept, for information, the County will recover surplus funds totaling $26,603.59 as a result of two foreclosure actions for deposit in the Affordable Housing Trust Funds.

   Disposition: No Action Taken

3. Recommendation: That the Board accept, for information, that the County has prevailed in the Circuit Court appeal filed by Mr. Brad Crain with respect to the Special Magistrate's prior determination that Mr. Crain must either obtain an appropriate permit or remove an unpermitted driveway which has been constructed within the Perdido Key Habitat Conservation Plan.

   Disposition: No Action Taken

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Verbal Add-On Item to Discuss a "Panic Switch" for Beach Traffic Control

   Disposition: No Action Taken

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve the Funding Allocation of $500.00 from Commissioner Lumon May's Discretionary Fund to support Mr. Robbins Neighborhood Game Plan Camp.

   [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "The first Item is an add-on Item from Commissioner May's discretionary fund for $500 to support Mr. Robbins Neighborhood Game Plan and I would also like to add $500 from the District 5 discretionary fund"
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

2. Recommendation: That the Board approve the Funding Allocation of $400.00 from Commissioner Lumon May's Discretionary Fund to support the Alpha Kappa Alpha Sorority, Inc. Pink in the City Community Service Programs.

   [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "Next would be a $400 allocation from Commissioner May's discretionary fund for the Alpha Kappa Alpha Sorority Pink in the City Community Service Program. That's $400 from his discretionary. I'll take the next too from Commissioner May's discretionary fund to support the Gulf Coast Annual Creole and Cajun Festival Funding."
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

3. Recommendation: That the Board approve the Funding Allocation of $350.00 from Commissioner Lumon May's Discretionary Fund to support the Gulf Coast Annual Creole and Cajun Festival Funding.

   [Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: "Next would be a $400 allocation from Commissioner May's discretionary fund for the Alpha Kappa Alpha Sorority Pink in the City Community Service Program. That's $400 from his discretionary. I'll take the next too from Commissioner May's discretionary fund to support the Gulf Coast Annual Creole and Cajun Festival Funding."
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Regular Meeting of the Board of County Commissioners adjourned at 12:53 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: July 18, 2019

REPORT OF THE BUDGET COMMITTEE OF THE WHOLE WORKSHOP OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JUNE 25-27, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1 (June 25th and 26th only)
Commissioner Douglas B. Underhill, District 2 (June 25th and 26th only)
Matt Coughlin, Interim County Administrator
Sharon Harrell, Finance Director, Clerk and Comptroller's Office
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman May called the Budget Committee of the Whole (C/W) Workshop to order on June 25, 2019, at 8:34 a.m.

   Chairman May called the Budget Committee of the Whole (C/W) Workshop to order on June 26, 2019, at 8:29 a.m.

   Chairman May called the Budget Committee of the Whole (C/W) Workshop to order on June 27, 2019, at 8:33 a.m.

2. Was the Meeting Properly Advertised?

   The meeting was advertised in the *Pensacola News Journal* on June 22, 2019, in the Board's weekly meeting schedule.

3. Budget Update

Stephan Hall, Budget Manager, presented the County's proposed unified balanced budget for Fiscal Year (FY) 2019/2020 in the amount of $491,766,223 and Interim County Administrator Coughlin provided the following update concerning the budget:

A. There will be no change in the Millage rates (County Wide Millage - 6.6165; Library Municipal Services Taxing Unit [MSTU] - .3590; and Sheriff's MSTU - .6850), and this budget anticipates no other significant changes in tax levies;

B. There is currently no change in the Fire Assessment rates for FY19/20 (Residential at $125.33 per dwelling unit, Commercial at .0526 per square foot with a minimum assessment of $125, Unimproved at $15.03 per parcel, plus $.03 per acre);

C. Fire Services personnel totals remain at the prior year level of 169 positions and any changes in rates to the Fire MSBU would need to be made at the budget workshops for required statutory notification to the public and adopted by the Board at the regularly scheduled July 18, 2019, Board Meeting;

D. The June 1st taxable value certification is 7.29% above the July 1st certification of the previous year, resulting in about $8.8 million in additional funds, of which the County may appropriate 95% or $8.4 million; the changes between the June 1st and July 1st taxable value are not included in the Proposed FY19/20 balanced Budget of $491,766,223;

E. The Public Safety and Public Works Divisions, formerly housed with the Santa Rosa Island Authority (SRIA) at a cost of roughly $4.5 million, are funded under the County at $3.67 million for FY 19/20 while maintaining a greater level of service on Pensacola Beach;

F. There is a budgeted SRI Reserve of $9,805,859 for taxes associated with real property located on Pensacola Beach and the County is escrowing an estimate of the taxes paid on the land (but not the improvements) due to continued litigation on Pensacola Beach;

G. There is a budgeted Reserve for Contingency of $17,503,898, Reserves for Operating of $500,000, and a Sheriff Mediated Reserve allocation of $1,000,000 per the Mediation Agreement between the Board and the Sheriff; the total budgeted General Fund reserves are $28.8 million;

(Continued on Page 3)

3. Continued…

H. There is 3% pay increase included in the FY19/20 Budget for the Board Departments and Constitutional Officer totaling $3.3 million across all funds (excluding the Sheriff);

I. There is no change in the Life & Health employer contribution of $10,000 per full time employee and there is no change in the employer/employee spread across all insured categories;

J. There are several new positions included in the budget, as follows:

- One Purchasing Deputy Division Manager (General Fund) Management Budget Services
- One Purchasing Associate (General Fund) Management Budget Services
- Forty-eight Detention Assistants (General Fund) Corrections
- Twenty-nine Corrections Officers (General Fund) Corrections
- Four Corrections Sergeants (General Fund) Corrections
- Seven LPNs (General Fund) Corrections
- Four RNs (General Fund) Corrections
- One Mental Health Counselor (General Fund) Corrections
- Two Parks Maintenance Techs (General Fund 40%/LOST 60%) Parks
- One Administrative Supervisor (Bob Sikes Toll Fund) Engineering
- Two Accounting Technicians (Bob Sikes Toll Fund) Engineering
- Four EMTs (EMS Fund) Public Safety
- Four Paramedics (EMS Fund) Public Safety

K. The total cost to the General Fund is $2.4 million, the total Non-General Fund cost is $956,000, and the total cost of new positions is $3.36 million;

L. There is one deleted position from the Budget, which is an EMS Division Manager (EMS Fund) Public Safety;

M. State Mandated Outside Agency funding requests include $150,000 for the Gulf Coast Kids House for abused children, $26,973 for the Regional Planning Council, and $39,188 for the General Fund portion of Legal Aid Court Services (these are non-discretionary) and a total of $1,410,870 is available in the General Fund for Outside Agency funding requests for FY19/20;

N. Additional State Mandates include $3.45 million for the Department of Juvenile Justice mandate, $5.45 million for the Medicaid mandate, $110,000 for indigent cremation, and $700,000 for state mandated Baker Act services;

(Continued on Page 4)

3. Continued…

O. There is also $4.395 million included for payments to the City for the Tax Increment Financing districts (TIF), which is an increase of $610,000 over the prior year's estimate; County Community Redevelopment Agency (CRA) TIFs are maintained at the 75% increment level of funding for FY19/20 resulting in an estimated $2.9 million for the County CRAs, which is an increase of $445,000 over the prior year's estimate;;

P. The CRA and City of Pensacola TIF Valuations are not expected to change materially between the June and July certification of values;

Q. There were approximately $22.1 million in operational and capital enhancement requests and $3.32 million in personnel enhancement requests (excluding Fire Services) that were made by Board Departments that are not included in this budget;

R. There were approximately $10 million in capital enhancement requests and $4.6 million in personnel and operational requests that were made by Fire Services that are not included in the FY19/20 budget;

S. There are allocations of $100,000 for the Board of County Commissioners (BCC) Internship Program ($20 thousand per Commissioner), an allocation of $200,000 for the Summer Work Programs in LOST (Local Option Sales Tax) IV, $250,000 in the General Fund for the BCC discretionary allocations ($50 thousand per Commissioner), $55,000 for the Low Income Utility Assistance Program, $25,000 for the Humane Society, and $20,000 for Panhandle Equine Rescue;

T. There are 12 months of planned LOST IV Project expenditures totaling $43,312,891 in the FY19/20 Proposed Budget and Administration expects to continue to refine the FY19/20 LOST IV project listing with the Board and any changes will be included in the Adopted Budget as a budget adjustment;

U. The Sheriff and the County came to a funding agreement on the Sheriff's Budget Appeal to the Governor's Office during the prior Fiscal Year and per the Sheriff's Mediation Agreement, the Sheriff's FY19/20 General Fund Budget represents an increase of $2.6 million for a total budget of $62,839,867; the final year of the Mediation Agreement is FY20/21 at $2.9 million;

V. The Sheriff has a total of 693 positions for FY19/20 and this is the same as the prior fiscal year; and

(Continued on Page 5)

3. Continued…

   W. Other Constitutional Officers' budgets increased by $973,300 over the prior Fiscal Year and the total increase for all Constitutional Officers' budgets is $3.57 million.

4. Constitutional Officers

   The C/W heard an overview concerning the Proposed Fiscal Year (FY) 2019-2020 Budgets for Constitutional Officers, as follows:

   A. Sharon Harrell, Finance Director, addressed the proposed budget for the Clerk of the Circuit Court and Comptroller and advised that there is a 5.82% increase in the budget, which includes a salary increase, increasing cost of retirement, a capital request of $53,000 for computer upgrades, and increased operating costs for unavoidable items for technology related costs;

   B. The Honorable Scott Lunsford addressed the proposed budget for the Tax Collector and advised that there is a total increase of $253,000 and that last year the Tax Collector's Office processed around 180,000 transactions for the Board and collected just over $274 million;

   C. Chief Deputy Eric Haines briefly addressed the Sheriff's budget, and advised that the budget request of $2.6 million falls in line with the Mediated Settlement Agreement;

   D. Chief Deputy Appraiser Gary "Bubba" Peters addressed the proposed budget for the Property Appraiser and advised that there is a 1.9% increase, which includes the 3% salary increase, and that the Property Appraiser's Office has returned around $4 million to the County over the last 10-12 years; and

   E. The Honorable David Stafford addressed the proposed budget for the Supervisor of Elections Office and advised that increases in his budget are due to an extra election this upcoming fiscal year, a significant retirement, and costs for software and licensing.

5. Judicial

The C/W heard an overview concerning the Proposed Fiscal Year (FY) 2019-2020 Budgets for Judicial, as follows:

A. The State Attorney's Office budget was not addressed;

B. The Public Defender's Office budget was not addressed;

C. County Attorney Rogers advised that the Medical Examiner's budget should only be taken under advisement for now; and

D. Stephan Hall, Budget Manager, advised that the Court Administration budget is $355,000 less this year and that Robin Wright, Trial Court Administrator, expressed her willingness to meet with any of the Commissioners individually since she was unable to attend the Workshops.

6. BCC Departments

The C/W reviewed the proposed FY19/20 budgets for County Departments, and:

A. Heard a review of the proposed Board of County Commissioners budget and Non-Departmental budget from Interim County Administrator Coughlin and made no change;

B. Heard a review of the proposed budget for the County Attorney's Office from County Attorney Rogers, discussed the budget, and made no change;

C. Heard a review of the proposed County Administration budget from Interim County Administrator Coughlin and made no change;

D. Heard a review of the proposed budget for Extension Services from Director Nick Simmons, discussed the budget, and made no change;

E. Heard a review of the proposed budget for the Engineering Department from Joy Jones, Director, and David Forte, Traffic and Transportation Manager, discussed the budget, and made no change;

F. Heard a review of the proposed budget for the Roads Department from Wes Moreno, Public Works Deputy Director, discussed the budget, requested that Deputy Director Moreno bring back information on the cost of raising salaries in the department, and made no change;

(Continued on Page 7)

6. Continued…

G. Heard a review of the proposed budget for the Development Services Department from Horace Jones, Director, discussed the budget, and made no change;

H. Heard a review of the proposed budget for the Human Resources Department from Paulette Stallworth, Interim Director, discussed the budget, and made no change;

I. Heard a review of the proposed budget for the Mass Transit Department from Tonya Ellis, Interim Director, discussed the budget, and made no change;

J. Heard a review of the proposed budget for the Parks and Recreation Department from Michael Rhodes, Director, discussed the budget, and made no change;

K. Heard a review of the proposed budget for the Neighborhood and Human Services Department from Tonya Gant, Director, Clara Long, Community Redevelopment Agency Manager, and Meredith Reeves, Neighborhood Enterprise Manager, discussed the budget, and made no change;

L. Heard a review of the proposed budget for the departments falling under the responsibility of the Assistant County Administrator from Chips Kirschenfeld, Interim Assistant County Administrator, and made no change;

M. Heard a review of the proposed budget for the Management and Budget Services Department from Stephan Hall, Manager; the Risk Management Department from Bob Dye, Manager; the Purchasing Department from Paul Nobles, Manager; and the Bay Center from Cyndee Pennington, General Manager, discussed the budgets, and made no change;

N. Heard a review of the proposed budget for the Library Department from Todd Humble, Director, discussed the budget, and made no change;

O. Heard a review of the proposed budget for the Information Technology Department from Scott MacDonald, Interim Director, discussed the budget and the idea of having software purchases for all departments require IT sign-off, and made no change;

P. Heard a review of the proposed budget for the Solid Waste Services Department from Pat Johnson, Director, and made no change;

(Continued on Page 8)

6. Continued…

Q. Heard a review of the proposed budget for the Natural Resource Management Department from Chips Kirschenfeld, Director, and Tim Day, Senior Manager, discussed the budget, requested that staff look into splitting two employees between Code Enforcement and Mosquito Control, and made no change;

R. Heard a review of the proposed budget for the Assistant County Administrator from Interim County Administrator Coughlin and made no change;

S. Heard a review of the proposed budget for the Corrections Department from Rich Powell, Director, and Whitney Lucas, Financial Manager, discussed the budget, and made no change;

T. Heard a review of the proposed budget for the Public Safety Department from John Dosh, Interim Director, Tamika Williams, Business Operations Manager, and Leon Salter, Interim EMS Manager, discussed the budget, heard comments from Commissioner Bergosh and Commissioner Underhill advising staff to ask for additional EMS crews if needed, and made no change;

- ❖ Heard a separate review of the proposed budget for Fire Services from John Dosh, Interim Public Safety Director, and Interim Chief Paul Williams, discussed the budget, requested that Chief Williams remove life safety items from his five-year plan for more immediate consideration, discussed the budget, and made no change

U. Heard a review of the proposed budget for the Facilities Department from Bob Dye, Interim Director, discussed the budget, and made no change; and

V. Heard a review of the proposed budget for the Building Services Department from Tim Tolbert, Director, and John Robinson, Animal Services Manager, discussed the budget, and made no change.

FOR INFORMATION: The C/W asked staff to bring back an item to the Board for approval via consent agenda any time funds are moved from personnel to another area of a department's budget.

Speaker(s):

Paolo Ghio

7. Outside Agencies

The C/W heard funding requests from Outside Agencies for the Proposed Fiscal Year (FY) 2019-2020 Budget, and:

A. Discussed funding General Fund outside agencies, as follows:

(1) ACTS (Another Chance Transitional Services) - $25,000 requested – Made no change;

(2) Barbara Goins Athletics, Inc. - $15,000 requested – Made no change;

(3) BRACE (Be Ready Alliance Coordinating for Emergencies) - $100,000 requested – Tentatively agreed to fund the full amount;

(4) Council on Aging - $45,000 requested – Made no change;

(5) Community Health Northwest Florida - $455,160 requested – Made no change;

(6) Escambia Soil & Water Conservation District - $4,710 requested – Made no change;

(7) Gulf Coast Kid's House, Inc./Child Protection Team - $150,000 requested – Made no change;

(8) Gulf Coast Veteran's Advocacy Council, Inc. - $20,000 requested – Made no change;

(9) Human Relations Commission - $84,265 requested – Made no change;

(10) James B. Washington Education and Sports - $25,000 requested – Made no change;

(11) Lakeview Center, Inc. - $56,054 requested – Made no change;

(12) Legal Services of North Florida, Inc. - $124,688 requested – Agreed to split the funding with Northwest Florida Legal Services and made no change;

(13) My Inspiration for Gods News Outreach Ministry - $60,000 requested – Made no change;

(14) New World Believers - $38,000 requested – Made no change;

(Continued on Page 10)

7. Continued…

   A. Continued…

      (15) Northwest Florida Legal Services, Inc. - $62,344 requested – Agreed to split the funding with Legal Services of North Florida, Inc. and made no change;

      (16) Pathways for Change - $343,750 requested – Made no change;

      (17) Pensacola Caring Hearts, Inc. - $20,000 requested – Made no change;

      (18) Pensacola's Promise/Chain Reaction - $19,000 requested – Made no change;

      (19) Shepherd's Place Foundation - $50,000 requested – Made no change;

      (20) Studer Community Institute – $25,000 requested – Made no change;

      (21) United Way of Escambia County - $90,725 requested – Made no change;

      (22) West Florida Regional Planning Council - $26,973 requested – This request was not discussed;

      (23) Wildlife Sanctuary - $52,500 requested – Made no change; and

      (24) 2-1-1 Northwest Florida - $35,000 requested – Made no change;

   B. Briefly Discussed CDBG Entitlement funds, the request of $20,000 for the Human Relations Commission, and made no change;

   C. Discussed the $5,945,000 funding request from Visit Pensacola from the Third Cent Tourist Development Tax, which also funds ACE (Arts, Culture, and Entertainment) and Pensacola Sports Association, and made no change;

(Continued on Page 11)

7. Continued…

   D. Discussed funding requests from the Fourth Cent Tourist Development Tax, as follows:

      (1) African American Heritage Society - $30,000 – Made no change;

      (2) Naval Aviation Museum Foundation - $100,000 – Made no change;

      (3) Visit Pensacola - $1,809,534 – Was advised that the Sertoma 4th of July celebration is funded through Visit Pensacola, and made no change;

      (4) West Florida Historic Preservation, Inc. - $200,000 – Was advised that the maintenance of St. Michael's Cemetery, St. Michael's Mt. Zion, and St. Michael's AME Zion and Magnolia are now funded through West Florida Historic Preservation, Inc. and made no change; and

      (5) Gulf Coast Veterans Advocacy Council – Tentatively agreed to fund $5,000 for the parade;

   E. Discussed funding Economic Development Fund Outside Agencies/Local Option Sales Tax Fund, as follows:

      (1) Century Economic Development Initiative - $55,000 requested – Made no change;

      (2) Gulf Coast Minority Chamber of Commerce - $75,000 requested – Made no change; and

      (3) PEDC (Pensacola-Escambia Promotion and Development Commission) - $625,000 originally requested – Was advised that the request was reduced to $600,000 and made no change;

      (4) Junior Achievement of Northwest Florida - $20,000 requested – Made no change; and

      (5) Escambia County School Readiness Coalition - $300,000 requested – Made no change; and

(Continued on Page 12)

AGENDA NUMBER – Continued

7. Continued…

   F. Discussed the Solid Waste Management Fund, the $51,000 request from Keep Pensacola Beautiful, Inc., and made no change.

   Speaker(s):

Brian Wyer	Lewis Bear
Scott Luth	Bishop Leon Rankins
David Lister	Greg Strader
John Clark	Sandra Donaldson
Chandra Smiley	Walter Watson
Delbert Redditt	Stacey Kostevicki
Arnetha Welcome	James B. Washington
Carolyn Shearman	Christine A. Kelly Fausel
Emma Watts	Rodney Jones
Lee Avant	Kristin Fairchild
Shirley Stone	Shannon Nickinson
Laura Gilliam	Dorothy Kaufmann
Ildi Hosman	Sigrid Solgard
Cheryl Howard	Dave Hoxeng
Riannon Boven	Robert Overton
William D. Clay	Isabella DiPhilippo

DISCUSSION ITEM NOT ON THE AGENDA

1. Beach Traffic Discussion

   Commissioner Bender discussed Sunpass and Toll-By-Plate options to improve the flow of traffic onto Pensacola Beach, presented a postcard being handed out to promote information, advised that he was open to any options to continue improvements, and the C/W discussed the idea of reimbursing employees who work on the beach for annual passes.

8. Adjourn

   Chairman May declared the Budget C/W Workshop adjourned at 1:02 p.m. on June 25, 2019.

   Chairman May declared the Budget C/W Workshop adjourned at 1:26 p.m. on June 26, 2019.

   Chairman May declared the Budget C/W Workshop adjourned at 10:44 a.m. on June 27, 2019.

MINUTES OF THE SPECIAL MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

JULY 1, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman May called the Special Meeting of the Board of County Commissioners to order at 9:01 a.m.

2. Proof of Publication

   The Clerk's office did not receive the proof of publication for the meeting.

3. Introduction/Invocation

   Janice Gilley, County Administrator, outlined her initial plans and approach to leadership and Pastor Uri Brito, Providence Church, led the invocation.

4. Adoption of the Agenda

   Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: So moved **For Information:** Chairman May advised that the chair would entertain a motion to adopt the agenda.
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

5. Ranking of Firms for OLF-8 Master Plan

   Recommendation: That the Board take the following action:

   A. Rank the following three firms as the first, second, and third most qualified based upon the selection criteria (provided below) included in PD 17-18.105, OLF-8 Master Plan:

      (1) Associated Space Design, Inc., dba ASD|SKY;

      (2) Atkins North America, Inc.; and

      (3) DPZ CoDESIGN, LLC; and

   B. Authorize the Selection/Negotiation Committee to negotiate an Agreement and fee proposal with the number one ranked firm.

AGENDA NUMBER – Continued

5. Continued…

Selection Criteria:

1. Strategy for addressing Plan Objectives - 15 Points;
2. Approach for conducting the Existing Conditions Analysis and Technical Analysis - 15 Points;
3. Approach for conducting Economic Impact Analysis - 20 Points;
4. Demonstration of innovative methods for soliciting, assessing and using community input, comments and suggestions during project development and for working with diverse stakeholders to achieve plan objective - 20 Points;
5. Demonstration of successfully implementing other similar master plan - 15 Points; and
6. Strategy for implementing the OLF-8 Master Plan - 15 Points.

Motion: No action taken **For Information:** Each firm presented a PowerPoint presentation and answered questions regarding their proposals for the OLF-8 Master Plan. At the conclusion of the presentations, the Board advised staff that there were several additional questions they would like answered from each firm prior to ranking.
Speaker(s): Marina Khoury, Chris Forinash, Peter Bazeli, Georgio Tachiev, Travis Peterson, Glenn Cartledge, Scott Jernigan, Jonathan Bartlett, Allison Stewart Harris, Lee Pollock, David Haight, Greg Allen, Amy Newburn, Joseph Kohl, Mike Sasser, John Boudreau, and Wiatt Bowers

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Special Meeting of the Board of County Commissioners adjourned at 11:57 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: July 18, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16290 **Growth Management Report 12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/18/2019
Issue: 9:15 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2019-01
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

9:15 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2019-01

That the Board of County Commissioner (BCC) review and adopt, an ordinance amending the Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2019-01.

BACKGROUND:

The small-scale amendment to the future land use (FLU) map of the County propses to change th FLU category of a parcel on a 3.09 (+/-) acres from industrial (I) to Mixed-use urban district. The parcel currently has a residential structure and the applicant wish to place another dwelling on site but due to th Industrial FLU, this is not allowed, so they are seeking Mixed-use urban to be consistent with the Comprehensive Plan.
At the June 4, 2019 Planning Board meeting, the Board recommended approval of the requested FLU change.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the Future Land Use map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

SSA-2019-01
Draft Ordinance
Clean Ordinance

SSA-2019-01

Comprehensive Plan
Small-Scale Future Land Use Map
Amendment Staff Analysis

General Data

Project Name:	SSA 2019-01
Location:	40 E Hope Dr
Parcel #s:	21-1S-30-1101-010-038
Acreage:	3.09 (+/-) acres
Request:	From Industrial (I) to Mixed-Use Urban (MU-U)
Applicant:	Kathrine Caldwell**,** Owner
Overlay District:	Ensley
Meeting Dates:	Planning Board, June 4, 2019 BCC, July 18, 2019

Summary of Proposed Amendment:

The small scale amendment to the future land use (FLU) map of the county proposes to change the FLU category of a 3.09 acre parcel from Industrial (I) to Mixed-Use Urban (MU-U). The parcel can be accessed along Hope Drive, off Old Palafox Highway. The zoning designation for the subject parcel is HC/LI which will allow residential development if the FLU change is adopted.

The existing and proposed future land use categories are described in Comprehensive Plan policy FLU 1.3.1 and summarized as follows:

Industrial. Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. The listed range of allowable uses is Light to intensive industrial, ancillary retail and office. No new residential development is allowed.

Mixed-Use Urban. Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The MU-U FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Land Development Code FLU map amendment requirements

Sec. 2-7.3 (e) Comprehensive Plan map amendments

(3) Compliance review.

a. **General amendment conditions.** All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement:

   1. **Need and benefit.** There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

Analysis: The application cover letter states that the parcel currently has an existing mobile home with existing infrastructure. Unlike the existing Industrial FLU, the proposed MU-U allows for residential development. Conversion to MU-U would eliminate the FLU dedication of Industrial use and provide greater accommodation of residential uses within a mixed-use environment.

The applicant provided no need-based justification for more residential housing.

The "Data and Analysis Response" in the application, the analysis refers to a residential development. Single-family residential is not a permitted use within the existing Industrial FLU of the subject parcel and if the requested MU-U FLU is approved, the density would be limited to 25 du/acre.

   2. **Professional practices.** The proposed amendment applies contemporary planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

Analysis: Accepting single-family residential use as the identified need, the proposed amendment applies appropriate planning principles by suggesting a replacement FLU that is both consistent with the proposed use and the same as most adjoining and surrounding property.

b. **FLUM amendment conditions.** In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses [required] by Florida Statute.

Analysis: The proposed amendment complies with all four conditions established by Florida Statutes, §163.3187(1), for the adoption of any small scale comprehensive plan amendment:

(a) The subject 3.09-acre parcel is a use of 10 acres or fewer.

(b) The amendment is the first proposed small scale amendment for calendar year 2019 and will not exceed the cumulative maximum of 120 acres in a calendar year.

(c) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity.

(d) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

Policy HOU 1.1.1 **Residential Areas**. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.

Analysis: The proposed MU-U is a suitable replacement of the existing Industrial future land use to accommodate the suggested residential development, and is consistent with the FLU of the surrounding residential development.

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

Analysis: Mixed-Use Urban, the applicable FLU would promote more mixed use and compact development for the subject parcel.

3. Infrastructure

Policy HOU 1.1.4 **Adequate infrastructure**. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

Analysis: The application includes documentation of potable water, wastewater, and solid waste services. The site is located along a local street and within 2000 feet of a major collector. The subject parcel would retain the use as single-family and would promote the efficient use of the available infrastructure.

GOAL CMS 1 Concurrency Management System

Escambia County will adopt a Concurrency Management System to ensure that

facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

Potable Water.

Policy INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

Policy INF 4.1.7 **Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Sanitary Sewer.

Policy INF 1.1.7 **Level of Service (LOS) Standards**. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 **Required New Service Connection**. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUC has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Solid Waste Disposal.

Policy INF 2.1.2 **Perdido Landfill Operation**. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

Policy INF 2.1.4 **Level of Service (LOS) Standards**. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

Analysis: The property is currently on septic tank and a well provides potable water supply to the parcel. The application includes information from the Escambia County Health Department regarding the number of dwelling on a single septic tank and further review will be done once additional dwellings are approved.

Stormwater Management.

Policy INF 3.1.5 **Concurrency Management.** Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

Policy INF 3.1.6 **Developer Responsibilities**. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

Transportation and Mobility.

Policy *MOB 1.1.2* **On-site Facilities***.* All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

Policy MOB 1.1.7 **Access Management**. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Any redevelopment of the subject parcel is required to comply with the current stormwater management, onsite parking, site access, and other applicable development standards of the LDC. County compliance review of any redevelopment plan would be required prior to plan approval.

4. Protected Resources

Wellheads.

Policy CON 1.4.1 **Wellhead Protection**. Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

***Analysis**: The subject parcel is approximately half a mile from the nearest public potable water wellhead, outside of any wellhead protection area.*

Historically Significant Sites.

Policy FLU 1.2.1 **State Assistance**. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

Analysis: The applicant provided documentation of a referenced request made to Florida Master Site File, Division of Historical Resources stating there are no previously-recorded cultural resources within the project area.

Wetlands and Habitat.

Policy CON 1.1.2 **Wetland and Habitat Indicators**. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

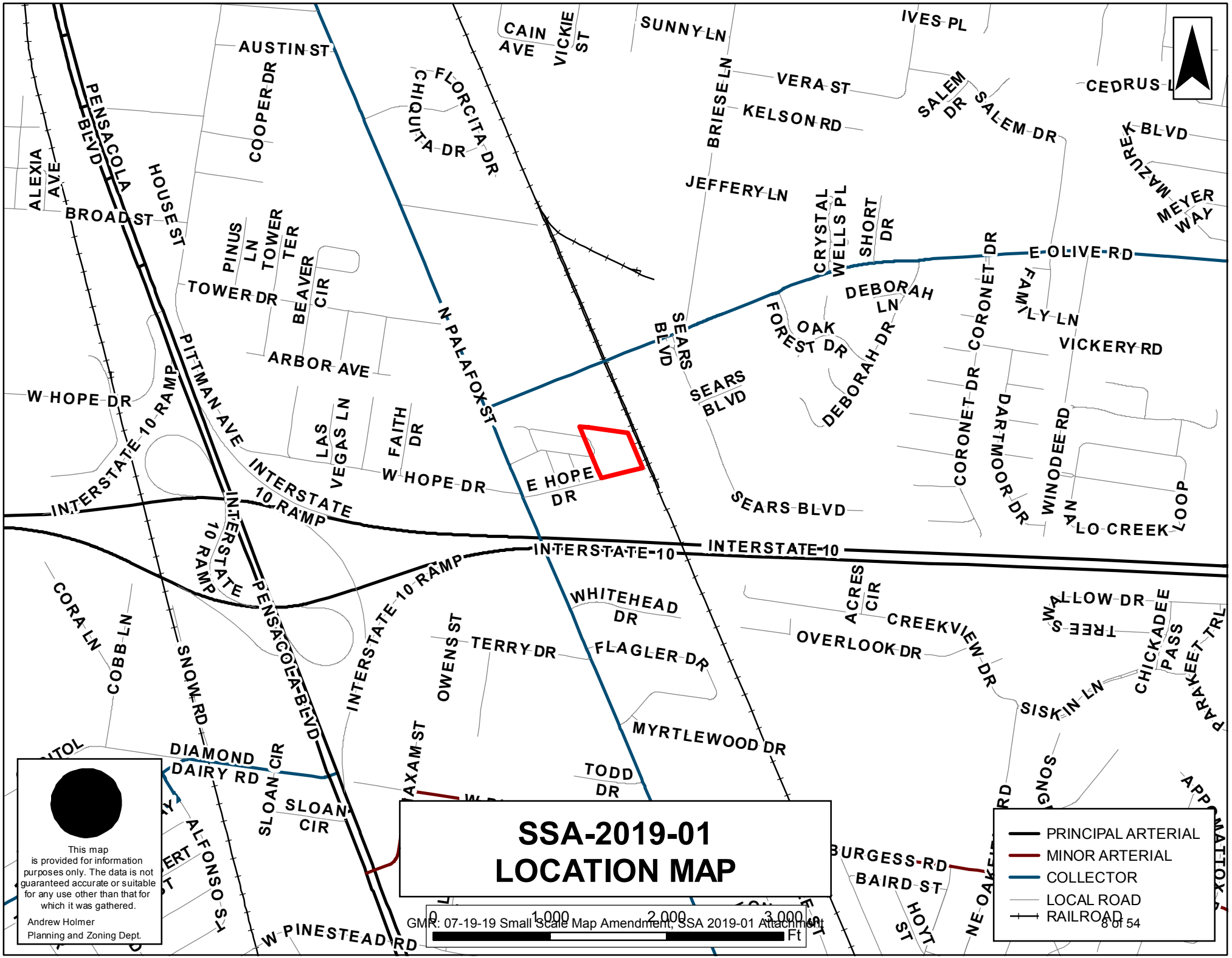
Urban Forest.

Policy CON 1.6.4 **Urban Forest Management**. Escambia County will, through LDC provisions and other measures, sustain and promote the urban forest.

Analysis: There are no indications from the available National Wetland Inventory map that wetlands are on the subject parcel. Any future development will be analyzed for compliance with all applicable environmental regulations prior to the issuance of development plan approval.

The Proposed Plan amendment discourages urban sprawl by incorporating a development pattern or urban form that achieves the following:

1. The proposed development would direct growth that will not have an adverse impact on natural resources and ecosystems.
2. The proposed amendment would efficiently promote the extension of the existing residential use.
3. The change in the FLU would allow flexibility in the mixed-use land use and the residential zoning districts not currently allowed in the Industrial future land use.
4. The parcel of land is currently Industrial FLU and substantially surrounded by heavy commercial and light industrial zoning. Changing the FLU to Mixed-Use Urban would allow the residential need for the parcel.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LOCATION MAP
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Andrew Holmer
Planning and Zoning Dept.
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GMR: 07-19-19 Small Scale Map Amendment, SSA 2019-01 Attachment
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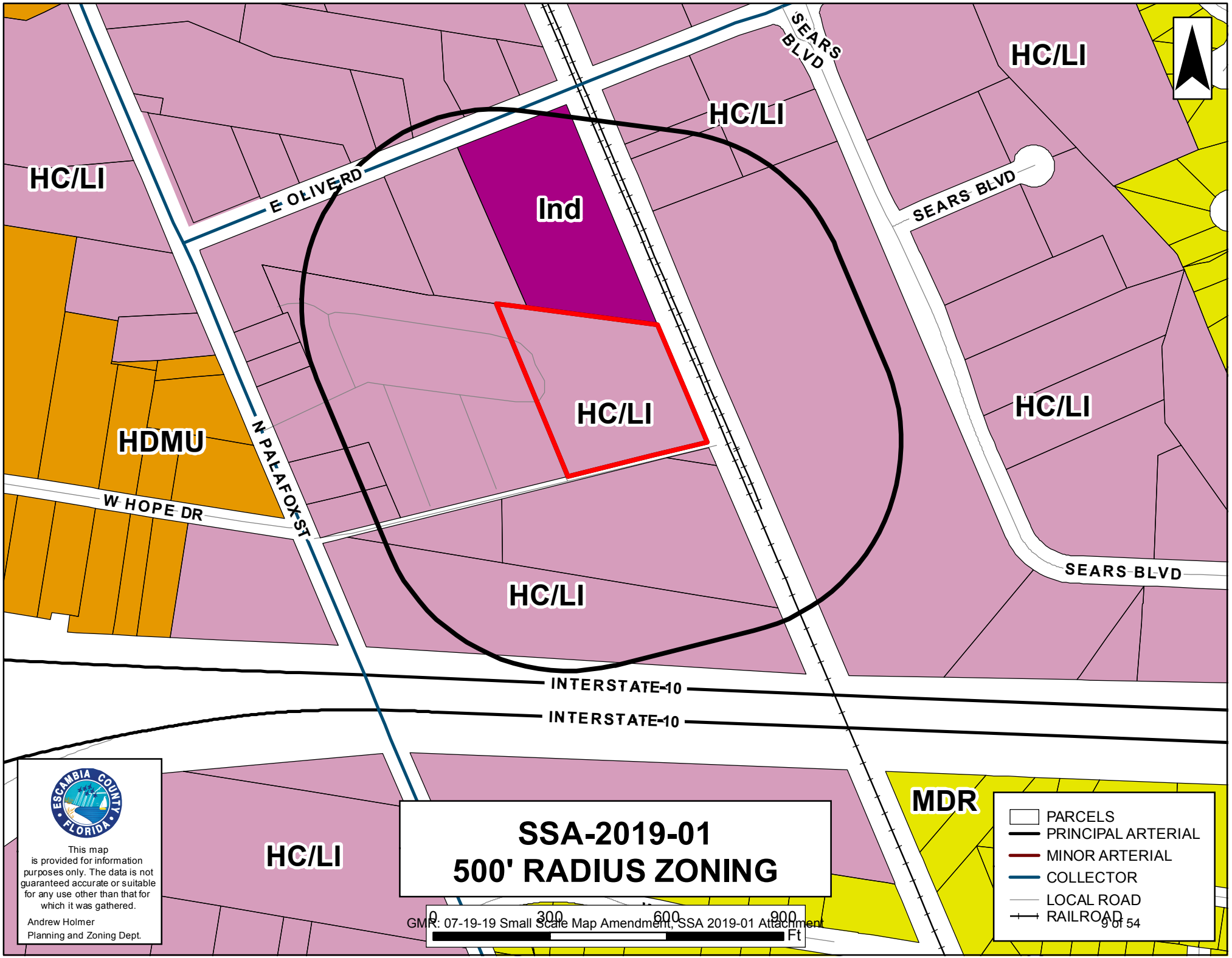
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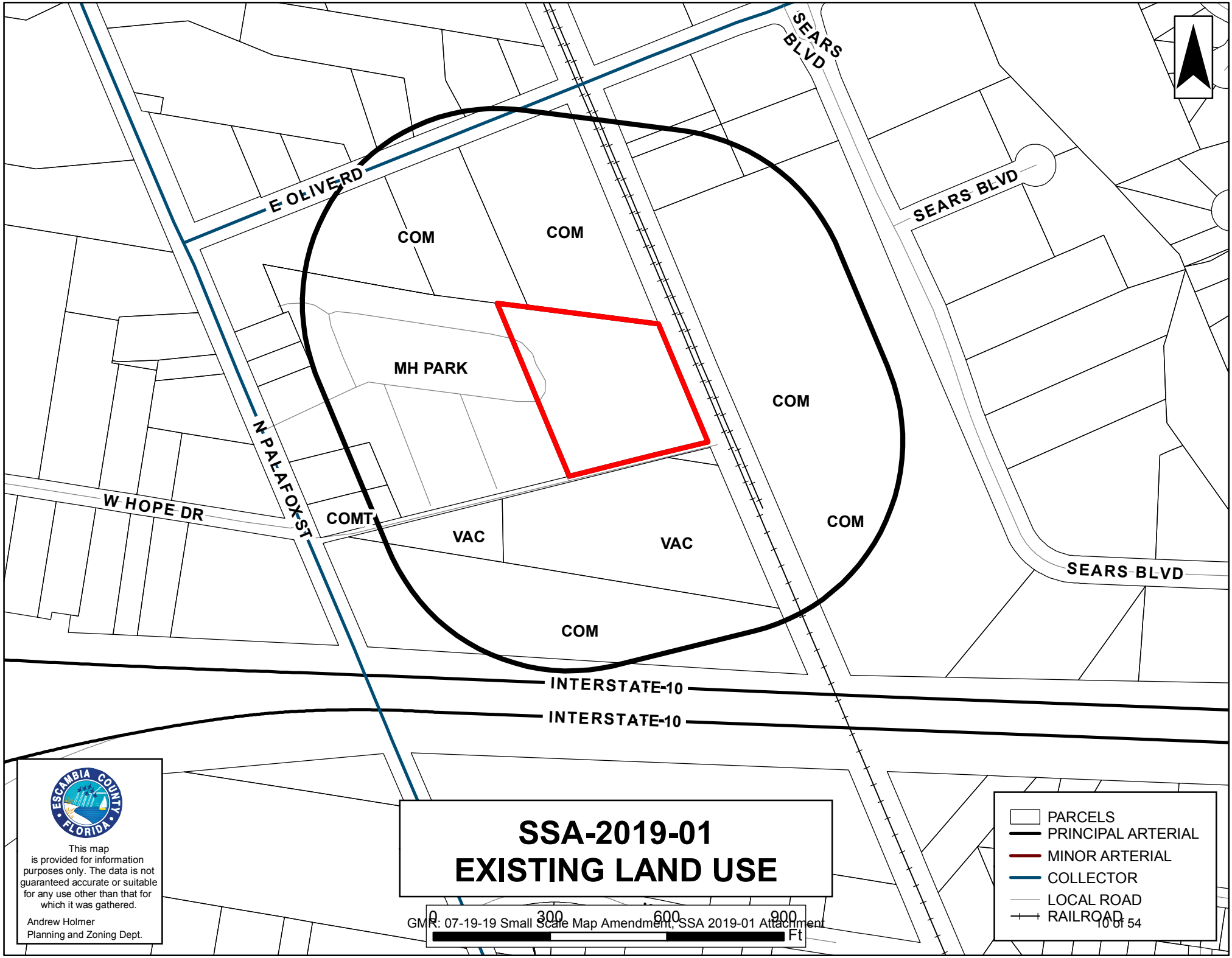
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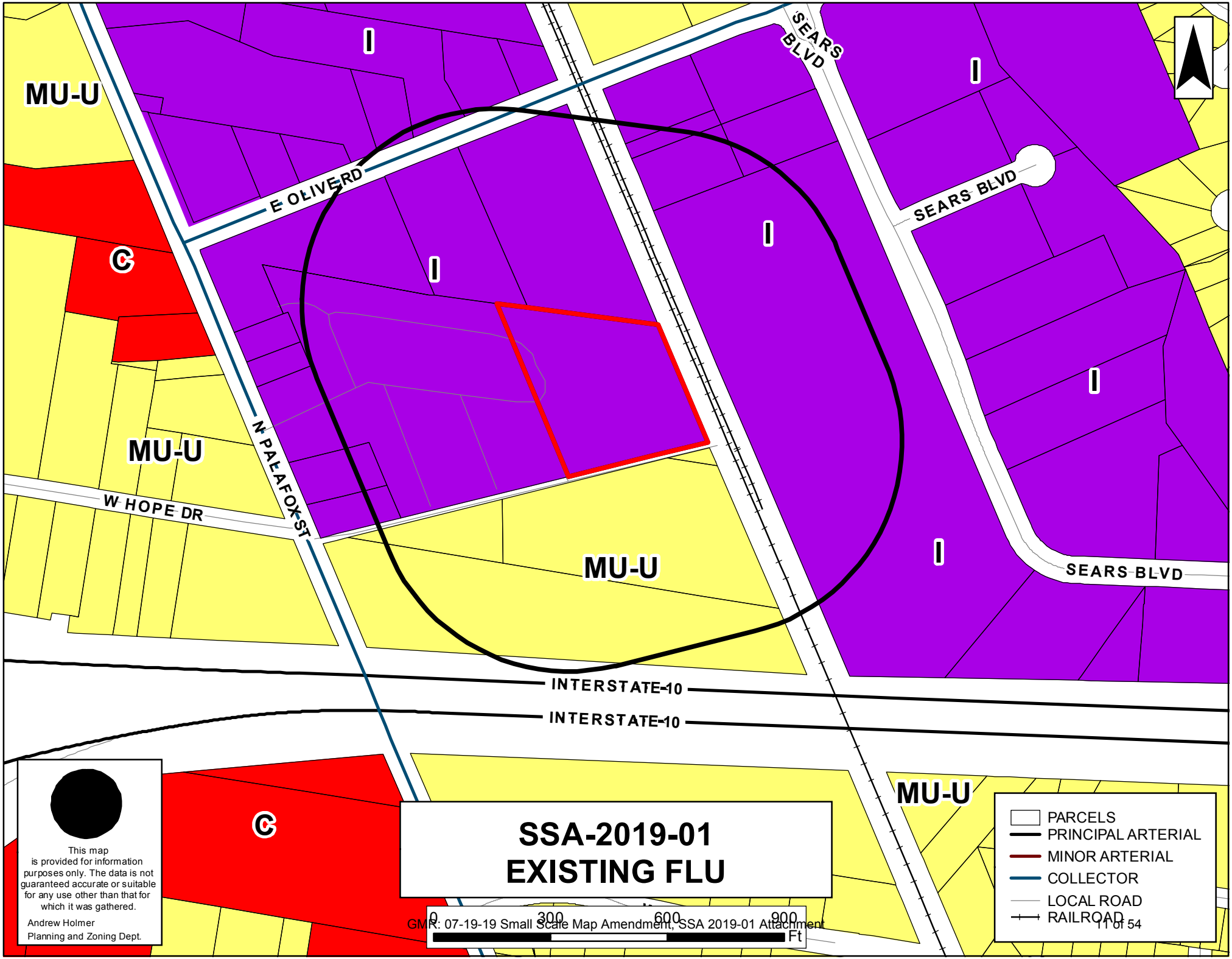
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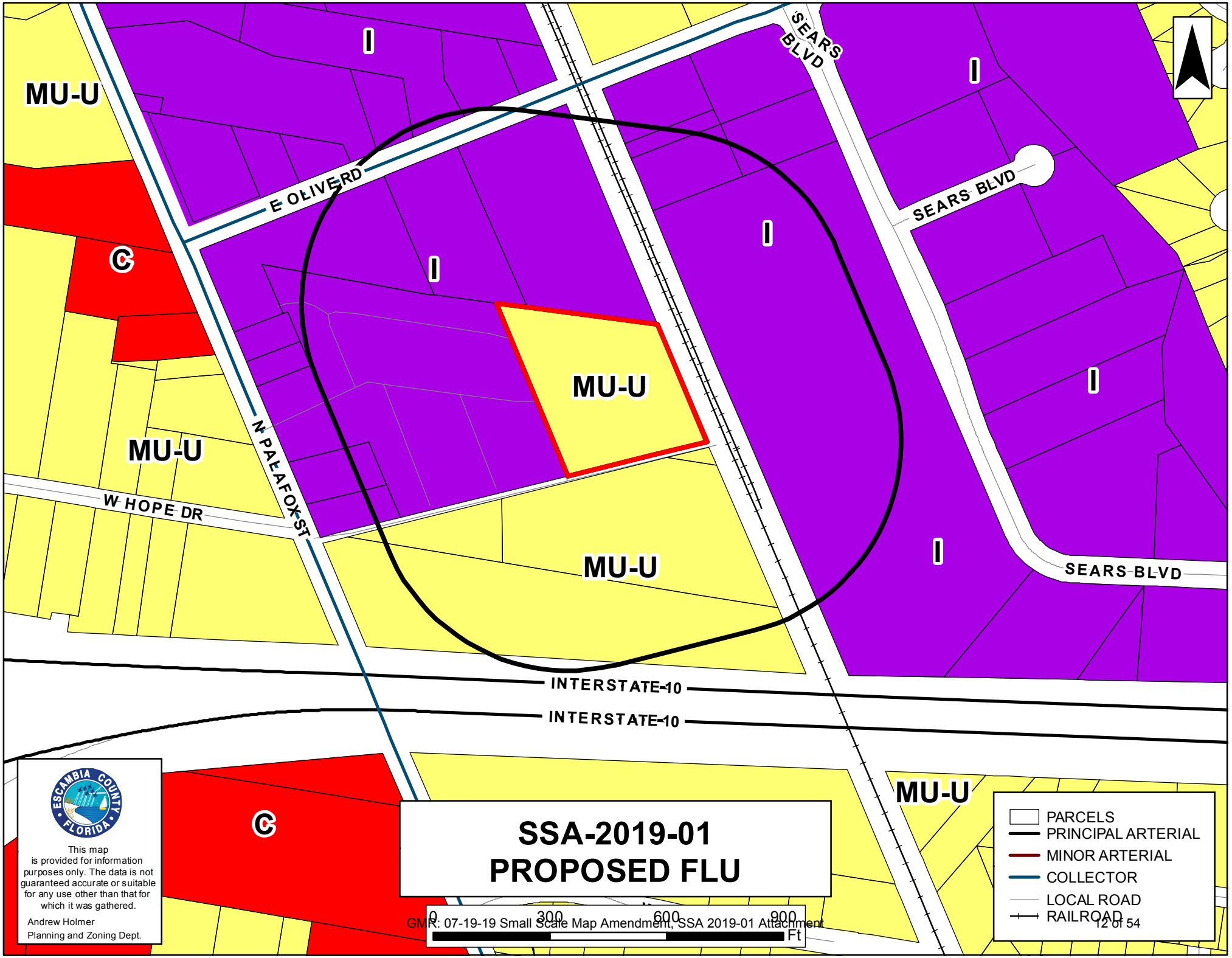
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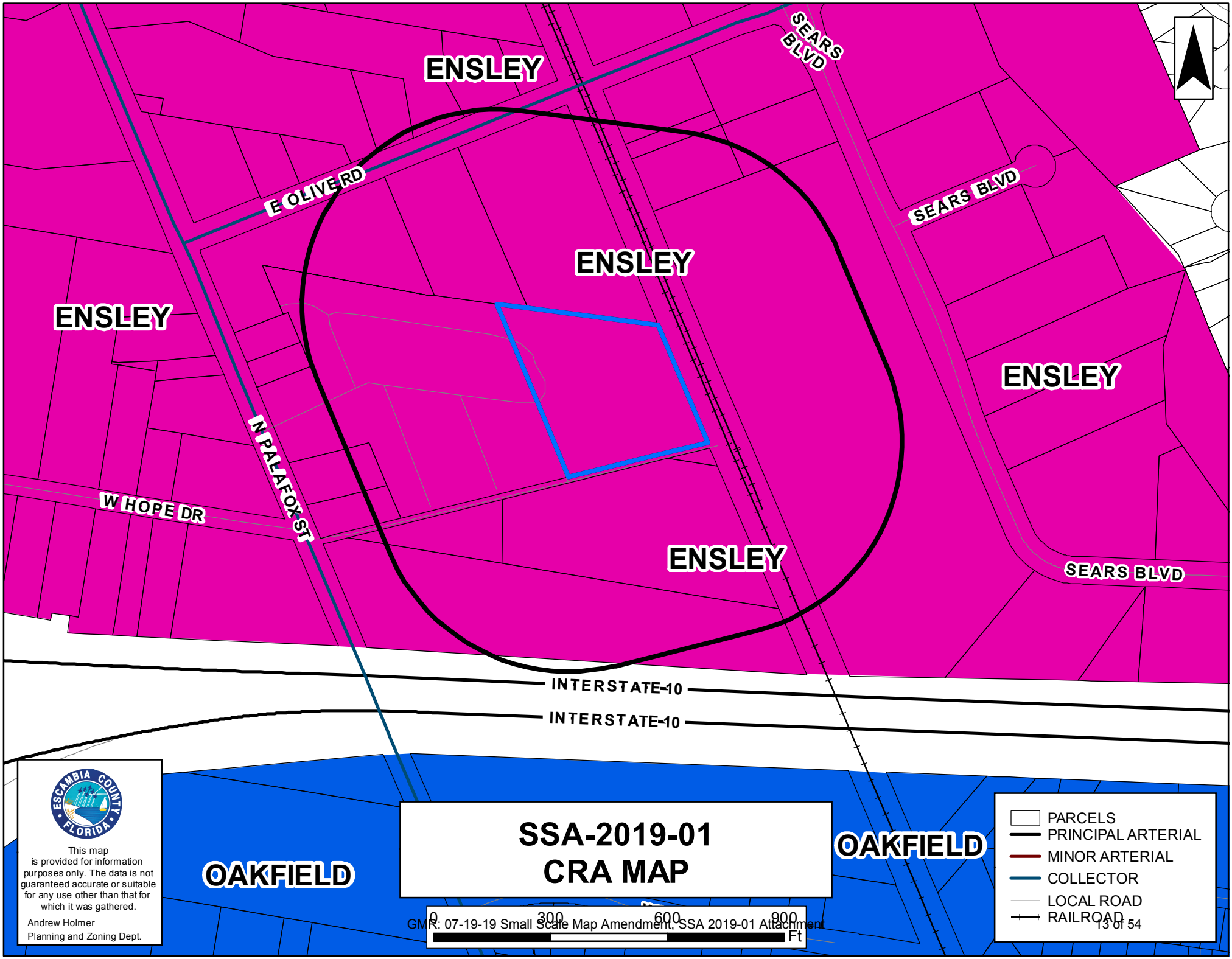
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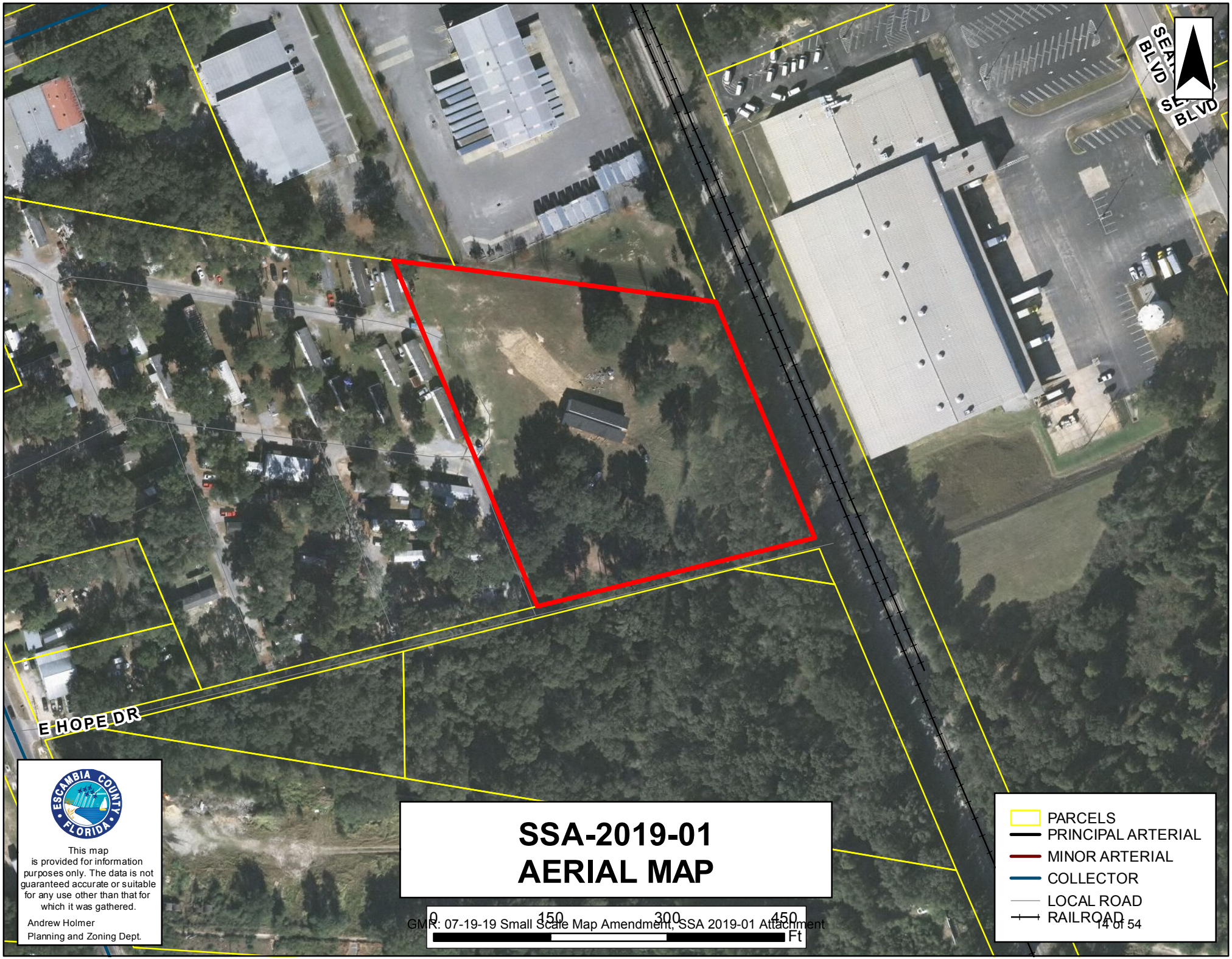
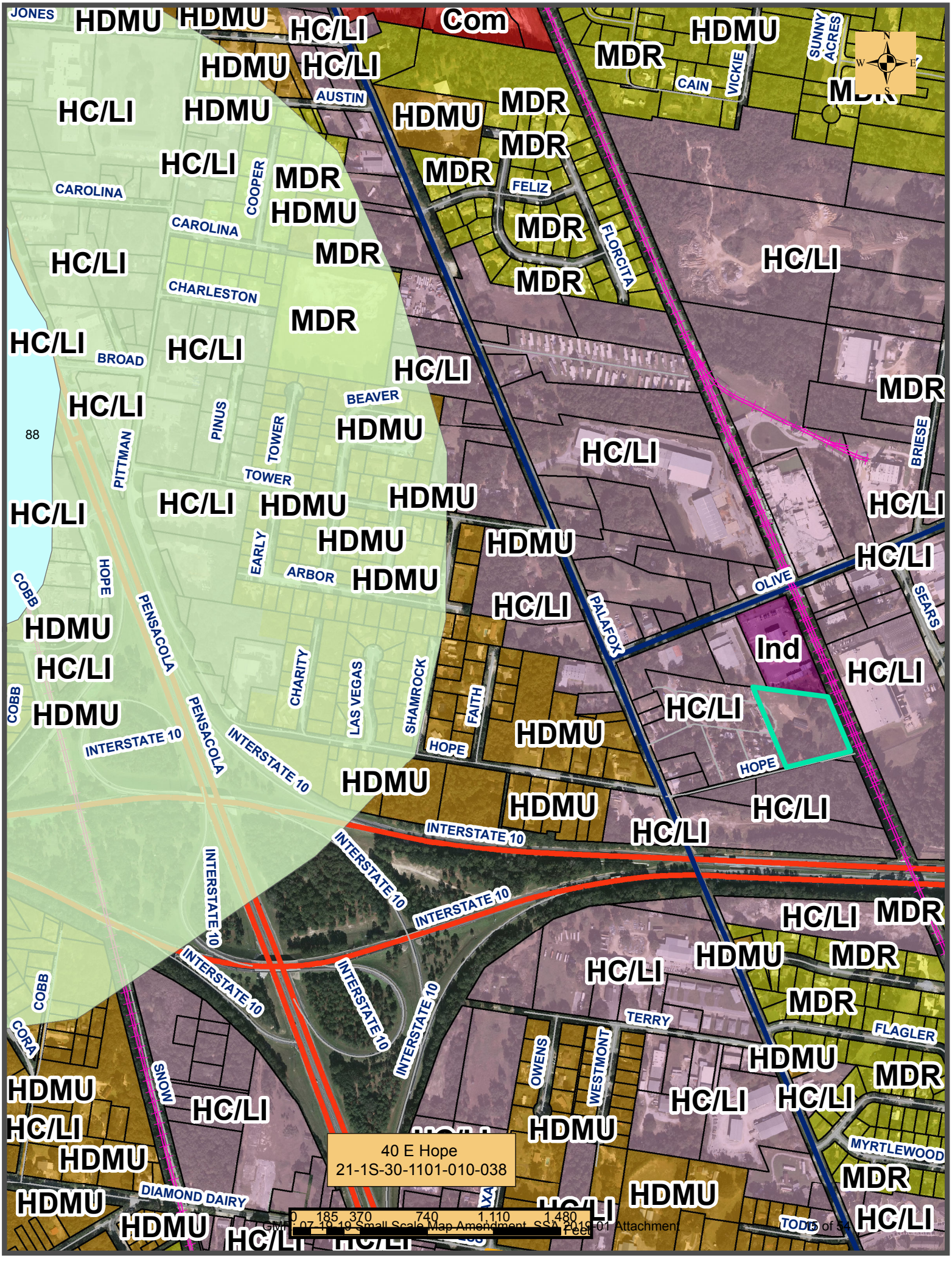
OAKFIELD
OAKFIELD
SSA-2019-01
CRA MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
0 300 600 900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


SEA
BLVD
SE
BLVD
E HOPE DR
SSA-2019-01
AERIAL MAP
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
0
150
300
450
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


40 E Hope
21-1S-30-1101-010-038
0 185 370 740 1,110 1,480
Feet
GMP 07-19-19 Small Scale Map Amendment SSA 2019-01 Attachment
TODD
5 of 54



Public hearing sign



Looking onto subject property



Another view of subject property



Looking northeast onto subject parcel



Looking west at MH park from subject property:



Looking southwest toward Old Palafox from subject parcel on Hope Dr



Looking northeast along Hope Dr from subject parcel



Intersection of Hope Dr and Old Palafox

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(Revised 06/05/17)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

FEES: Application fees can be found on the Escambia County website at:
https://myescambia.com/our-services/development-services/planning-zoning/rezoning/planning-board/planning-board-forms

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. _____ **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**

2. _____ **Letter of request, including reason(s) for map amendment and desired future land use category**

3. _____ **Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)**

4. ✓ **Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**

5. _____ **Street Map depicting general property location**

6. ✓ **Legal Description of exact property area proposed for a future land use map amendment, including:**
   - ___ **Street Address**
   - ___ **Property Reference Number(s)**
   - ___ **Boundary Survey**
   - ___ **Total acreage requested for amendment**

7. _____ **Land Use Map Amendment Application fee**

8. _____ **Complete Data and Analysis (See applicable page herein)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT ✓
LARGE SCALE FLU AMENDMENT _____

Current FLU: I **Desired FLU:** MU-U **Zoning:** HC/LI **Taken by:** _____
Planning Board Public Hearing, date(s): 5-15-19

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:** _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Dan Jaquish

Address: 5720 North W St.

City: Pensacola, State: FL Zip Code: 32505

Telephone: (850) 341.1514

Email: ✓

DESCRIPTION OF PROPERTY:

Street address: 40 E. Hope Dr.
Pensacola, FL 32534

Subdivision:

✓

Property reference number: Section 21 Township 1S Range 30
Parcel 1101 Lot 010 Block 030

Size of Property (acres) 3.090

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

D X Daniel Jacquish 41319
Signature (Property Owner) Printed Name Date

Katherine Caldwell Katherine Caldwell 4.13.19
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: _____

City: _____ State: _____ Zip: _____

Telephone ( ) _____ - _____ Fax # ( ) _____ - _____

Email: _____

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 13th day of April, year of 2019 by, Dan Jacquish who (✓) did ( ) did not take an oath. He/she is ( ) personally known to me, (✓) produced current Florida/Other driver's license, and/or ( ) produced current Drivers License as identification.

Sheila Marie Savage Sheila Marie Savage
Signature of Notary Public Date Printed Name of Notary
My Commission Expires 8/10/2020 Commission No. GG020459
(Notary seal must be affixed)

Sheila Marie Savage
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG020459
Expires 8/10/2020

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 40 E. Hope Drive, Pensacola, Florida, Property Reference Number(s) 21 1S 30 1101 010 0038, I hereby designate Katherine Caldwell for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 13 day of April, the year of 2019 and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

Signature of Property Owner	Date	Printed Name of Property Owner
[signature]	4/13/19	Daniel Jacquish
Signature of Agent	Date	Printed Name of Agent
Katherine Caldwell	4.13.19	Katherine Caldwell

STATE OF ~~Escambia~~ SMS Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 13th day of April, year of 2019, by Dan Jacquish who (✓ did ( ) did not take an oath.

He/she is ( ) personally known to me, (✓ produced current Florida/Other driver's license, and/or ( ) produced current Drivers License as identification.

Signature of Notary Public	Date	Printed Name of Notary Public
[signature]		Sheila Marie Savage

Commission Number GG020459 My Commission Expires 8/10/2020

(Notary seal must be affixed)

Sheila Marie Savage
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG020459
Expires 8/10/2020

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: _____

Property reference #: Section 21 Township 1S Range 30

Parcel # 211S301101010038

Project Address: 40 E. Hope Dr., Pensacola, FL 32534

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 13 DAY OF April, 2019

Daniel Jones
Owner's signature **Owner's name (print)**

Katherine Caldwell
Agent's signature **Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

    The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

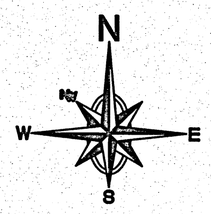
    A. Wellheads (indicate distance and location to nearest wellhead)

    B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email *sitefile@dos.state.fl.us*) Request form attached.

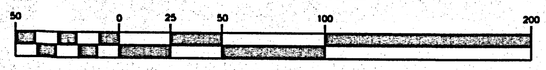
    C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

BOUNDARY SURVEY
OF A PORTION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 7310, PAGE: 1628)

BEG AT N LI OF HOPE DR (OLD OLIVE-FERRY PASS RD) & E R/W LI PALAFOX HWY (SR 95) SELY ALG N R/W LI HOPE DR 668 47/100 FT FOR POB CONT SELY ALG SD N LI 353 64/100 FT 88 DEG 17 MIN 15 SEC LEFT 314 23/100 FT 57 DEG 41 MIN 46 SEC LEFT 394 45/100 FT 120 DEG 23 MIN 38 SEC LEFT 468 22/100 FT TO POB S/D W OF RR PLAT DB 2 P 90 OR 5627 P 822.

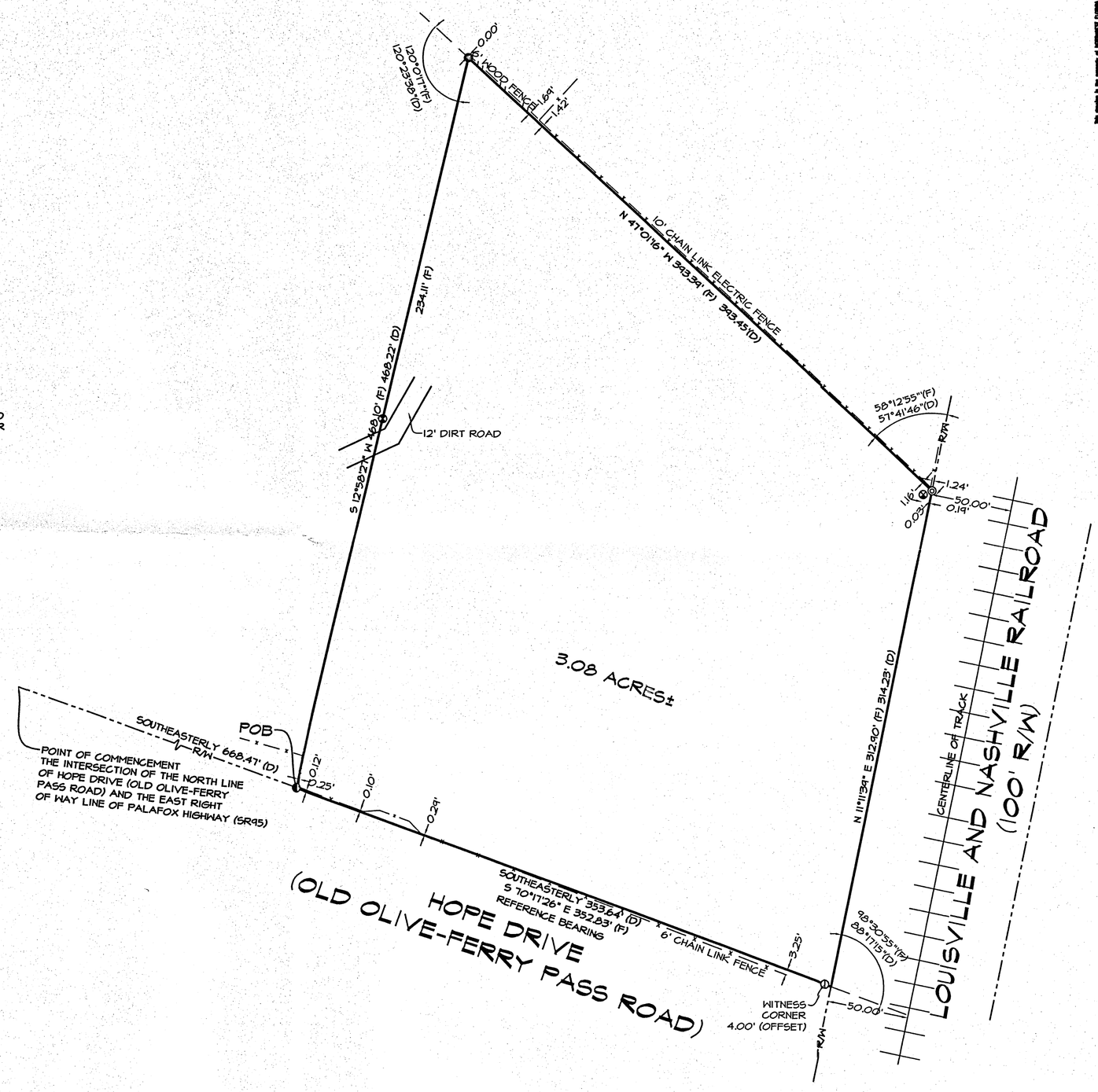
GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 70 DEGREES 17 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE PROPERTY.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0245 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.
14. THE DESCRIPTION AS FURNISHED DOES NOT MATHEMATICALLY CLOSE THEREFORE EXISTING FIELD MONUMENTATION WAS HELD.

DENOTES:

◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 6832 (FOUND)
◑ ~ 1/2" CAPPED IRON ROD, NUMBERED 2337 (FOUND)
⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 3578 (FOUND)
◎ ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
● ~ 1" IRON PIPE, UNNUMBERED (FOUND)
(D) ~ DEED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
P.O.B. ~ POINT OF BEGINNING

40 WEST HOPE DRIVE



NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

7/2/15

FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

NO.	DATE	APPR.	REVISIONS

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 492-1062

SCALE 1"=50' | DESIGNED JAS | DRAWN JAS | CHECKED FRT | DATE 7/2/15

BOUNDARY SURVEY
OF A PORTION OF SECTION 21,
TOWNSHIP 1 SOUTH, RANGE 30 WEST,
ESCAMBIA COUNTY, FLORIDA
PREPARED FOR AND REQUESTED BY:
DAVID JACOBS

PROJECT NO. 19731 | INDEX 10 | NO. 1 OF 1 SHEETS

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
02-3266-225	06		211S301101010038

JAQUISH DAN
5720 NORTH W ST
PENSACOLA, FL 32505

PROPERTY ADDRESS:
OLD PALAFOX HWY

EXEMPTIONS:

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	207,771	0	207,771	1,374.72
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	207,771	0	207,771	441.51
BY STATE LAW	4.2000	207,771	0	207,771	872.64
WATER MANAGEMENT	0.0338	207,771	0	207,771	7.02
SHERIFF	0.6850	207,771	0	207,771	142.32
M.S.T.U. LIBRARY	0.3590	207,771	0	207,771	74.59

TOTAL MILLAGE 14.0193

AD VALOREM TAXES $2,912.80

LEGAL DESCRIPTION

BEG AT N LI OF HOPE DR (0LD OLIVE-FERRY PASS RD) & E R/W LI PALAFOX HWY (SR 95)
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33

NON-AD VALOREM ASSESSMENTS $125.33

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $3,038.13

If Paid By	Mar 31, 2019				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
02-3266-225
PROPERTY ADDRESS
OLD PALAFOX HWY

JAQUISH DAN
5720 NORTH W ST
PENSACOLA, FL 32505

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Mar 31, 2019 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid 03/26/2019 Receipt # WWW-19-0009446 $3,038.13 Paid By The Wagontrain LLC

THIS SPACE PROVIDED FOR RECORDER'S USE

WHEN RECORDED RETURN TO:

_____

_____

_____, _____, _____

CONTRACT FOR DEED

This Contract ("Contract") is effective as of June 13, 2015 by and between

- DAN JAQUISH, a single person,

hereinafter referred to as "SELLER," whether one or more, and

- THE WAGON TRAIN LLC,DAVID M JACOBS, CEO, 2172 W NINE MILE RD #358, PENSACOLA, ESCAMBIA County, Florida, 32514,
- DAVID JACOBS, _____, _____, _____ County, _____, _____,
- KATHERINE CALDWELL, _____, _____, _____ County, _____, _____,

hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at OLD PALOFOX HWY, PENSACOLA, Florida 32514 in ESCAMBIA County and is legally described as

SEE ATTACHED

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is $118,000.00 with interest from August 13, 2015, on the unpaid principal at the rate of 6.50% per annum. The Seller hereby

acknowledges receipt of a down payment or earnest money totaling $10,000.00 which shall be deducted from the total purchase price indicated above.

TERMS OF PAYMENT. Payments under this contract should be submitted to DAN JAQUISH at 5720 NORTH W ST, PENSACOLA, Florida 32505.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 6.50% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of $682.63, beginning on September 13, 2015, and continuing until August 13, 2045 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of $50.00 for each installment that remains unpaid more than 5 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 5 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 5 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Quit Claim Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for

Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Florida.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

OTHER PROVISIONS. BUYER PAID $5000 DOWN ON 06/13/15 AND WILL PAY ANOTHER $5000 DOWN PAYMENT BY 13 AUG 2015 . 1ST PAYMENT STARTS SEPT 13 2015

TAX EXEMPTION. Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR

PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Deed Drafted By:
DAN JAQUISH
5720 NORTH W ST
PENSACOLA, Florida, 32505
850-341-1514

SELLER:

DATED: 6 15 15

DAN JAQUISH
5720 NORTH W ST
PENSACOLA, Florida, 32505

STATE OF FLORIDA, COUNTY OF ESCAMBIA, ss:

The foregoing instrument was acknowledged before me this 15 day of June, 2015 by DAN JAQUISH, who are personally known to me or who have produced Driver's License as identification.

JAYME A. MINCHEW
Notary Public - State of Florida
Commission # FF 207182
My Comm. Expires Mar 5, 2019

Signature of person taking acknowledgment

Jayme A. Minchew
Name typed, printed, or stamped

Title or rank

Serial number (if applicable)

Witness Signatures:

Witness

DEQUANISE STAGGERS
876 N "C" St
Pensacola, FL 32501

Witness

Alan Dukes
889 Nowak Rd
Cantonment FL. 32534

BUYER:

DATED: 6/15/15

DAVID M JACOBS, CEO, on behalf of
THE WAGON TRAIN LLC
2172 W NINE MILE RD #358
PENSACOLA, Florida, 32514

STATE OF FLORIDA, ss:COUNTY OF ESCAMBIA, ss:

The foregoing instrument was acknowledged before me this 15 day of June, 2015 by DAVID M JACOBS, CEO, on behalf of THE WAGON TRAIN LLC, who are personally known to me or who have produced DRIVER'S LICENSE as identification.

JAYME A. MINCHEW
Notary Public - State of Florida
Commission # FF 207182
My Comm. Expires Mar 5, 2019

Signature of person taking acknowledgment

Jayme A. Minchew
Name typed, printed, or stamped

Title or rank

Serial number (if applicable)

BUYER:

DATED: 6·15·2015

Katherine Caldwell

KATHERINE CALDWELL

2172 W. Nine Mile Rd.
#358, Pensacola, FL 32534

STATE OF FLORIDA, ss:COUNTY OF ESCAMBIA, ss:

The foregoing instrument was acknowledged before me this 15 day of June, 2015 by KATHERINE CALDWELL, who are personally known to me or who have produced DRIVER'S LICENSE as identification.

Jayme A. Minchew

Signature of person taking acknowledgment

JAYME A. MINCHEW
Notary Public - State of Florida
Commission # FF 207182
My Comm. Expires Mar 5, 2019

Jayme A. Minchew

Name typed, printed, or stamped

Title or rank

Serial number (if applicable)

Witness Signatures:

Witness

DEQUANSE STAGGERS
8716 "N C St
Pensacola, FL 32501

Witness

ALAN DUKES
PENSACOLA FL 32534

BUYER:

DATED: 6/15/15

DAVID JACOBS
2172 W. Nine Mile Rd.
#358, Pensacola, FL 32534

STATE OF FLORIDA, ss:COUNTY OF ESCAMBIA, ss:

The foregoing instrument was acknowledged before me this 15 day of June, 2015 by DAVID JACOBS, who are personally known to me or who have produced DRIVER'S LICENSE as identification.

Signature of person taking acknowledgment

JAYME A. MINCHEW
Notary Public - State of Florida
Commission # FF 207182
My Comm. Expires Mar 5, 2019

Jayme A. Minchew
Name typed, printed, or stamped

Title or rank

Serial number (if applicable)

Witness Signatures:

Witness

DEQUANISE STAGGERS
876 N C St
Pensacola, FL 32501

Witness

Alan Dukes
289 Nowak Rd.
Cantonment FL 32534

Witness Signatures:

Witness

DEQUALSE STAGGERS
876 N "C" St
Pensacola, FL 32501

Witness

Alan Dukes
28a Nowak Rd
Cantonment FL 32533

Recorded in Public Records 8/2/2017 4:32 PM OR Book 7754 Page 1111, Instrument #2017059374, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $5,600.00

CONSIDERATION $800,000.00
DOC TAX $5,600.00
RECORD $27.00
PARCEL ID NO.: 211S301101007038

Prepared by and return to:
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800
Attention: James L. Turner, Esq.

SPECIAL WARRANTY DEED

THIS INDENTURE, made July 31, 2017 by and between WOODRIDGE, LLC, a dissolved Florida limited liability company, hereinafter referred to as Grantor, whose post office address is 226 East Government Street, Pensacola, FL 32502, and FLORIDA MHC, LLC, a Florida limited liability company, hereinafter referred to as Grantee, whose post office address is 98 Mill Plain Road, Ste. 3C, Danbury, CT 06811.

WITNESSETH: Grantor, in consideration of the sum of ten dollars and other valuable considerations to it in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, his heirs and assigns forever, the following described property situate in Escambia County, Florida:

Commence at the North line of Hope Drive (Old Olive-Ferry Pass Road) and the East R/W line of Palafox Highway (SR 95); thence run Northerly along said East R/W line for 210.0 feet to the Point of Beginning: Thence continue Northerly along said East R/W line for 202.50 feet; thence run Easterly at right angle for 148.00 feet; thence run Northerly at right angle for 151.0 feet; thence run Westerly at right angle for 148.0 feet to said East R/W line of Palafox Highway; thence run Northerly along said East R/W line for 222.50 feet; thence deflect 122 Degrees 10'59" Right and run 1191.46 feet; thence deflect 57 Degrees 41'46" Right and run 314.23 feet; thence deflect 99 Degrees 17'15" right for 812.11 feet; thence deflect 80 Degrees 50' Right and run 210.0 feet; thence deflect 80 Degrees 15' Left and run 210.0 feet to the Point of Beginning; lying in Section 21, Township 1 South, Range 30 West, Escambia County, Florida.

LESS & EXCEPT

Commence at the intersection of the East R/W line of Palafox Highway (SR 95), 66' R/W and the North R/W line of Hope Drive (40' R/W); thence run

Northerly along said East R/W line for 563.50 feet to the point of beginning; thence continue Northerly along said East R/W line for 222.50 feet; thence deflect 122 Degrees 10' 59" Right and run 155.59 feet; thence deflect 56 Degrees 52'01" Right and run 139.65 feet; thence deflect 90 Degrees 57'00" Right and run 134.00 feet; to the East R/W line of Palafox Highway (SR 95) and the Point of Beginning, lying in Section 21, Township 1 South, Range 30 West, Escambia County, Florida.

LESS & EXCEPT

Begin at the North line of Hope Drive (Old Olive-Ferry Pass Road) and the East R/W line of Palafox Highway (SR 95); thence go NORTHEASTERLY (Southeasterly per deed) along the North R/W line of Hope Drive a distance of 666.47 feet for the Point of Beginning; thence continue NORTHEASTERLY (Southeasterly per deed) along said North R/W line a distance of 354.64 feet; thence deflect 99 Degrees 17 '15" Left for 314.23 feet; thence deflect 57 Degrees 41'46" Left for 394.45 feet; thence deflect 120 Degrees 23'28" Left for 468.22 feet to the Point of Beginning.

Subject to restrictions, reservations, and easements of record; applicable governmental regulations; and taxes for the current year.

together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereunto appertaining. Grantor warrants against only the lawful claims of all persons claiming by, through or under Grantor. As used herein, the terms "Grantor" and "Grantee" shall include their respective heirs, devisees, personal representatives, successors and assigns; any gender shall include all genders, the plural number the singular and the singular, the plural.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its undersigned duly authorized officer the date above written.

WOODRIDGE, LLC, a dissolved Florida limited liability company

By: _____
Robert O. Beasley, as Personal Representative of the Estate of Donald W. Moore, deceased, as sole member

Witness Name: _____

Witness Name: _____

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 28 day of July 2017 by Robert O. Beasley, as Personal Representative of the Estate of Donald W. Moore, deceased, as sole member of WOODRIDGE, LLC, a dissolved Florida limited liability company, on behalf of the company. He is personally known to me or has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

JOY PAYNE
Commission # FF 133345
My Commission Expires
June 17, 2018

(Notary Seal)

_____
Signature of Notary Public

_____
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 6/17/18.

4258315.v1

4.00
.30
.55
4.85

QUIT-CLAIM DEED

OFFICIAL RECORD BOOK 997 PAGE 800

This Quit-Claim Deed, Executed this 27th day of April, A. D. 1976, by

BEATRICE W. YOUNG,

first party, to

GEORGE O. YOUNG,

whose postoffice address is

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, [illegible] representatives, and assigns of individuals, and the successors and assigns of corporations, wherever [illegible] so admits or requires.)

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON MAY 5 3 13 PM '76 [illegible] FLOWERS COMPTROLLER ESCAMBIA COUNTY

736996

Witnesseth, That the said first party, for and in consideration of the sum of $ 1.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia State of Florida, to-wit:

That portion of Lots 38, 39 and 40, lying between Flomaton Road and L & N Railroad and North of Old Olive-Ferry Pass Road, (presently known as Hope Drive) containing 12.82 acres in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, according to recorded Plat of the National Land Sales Company, as recorded in Deed Book 2 at page 90 of the public records of said County. (One half of right-of-way for public roadway to be allowed on the West line of Lots 38 and 39) less 1 acre in the Southwest corner of the above described 12.82 acre tract, said acre having a front of 210.0 feet more or less on the Pensacola-Flomaton Hard Road and a front of 210.0 feet, more or less, on the Olive-Ferry Pass Road (Hope Drive).

LESS AND EXCEPT the following described parcel: Commence at a concrete monument on the Easterly 66' right-of-way line of Palafox Highway and being a distance of 210.0 feet North of the North line of Hope Drive (Olive-Ferry Pass Road); thence Northerly along Palafox Highway right-of-way line a distance of 202.5 feet for the point of beginning; thence continue Northerly along same course a distance of 151.0 feet; thence Easterly at a 90° angle for 148.0 feet; thence Southerly at a 90° angle and parallel to Palafox Hwy. a distance of 151.0 feet; thence Westerly 148.0 ft. to the point of beg.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of

(Mrs.) Kathryn S. Warren

Beatrice W. Young

BEATRICE W. YOUNG

Bernice Cubbons

STATE OF FLORIDA,
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

BEATRICE W. YOUNG

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of April A. D. 1976

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 15 1980
BONDED THRU GENERAL INS. UNDERWRITERS

This Instrument prepared by: JAMES E. HERTZ
Address 420 North Palafox St.
Pensacola, FL 32501

THIS INSTRUMENT PREPARED BY
Debra A. Zuber
OF GULF BREEZE TITLE COMPANY,
P. O. BOX 786, GULF BREEZE,
FLA. IN CONNECTION WITH
ISSUANCE OF TITLE INSURANCE

Form 140
PRINTED AND FOR SALE
MAYES PRINTING CO.
PENSACOLA, FLA.

State of Florida
Escambia County

WARRANTY DEED

O.R. 1326 PAGE 23

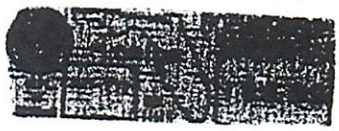
Know All Men by These Presents: That I, GEORGE O. YOUNG

for and in consideration of an equity transfer and other good and valuable considerations ~~DOLLARS~~,

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto STUART W. COSSLET AND V. CORINNE COSSLET, husband and wife

heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit:

Commence at the north line of Hope Drive (Old Olive-Ferry Pass Road) and the east R/W line of Palafox Highway (SR 95); thence run northerly along said east R/W line for 210.0 ft. to the Point of Beginning:
Thence continue northerly along said east R/W line for 202.50 feet; thence run easterly at right angle for 148.00 ft; thence run northerly at right angle for 151.0 ft; thence run westerly at right angle for 148.00 ft. to said east R/W line of Palafox Highway; thence run northerly along said east R/W line for 222.50 ft; thence deflect 122°10'59" right and run 1191.46 ft; thence deflect 57°41'46" right and run 314.23 ft; thence deflect 99°17'15" right for 812.11 ft; thence deflect 80°50' right and run 210.0 ft; thence deflect 80°15' left and run 210.0 ft. to the Point of Beginning; lying in Section 21, Township 1 South, Range 30 West, Escambia County, Florida, and containing 11.22 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And I covenant that I am well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that my heirs, executors and administrators, the said grantees, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever *warrant* and *defend*.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of May A. D. 19 79.

Signed, sealed and delivered in the presence of

Dana K Fahlby
Katherine J Dittrich

George O. Young (SEAL)
GEORGE O. YOUNG
(SEAL)
(SEAL)
(SEAL)
(SEAL)

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
May 3 3 30 PM '79
IN BOOK 2 PAGE NOTED ABOVE
ALEX ALLMAND, COMPTROLLER
ESCAMBIA COUNTY

94721 4

State of Florida
Escambia County

Before the subscriber personally appeared George O. Young
and
his wife, known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of May 19 79

Notary Public

My commission expires October 7, 1980

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: 1 (North **or** (South)) ***Range***: 30 (East **or** (West))

Sections (include all affected): 21

County (include all affected): Escambia **USGS Quad** (if known): _____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Return To:
Name: Katherine Caldwell
Organization: _____
Phone: 6235213598 Fax: _____
Address: 40 E. Hope Drive
Pensacola, FL 32534
Email: thewagontrainkd@gmail.com * Preferred method for Response.

Agency/Permit/Project requiring search: _____

Florida Master Site File
Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

Katherine Caldwell
40 East Hope Drive
Pensacola, Florida 32534

April 18, 2019

RE: DHR Project File No.: 2019-2226 Received by DHR: April 18, 2019
Project: *40 East Hope Dr. Pensacola, FL*
County: Escambia

To Whom It May Concern:

Our office has reviewed the above referenced project and provided comments as part of a Due Diligence review in anticipation of state and federal permitting applications. Please note that our comments may change if other information is presented for this project during the state or federal permitting process that indicates it may effect historic properties.

A review of the Florida Master Site File indicates that there are no previously-recorded cultural resources within the project area (Tax Parcel ID# 211S301101010038). Based on the information provided, it is the opinion of this office that the proposed project is unlikely to affect historic properties. However, unexpected finds may occur during ground disturbing activities, and we request that the permit, if issued, should include the following special condition regarding inadvertent discoveries:

> • If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

If you have any questions, please contact Kristen Hall, Historic Sites Specialist, by email at *Kristen.Hall@dos.myflorida.com*, or by telephone at 850.245.6342 or 800.847.7278.

Sincerely,

Jason Aldridge For

Timothy A Parsons, Ph.D.
Director, Division of Historical Resources
& State Historic Preservation Officer

DATA AND ANALYSIS

Utility Services (Sanitary Sever, Solid Waste, Potable Water)

The property is currently using the existing roads. We are not using county water or sewer (ECUA); we are on septic and have a well. We have spoken with Joe Hardin, at the Health Department regarding the requirements for adding 3 manufactured homes, should the change for the new future zoning be accomplished. We are aware of several options and prepared to comply with all necessary documents and requirements for the Health Department regarding the sewer and well. Per Joe Hardin, at the Health Department, we will not be maximizing the land adding the 3 homes or adding if needed 3 septic tanks.

Stormwater Management

There will be no need for a Stormwater Management plan as the property is currently being used for residential dwellings.

Traffic

The change in the future land use will not have an affect on traffic as the land is currently and will remain residential dwelling, therefore no increase in traffic.

Recreation and Open Space

There is no need for recreation and open space since this is for single-family residential.

Schools

The proposed change in the future land use will not impact the capacity of the area schools.

The need for the Future Land Use change is because the current land use is Industrial that does not allow for residential. There is currently our home on site and we want to add an additional home so we request a change to mixed use urban land use.

Proximity to and impact on the following:

Wellheads: Please see attached wellhead map as it will show we are outside of both wellheads.

Historical: Please see attached email to the Division of Historical Resources

Natural Resources: Land is outside of wellheads, map is attached.

Consistency with the Comprehensive Plan

40 E. Hope Drive

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM.

Response: If this application is approved the proposed new Future Land Use will be consistent with existing residential use of the property. The land is currently being used as residential, as Mixed Use this would incorporate the current residential use, but would allow for retail, office, etc. The land is currently on a dead-end street and a mobile home park, though grandfathered in, is in front of the property.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development)

Response: The property is currently using the existing roads, utilities and service that are in place. We have spoken to addressing and that is a simple process as well, once this future rezoning should be approved. We have reached out to David Hill, the engineer at Gulf Power to understand what will need to be completed for this expansion, as well.

CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

Response: The County soils and wetland map did not identify wetlands on the property.

CON 1.4.1 Wellhead Protection. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas

Response: The attached maps identified wellhead protection zones in the area, but the property is outside of these protection zones.

Sec.2-7.3 Comprehensive Plan 2Future Land Use and Text Amendments

a. **General Amendment Conditions.** All amendments to the Comprehensive Plan shall demonstrate the following general conditions, allowing that where an amendment is imposed by a state or federal requirement it need only demonstrate the conditions to the greatest extent practicable under that requirement.

1. **Need and Benefit.** There is an identified land use need particular to the scope and function of the Comprehensive Plan for which an amendment is clearly warranted.

Response: To make the property being used for residential consistent with the FLU and by changing from Industrial to Mixed Use Urban will accomplish this goal.

2. **Professional practices.** The proposed amendment applies planning principles, engineering standards, and other professional practices to provide an effective and efficient remedy for the identified land use problem or need.

Response: The proposed change would apply appropriate planning principles to the land currently used as residential.

b. **FLUM amendment conditions.** In addition to the general amendment conditions, a future land use map amendment shall be based upon analyses by Florida Statute.

Analysis: The proposed amendment complies with all four conditions established by Florida Statutes, 163.3187(1), for the adoption of any small-scale comprehensive plan amendment:

a. **The parcel is a use of 10 acres or fewer.** This property is 3.09 acres which is under 10 acres for a small-scale map change.

b. The amendment is the first proposed small-scale amendment for calendar year 2019 and will not exceed the cumulative maximum of 120 acres in a calendar year per the planning department.

c. The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity.

d. The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

In the Comprehensive Plan, Chapter 7, FLU 1.3.1

FLUM Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses:

Residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture.

With just the total of 4 homes on the lot there is plenty of land for a variety of opportunities. In the future as the area continues to grow zoned as a Mixed Use this would allow an assortment of potential uses for the land and ability to meet its surroundings.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 4.19

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

√ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6-A

*Name: Katherine Caldwell Applicant

*Address: 40 E. Hope Dr. *City, State, Zip: Pensacola, FL 32534

Email Address: _____ Phone: 623.521.3598

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 21, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBERS 1101-010-038, TOTALING 3.09 (+/-) ACRES, LOCATED ON E. HOPE ST, FROM INDUSTRIAL (I) TO MIXED USE URBAN (MU-U) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and to exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2019-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 21, Township 1S, Range 30W, parcel number 1101-010-038, totaling 3.09 (+/-) acres, located on East Hope Drive, as more particularly described in the Boundary Survey description produced by Northwest Florida Land Surveying, registered land surveyor Fred R. Thompson dated 7/02/2015, attached as Exhibit A, from Industrial (I) to Mixed-Use Urban (MU-U).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

DRAFT

Section 6. Effective Date

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 21, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBERS 1101-010-038, TOTALING 3.09 (+/-) ACRES, LOCATED ON E. HOPE ST, FROM INDUSTRIAL (I) TO MIXED USE URBAN (MU-U) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and to exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

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A parcel within Section 21, Township 1S, Range 30W, parcel number 1101-010-038, totaling 3.09 (+/-) acres, located on East Hope Drive, as more particularly described in the Boundary Survey description produced by Northwest Florida Land Surveying, registered land surveyor Fred R. Thompson dated 7/02/2015, attached as Exhibit A, from Industrial (I) to Mixed-Use Urban (MU-U).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16386 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/18/2019
Issue: 9:16 a.m. - A Public Hearing Concerning the Renewal of the Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

9:16 a.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 3300 Godwin Lane, Pensacola, FL, Bellview Site Contractors, Inc.

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 3300 Godwin Lane, Pensacola, FL, owned by Bellview Site Contractors, Inc.

BACKGROUND:

On August 4, 2016, the Escambia County Board of Commissioners (BCC) authorized the issuance a recycling permit for an asphalt/concrete crushing recycling and processing facility, located at 3300 Godwin Lane, Pensacola, FL, Bellview Site Contractors, Inc. The date of issuance of the recycling permit was August 17, 2016 (PSP #160400058). This permit is attached hereto as Exhibit A.

Pursuant to the conditions of the approved Permit #PSP160400058 and the Escambia County Code of Ordinances governing renewal of such permit, the County received an application from Bellview Site Contractors requesting a Renewal Permit, prior to the expiration of the current permit. The current permit was extended, as allowed, for 180 days for Bellview Site Contractors; so that, staff can begin the renewal permitting process as requested by the applicant as applicable with County's Regulations. See Exhibit B.

Pursuant to the terms of the approved permit, the executed permit extension is set to terminate on the date that a renewal permit is approved, modified, or denied by the Escambia County Board of County Commissioners; however the extension shall not be more than 180 days. The current extension, and thus the operational permit, is scheduled to expire on July 31, 2019.

Since receiving the County Permit, the Water Quality & Land Management Division (WQLM) of the Escambia County Natural Resource Department has conducted several monitoring events for respirable dust emissions of the Bellview site to assure permit compliance with the conditions of the approved permit. From the report, it appears that there was an air quality violation on December 21, 2017, corrective measures were taken that same day and subsequent monitoring showed compliance. For the details of the report, please see Exhibit C.

As a response to the concerns from the Escambia County Board of County Commissioners, the Bellview Site Contractors has included certain Best Management Practices related to Fugitive Silica Dust as special permit conditions. The inclusion of the additional Best Management Practice will serve to further control any anticipated environmental impacts. Please see the attached Updated Fugitive Dust Management Plan. Any violations of the Best Management Practices or other permit or code provisions may result in revocation.

The request renewal permit is attached, see Attachment D.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the permit as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

EXHIBIT A - Dev Order and Original Permit

Exhibit B 180 extension

EXHIBIT C - Particulate Monitoring for Compliance Report

EXHIBIT D - Permit

Operations Plan

Aerial and Zoning Map

EXHIBIT "A"

SITE PLAN DEVELOPMENT ORDER
with Concurrency Certification

Project: Bellview Site Contractors
Location: 3300 Godwin Ln
Development Review #: PSP160400058
Exhibit A: Recycling Facility Permit
Exhibit B: Operations Plan
Property Reference #s: 25-1S-31-3301-002-001

Future Land Use: C
Zoning District: HC/LI
Flood Zone: X

PROJECT DESCRIPTION

This Development Order is to satisfy site plan and review requirements of Escambia County Ordinance (to bring a proposed recycling facility into compliance with Escambia County Land Development Code). This approved Development Order includes the County Recycling permit and Operations Plan to be reviewed and presented for approval for Bellview Site Contractors to the BCC. The project description is the development of a 6.00-acre site as a compliant recycling facility providing storage, processing and removing waste concrete and asphalt off-site as proposed by attached Exhibit B.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit**, obtained

from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

3. All specifications and requirements, expressed or implied by note or drawing, in the site development plans approved with this Development Order must be fulfilled.

4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.

6. After issuance of this Development Order, it shall be unlawful to modify, amend, or otherwise deviate from the terms and conditions without first obtaining written authorization through the Development Review Committee (DRC) departments. Approval of such modifications shall be requested in writing and obtained prior to initiating construction of any requested change. The applicable review process for the proposed modification shall be determined based on the applicant's written description of such modifications. Escambia County may require submittal of a new or revised plan and impose additional requirements and/or conditions depending upon the extent of any proposed modifications. The applicant has a continuing obligation to abide by the approved plan. Initiating construction of plan modifications without written County approval shall automatically terminate and render null and void this Development Order, and shall be subject to penalties and/or increased fees specified by the BCC.

7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

Special Project Conditions

1. **Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and it's operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

2. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee.

3. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.

4. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Bellview Site Contractors Recycling Facility** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

☑Approve The site plan has met the requirements of the DRC and is eligible for BCC approval. The applicant may proceed with the development subject to the project description and project conditions noted herein, after BCC acceptance. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.

☐Deny The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2-1.4 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Director, Development Services Department — Date: 06-29-16

Escambia County
Clerk's Original

Exhibit A

8/4/16 5:49pm PH

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Date: 8/16/2016 Verified By: K. McCord

Permittee:	**Bellview Site Contractors, Inc. Clayton Wise**
Facility Name:	**Bellview Site Contractors,**
Facility Type:	**Concrete & Asphalt Recycling Facility (only)**
File Number:	**PSP#160400058 C**
Original Date of Issue:	August 17th 2016
Renewal Date:	July 17th 2017 July 17th 2017
Expiration Date:	August 17th 2017
Development Review #:	**#PSP 160400058**
Date:	**June 29, 2016**
Total Acreage of Facility:	**6 acres +/-**
Total Area Licensed for Operation:	**6 acres +/-**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

General Permit Conditions – All Facilities - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

General Permit Conditions – All Facilities - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. **Compatibility**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. **Environmental Health**

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance

Specific Permit Conditions –Continued

and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Bellview Site Contractors, Inc. Clayton Wise, 3300 Godwin Lane, Pensacola, FL 32526 and a copy emailed to jo@bellview.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. **Leachate Controls**
Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

4. **Operational Hours**
Operational hours shall be as established by the Approved Development Order for the project.

5. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Kimberly McCord
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: M Crawford ACA
Date: 8/15/16

BCC Approved: 08-04-2016

BOCC Authorization Date: 08-04-2016

Permit Issue Date:	August 17, 2016
Permit Expiration Date:	August 17, 2017
Issuing Officer Name:	Horace Jones
Issuing Officer Title/Department:	Horace Jones, Dept. Director - Development Services
Signature: Horace Jones	**Date:** August 17, 2016

Bellview Site Contractors, Inc
3300 Godwin Lane
Pensacola, Florida 32526
850.944.5388 office 850.944.5390 fax
jo@bellviewsite.com

EXHIBIT
B

Statement of Purpose, Need and Operations Plan

Bellview Site Contractors Inc. is an existing construction company. We have been working from our office and yard located at 3300 Godwin Lane since 2008. We are a site and utility sub-contractor. Our targeted projects are small commercial sites where we work for the owner, developer or general contractor. We preform demo, earthwork, excavation, cut & fill, concrete flat work, curbing, stormwater structures and pipe, potable water, sanitary sewer and asphalt.

Bellview Site Contractors Inc. has a very unique circumstance with regards to the needing to crush concrete once a year. When we demolish existing buildings and improvements of commercial sites in order to prep for new construction we haul the concrete back to our yard and stockpile it for future recycling. Once we have enough concrete stockpiled on site we hire a Sunbelt Crushing to mobilize a portable crusher on our yard to crush the concrete. **The crushing operation typically takes six (6) to eight (8) days start to finish and is performed two (2) times a year.** There is one (1) day to mobilize and set the portable machine up, three (3) to six (6) days of actual crushing and one (1) day to break the portable machine down and demobilize.

Our office & yard is located across the street from the fairgrounds on Godwin Lane. We are significantly off the road and surrounded by vacant land and wooded areas. The nearest residential house is over 1,000 feet from our yard so the noise impact from the crushing operation will be very minimal. See attached exhibit 1, 2, 3, 4, 5 & 6.

The crusher is a portable model Lippman 4800. The permit for the machine is #7775169-002-AG held by Sunbelt Crushing. (see attached exhibit 8) A dust suppression system is built in from the factory on the portable machine on the vibrating feed just before where the concrete enters the crushing jaws. The dust suppression system runs off a standard water hose. In addition to the factory built in dust control we have 2500 gallon water truck on site to wet down material as needed and a fire hydrant on site with a meter from ECUA and a two (2) inch hose for additional watering of the stockpile.

Our typical hours of operation are Monday thru Friday from 7am to 5pm. No crushing will be done on weekends or holidays.

All crushing operations are funded solely by Bellview Site Contractors. <u>All crushed concrete material is exclusively for our use only. We do not sell material to the public nor do we sell material to other contractors.</u>

All runoff from the entire site is treated in previously completed and constructed storm water system. The existing retention pond is in good working condition and is maintained by Bellview Site Contractors. See attached exhibit 3.

Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Department Director
Development Services

EXHIBIT "B"

December 12, 2018

Mr. Clay Wise, Vice President
Bellview Site Contractors, Inc.
3300 Godwin Lane
Pensacola, FL 32526

RE: Permit #PSP160400058 – Bellview Site Contractors, Inc., Concrete & Asphalt Recycling Facility, 3300 Godwin Lane, Pensacola, FL 32526

Request to Extend Up to 180 Days

Dear Mr. Wise:

The County is in receipt of Bellview's request for renewal of its current operational permit, #PSP 160400058.

Pursuant to the terms of the permit, upon receipt of an application for renewal, the current permit will be extended up to 180 days past the expiration date of the permit while the renewal application is processed.

Based upon Bellview's request for renewal, please find enclosed an executed Permit Extension which will allow operation of the facility for up to **180 days past the current expiration date**. The current date of expiration is February 1, 2019. This permit extension will expire on the date that a renewal permit is issued or on July 31, 2019, whichever comes first. In no event, shall the permit extension be valid beyond July 31, 2019.

We are in the process of reviewing your renewal request. As previously advised, please contact the County to schedule a site inspection. Also, as advised, the permit renewal must be authorized by the Board of County Commissioners. Your application must meet all current requirements of the County's Code of Ordinances and the Land Development Code, including public notification requirements.

The renewal process is an interactive process. Additional information, documentation, payment, public notification, and completion of certain forms may be necessary. As a follow-up to our meeting, please be prepared to address, at a minimum, any concrete piles that may be visible above the fence, routine maintenance of stormwater ponds, wetlands, and other relevant matters. Also, as confirmed for you, the County has received no Code Enforcement complaints related to your current operations. If you or your client would like to schedule an additional meeting to review these requirements or need additional assistance in completing the renewal application process, please do not hesitate to call.

We look forwarding to working with you in service to the County.

Sincerely,

H. L. Jones

Horace L. Jones
Director, Development Services Department

Cc: Escambia County Waste Services
Escambia County Office of County Administrator
Escambia County Natural Resources Department

Bellview Site Contractors, Inc

3300 Godwin Lane
Pensacola, FL 32526
Phone 850 944-5388
Fax 850 944-5390

December 12, 2018

Horace L. Jones Director
Escambia County Planning & Zoning Department
Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

Ref: Permit #PSP1604000058
Facility: Bellview Site Contractors
3300 Godwin Lane
Pensacola, FL 32526
Concrete & Asphalt Recycling Facility

Dear Mr. Jones,

This letter is a request for extension of the concrete & asphalt recycling permit for Bellview Site Contractors. This permit is due to expire on February 1, 2019. Bellview Site is requesting that you extend the permit 180 days from expiration date (July 31, 2019) until we have received our renewed permit.

Please advise Bellview Site Contractors of any other paperwork that is required to renew this permit.

Thank you,

Clay Wise
Vice President
Bellview Site Contractors

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

180 Day Extension of Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Bellview Site Contractors, Inc., Clayton Wise**
Facility Name:	**Bellview Site Contractors**
Facility Type:	**Concrete & Asphalt Recycling Facility (only)**
File Number:	**PSP#160400058**
Original Date of Issue:	**August 17, 2016**
Renewal Date:	**February 1, 2019**
Original Expiration Date:	**February 1, 2019**
Development Review #:	**#PSP160400058**
Date of Authorization of Extension:	**December 12, 2018**
Total Acreage of Facility:	**6 acres +/-**
Total Area Licensed for Operation:	**6 acres +/-**
Extension Expiration Date:	**July 31, 2019**

This permit extension is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Extension Conditions – All Facilities

1. All Permit Conditions included in the Development Order and Subsequent Permit to Operate the Facility, as issued and approved by the Board of County Commissioners, commencing operations on August 4, 2016, remain in full force and effect throughout the duration of this extension.

2. The terms, conditions, requirements, limitations, and restrictions set forth in this permit extension are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

3. This permit extension is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from

the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

4. This permit extension does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

5. This permit extension does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

6. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

7. Permittee, by accepting this permit extension, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

8. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

9. In accepting this permit extension, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

10. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

11. This permit extension is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

12. This permit extension is required to be kept at the facility, which is permitted during the entire period of construction or operation.

13. Permittee shall submit all comments or correspondence required by this permit extension, specifically including all documents necessary to process and complete the permit renewal application process, to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Fl 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Extension Conditions

1. **Compatibility.**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. **Leachate Controls.**
Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall comform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

3. **Operational Hours.**
Operational hours shall be as established by the Approved Development Order for the project.

4. **Permit Renewal Process.**
Pursuant to the authorization of the Operational Permit issued April 26, 2016, the Permittee shall, in good faith, submit an application for renewal on Department forms. The Department forms shall address all requirements for operation as mandated by the Escambia County Code of Ordinances and the Escambia County Land Development Code, including public notification requirements. The Permittee shall cooperate with the Development Services Department to complete the renewal process. Any permit renewal shall require authorization by the Board of County Commissioners. The Permittee shall address, at a minimum the following: any complaints received by the facility, facility's best management practices, any proposed changes to the facility's operational plans, routine maintenance of stormwater controls, access to the facility, wetlands, and all other related issues as requested by Escambia County Natural Resources Department, Escambia County Waste Services Department, or Escambia County Development Services Department, as may be necessary for the health, safety, and welfare of the County.

5. **Expiration of Extension.**
This permit extension shall expire on the date that a renewal permit is issued or on **July 31, 2019,** whichever comes first. Notwithstanding the above, in no instance will permits be extended more than 180 days past the initial expiration date of the permit.

Extension Expiration Date:	July 31, 2019	
Issuing Officer Name:	Horace Jones	
Issuing Officer Title/Department:	Director, Development Services Department	
Signature:		**Date:** December 12, 2018

Bellview Site Contractors, Inc

3300 Godwin Lane
Pensacola, FL 32526
Phone 850 944-5388
Fax 850 944-5390

May 21, 2019

Horace L. Jones Director
Escambia County Planning & Zoning Department
Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

Ref: Permit #PSP1604000058
Facility: Bellview Site Contractors
3300 Godwin Lane
Pensacola, FL 32526
Concrete & Asphalt Recycling Facility

This letter is in reference to the renewal of our concrete crushing permit. Bellview Site Contractors is requesting renewal of permit that will expire July 31, 2019. The crusher that is used at Bellview Site for concrete crushing is a portable model Lippman 4800. The permit for the machine is #7775169-002-AG which is held by Sunbelt Crushing. A dust suppression system is built in from the factory on the portable machine on the vibrating feed just before where the concrete enters the crushing jaws. The dust suppression system runs off a standard water hose. In addition to the factory built in dust control we have a 2500 gallon water truck on site to wet down materials as needed and a fire hydrant on site with a meter from ECUA and a two inch hose for additional watering of the stockpile.

Bellview Site Contractors Fugitive Dust Management Plan entails wetting the loading area and truck track area as needed to suppress dust and reduce tracking. A sweeper termite with an on board spray system is used on our asphalt driveway area to remove any accumulation of dust sediment tracked from loading area. Stock pile area will have a mobile sprinkler on top of pile and will be used to irrigate pile as needed to keep adequate moisture in material and control dust.

Please also reference the picture provided depicting our fire hydrant, water truck, fire hose, crushing area, concrete area and also crushed concrete area.

Any questions, please contact me.

Regards,

Clay Wise
Vice President
Bellview Site Contractors Inc.



Google earth

feet 300

meters 100

EXHIBIT "C"

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Horace Jones, Department Director
Escambia County Development Services Department

THROUGH: Taylor "Chips" Kirschenfeld, Department Director / Senior Scientist
Escambia County Natural Resources Management Department

FROM: brent wipf, Manager
Escambia County Natural Resources Management Department
Water Quality & Land Management Division

DATE: June 5, 2019

RE: Bellview Site Contractors (PSP#160400058) – Particulate Monitoring for Permit Compliance

The Water Quality & Land Management Division (WQLM) of the Natural Resources Management Department has been tasked by county administration with monitoring recycling facilities for respirable dust emissions and sound intensity to assure permit compliance. Monitoring data collected by the Department indicates the Bellview Site Contractors facility located on Godwin Lane has maintained compliance with applicable county permit conditions and code requirements for respirable dust emissions and sound intensity (noise levels) with the exception of the first downwind sample collected on December 21, 2017. The facility was able to address this issue the same day. Details are provided below.

County permitted recycling facilities are required to provide written notification via email at least two business days prior to beginning any crushing activities. WQLM conducts particulate monitoring of every county permitted recycling facility upon receiving written notification, but also at a minimum of once per quarter regardless of site activity. Monitoring was expanded based on Board direction to twice per quarter starting the second quarter of 2019. In addition, WQLM collects sound intensity measurements during particulate monitoring events. Data collected is posted to the Escambia County website at www.myescambia.com/our-services/natural-resources-management/particulate-monitoring.

Particulate monitoring is conducted in accordance with Escambia County and applicable Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs). Field equipment is maintained and calibrated per manufacture's recommendations. Particulate samples are collected downwind of the facility at the property line. Results are based on the average of 60 individual one-minute samples. WQLM began collecting upwind (background) samples during all sampling events starting in November 2017. Collection of upwind samples is identical to the procedures followed for downwind samples with the exception that results for upwind samples are based on the average of 10 individual one-minute samples. Sound intensity, measured in decibels (dB), is recorded as an average over the duration of the corresponding particulate monitoring event.

Escambia County issued Bellview Site Contactors a permit on August 17, 2016 to operate a recycling facility on the 6.00-acre site located at 3300 Godwin Lane. Respirable dust monitoring ($PM_{2.5}$) was required as a special condition of the county permit. Respirable dust, which includes silica dust, emission levels shall not exceed an hourly average of 35 $\mu g/m^3$ (micrograms per cubic meter of air). This standard is consistent with the protective human health emissions standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. The maximum permissible sound level for the facility is 95 dB based on permitted use and hours of operation (LDC Chapter 5, Article 9, Section 5-9.2).

WQLM has conducted a total of 13 of the Bellview Site Contractors facility since the issuance of the county recycling permit. Three of the 13 monitoring events were conducted while the facility was actively recycling materials ("Crushing" vs. "Not Crushing"). Monitoring results as of the day of this memorandum are presented in table 1 below. Field data sheets from all monitoring events are available upon request.

Table 1: Particulates ($PM_{2.5}$) and Sound Intensity Monitoring for Bellview Site Contractors Facility

Monitoring Date	Facility Status	$PM_{2.5}$ Exceedance (> 35 $\mu g/m^3$)	$PM_{2.5}$ Downwind 60-Minute Average ($\mu g/m^3$)	$PM_{2.5}$ Upwind 10-Minute Average ($\mu g/m^3$)	Noise Level Exceedance‡ (> 95 dB)	Downwind Sound Intensity (dB)	Upwind Sound Intensity (dB)
8/22/2016	Crushing	No	23	--	No	--	--
12/7/2016	Not Crushing	No	15	--	No	--	--
3/27/2017	Not Crushing	No	8	--	No	--	--
5/3/2017	Crushing	No	7	--	No	--	--
9/25/2017	Not Crushing	No	13	--	No	55.4	--
12/21/2017	Crushing	YES / NO*	47 / 12*	12	No	64.9	66.7
1/25/2018	Not Crushing	No	8	5	No	49.7	51.8
6/26/2018	Not Crushing	No	12	12	No	48.6	47.3
9/12/2018	Not Crushing	No	8	6	No	55.3	54.8
12/26/2018	Not Crushing	No	12	12	No	55.0	57.2
1/24/2019	Not Crushing	No	11	8	No	57.0	60.7
5/30/2019	Not Crushing	No	17	14	No	46.3	45.0
6/11/2019	Not Crushing	No	25	24	No	51.5	53.6

* Two separate sampling events occurred on 12/21/2017. Initial downwind one-hour $PM_{2.5}$ average was determined to be 47 $\mu g/m^3$ as measured at the property line. 47 $\mu g/m^3$ exceeds $PM_{2.5}$ permit standard of 35 $\mu g/m^3$. Site operator was immediately notified. Site operator took corrective action(s) during one-hour upwind sampling. Post corrective action one-hour $PM_{2.5}$ average was determined to be 12 $\mu g/m^3$ as measured at the property line. Initial upwind $PM_{2.5}$ sample reflects 10-minute average. Second upwind $PM_{2.5}$ sample reflects 60-minute average. Facility was not actively recycling materials during the second 60-minute upwind sample.

‡ Noise intensity observations starting with the 9/25/2017 monitoring event were collected with a calibrated sound intensity meter. Prior observations were approximated using a smartphone application.

EXHIBIT "D"

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Renewal Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Bellview Site Contractors, Inc. - Clay Wise**
Facility Name:	**Bellview Site Contractors** (3300 Godwin Lane, Pensacola, FL 32526)
Facility Type:	**Concrete & Asphalt Recycling Facility (only)**
File Number:	**PSP#160400058**
Original Date of Issue:	**August 17, 2016**
Renewal Date:	
Expiration Date:	
Development Review #:	**PSP#160400058**
Date:	**June 29, 2016 (original date of issuance of DO)**
Total Acreage of Facility:	**6 acres+/-**
Total Area Licensed for Operation:	**6 acres+/-**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above-named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

General Permit Conditions – All Facilities – Continued

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. **Compatibility**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. **Environmental Health**
The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate

Specific Permit Conditions - Continued

ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance. and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Bellview Site Contractors, Inc. Clayton Wise, 3300 Godwin Lane, Pensacola, FL 32526 and a copy emailed to bellviewsite@bellsouth.net (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. **Best Management Practices for Track Out Dust Control.**
The Permittee shall abide by Best Management Practices, approved by the Escambia County Development Services, Solid Waste, and Natural Resources Departments, and attached hereto as Addendum A, and incorporated herein by reference, for the management of all track out dust.

4. **Leachate Controls**
Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

5. **Operational Hours**
Operational hours shall be as established by the Approved Development Order for the project.

6. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: M Crawford, AA
Date: 6/12/19

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:		
Permit Expiration Date:		
Issuing Officer Name:		
Issuing Officer Title/Department:	Horace L. Jones, Director, Development Services Department	
Signature:		**Date:**

Bellview Site Contractors, Inc.

3300 Godwin Lane
Pensacola, Florida 32526
850.944.5388 office 850.944.5390 fax
jo@bellviewsite.com

Statement of Purpose, Need and Operations Plan

Bellview Site Contractors Inc. is an existing construction company. We have been working from our office and yard located at 3300 Godwin Lane since 2008. We are a site and utility sub-contractor. Our targeted projects are small commercial sites where we work for the owner, developer or general contractor. We preform demo, earthwork, excavation, cut & fill, concrete flat work, curbing, stormwater structures and pipe, potable water, sanitary sewer and asphalt.

Bellview Site Contractors Inc. has a very unique circumstance with regards to the needing to crush concrete once a year. When we demolish existing buildings and improvements of commercial sites in order to prep for new construction we haul the concrete back to our yard and stockpile it for future recycling. Once we have enough concrete stockpiled on site we hire a Sunbelt Crushing to mobilize a portable crusher on our yard to crush the concrete. The **crushing operation typically takes six (6) to eight (8) days start to finish and is performed two (2) times a year**. There is one (1) day to mobilize and set the portable machine up, three (3) to six (6) days of actual crushing and one (1) day to break the portable machine down and demobilize.

Our office & yard is located across the street from the fairgrounds on Godwin Lane. We are significantly off the road and surrounded by vacant land and wooded areas. The nearest residential house is over 1,000 feet from our yard so the noise impact from the crushing operation will be very minimal. See attached exhibit 1, 2, 3, 4, 5 & 6.

The crusher is a portable model Lippman 4800. The permit for the machine is #7775169-002-AG held by Sunbelt Crushing. (see attached exhibit 8) A dust suppression system is built in from the factory on the portable machine on the vibrating feed just before where the concrete enters the crushing jaws. The dust suppression system runs off a standard water hose. In addition to the factory built in dust control we have 2500 gallon water truck on site to wet down material as needed and a fire hydrant on site with a meter from ECUA and a two (2) inch hose for additional watering of the stockpile.

Our typical hours of operation are Monday thru Friday from 7am to 5pm. No crushing will be done on weekends or holidays.

All crushing operations are funded solely by Bellview Site Contractors. All crushed concrete material is exclusively for our use **only**. We do **not** sell material to the public nor do we sell material to other contractors.

All runoff from the entire site is treated in previously completed and constructed storm water system. The existing retention pond is in good working condition and is maintained by Bellview Site Contractors. See attached exhibit 3.



Google earth

feet 2000
meters 600

Bellview Site

Nearest Residence

EXHIBIT 1



Google earth

feet 2000
meters 600

Bellview Site

EXHIBIT 2



Google earth

feet 200
meters 60

NOT to SCALE

Bellview Site

Existing Stormwater System

EXHIBIT 3



Bellview Site Contractors
3300 Godwin Lane

EXHIBIT 4



Google earth

feet 300
meters 100

Bellview Site Contractors
3300 Godwin Lane

EXHIBIT 5



Bellview Site Contractors
3300 Godwin Lane

EXHIBIT 6

TERMS AND CONDITIONS

Bellview Site Contractors

SimplexGrinnell®
869 Butler Drive
Mobile, AL 36693
Tel: (251)370-1900 Option 3
Fax: (251)666-7079
License number: 104557
www.simplexgrinnell.com

Flow Test Data

SimplexGrinnell Contract:	Salesperson: **John Henry Justice** **jjustice@simplexgrinnell.com** **251-370-1900 x269 Office** **850-294-6111 Cell** **251-666-7079 Fax**	Date:Monday, May 23, 2016
Customer: Bellview Site Contractors Invoice To (if different from Customer):	Job Location: 3300 Godwin Lane Pensacola, Fl 32526 Customer P.O. #	

SimplexGrinnell LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Thank you for allowing SimplexGrinnell to provide the following information per flow test done 5-23-16

SimplexGrinnell will provide labor and materials required to:

Results:

1. **63 psi static**
2. **38 psi residual**
3. **960 gpm.**
4. **3:30 pm 3-23-16**
5. **Private service hydrant on property**
6. **Single hydrant flow test Per NFPA 13**

EXHIBIT 7

Lippman # 1

Grant, Patricia

From:	Grant, Patricia
Sent:	Friday, September 07, 2012 10:25 AM
To:	'eddymac1@hotmail.com'
Cc:	Green, Justin B.; Lanh, Kris; Thornton, Douglas
Subject:	Registration ID#7775169-003(Sunbelt Crushing/ Plant #1 - Mr Edward McLeod) -Emailing: 00007280.pdf
Attachments:	00007280.pdf

This is to acknowledge that your notification of intent to use the authority of **Rule 62-210.310** to operate your facility was received on **August 3, 2012**. We have assigned **ARMS No. 7775169-003-AG** to this facility.

As you know, pursuant to Florida Statutes section 403.814, authority to operate under general permits commences thirty (30) days after receipt of the registration unless you have been notified by this office that your facility has not shown entitlement to operate pursuant to the rule provisions.

For your information, authority to operate pursuant to **Rule 62-210.310** expires after five (5) years. Therefore, a new registration must be received no later than five (5) years after the date your notice was received as indicated above.

If you have any questions or comments, please contact Douglas Thornton at 850/717-9106 or by e-mail at ~~Thornton.Douglas@dep.state.fl.us~~ or Justin Green at 850/717-9024 or by e-mail Justin.B.Green@dep.state.fl.us .

EXHIBIT 8



0 35 70 140 210 280 Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.



0 35 70 140 210 280 Feet

This map was prepared by the Development Review Division. It is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. Data not guaranteed suitable for any use other than that for which it was gathered.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16372 **Growth Management Report 12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: Action Item - Graystone Estates Phase II Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Graystone Estates Phase II Permit #19041415
That the Board take the following action concerning recording of Graystone Estates Phase 2 (a 56 lot residential subdivision), located in the Farm Hill, Cantonment Community and lying east of Nowak Road, and north of Upland Road. Owner and Developer is Northern Gulf Nowak, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;

A. Approve the final plat for recording;

B. Approve the street names “Connie Way, and Cayden Way”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and Irrevocable Letter of Credit, and a Temporary Access Easement.

BACKGROUND:

The preliminary plat and construction plans were approved on June 14, 2017. The Escambia County Public Safety Department approved the street names “Connie Way, and Cayden Way” on May 26, 2017. Development Services Department inspected the improvements and found improvements substantially complete and in accordance with applicable County Requirements. An executed 2-Year Warranty Agreement with Surety and Irrevocable Letter of Credit, a Temporary Access Easement, and a Real Estate Infrastructure Maintenance Disclosure will be recorded with the Final Plat. Staff has

reviewed the final plat and related documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. A 2 Year Warranty Agreement with Surety, Irrevocable Letter of Credit, and the Temporary Access Easement has been reviewed and approved by Kia Johnson on July 08, 2019.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

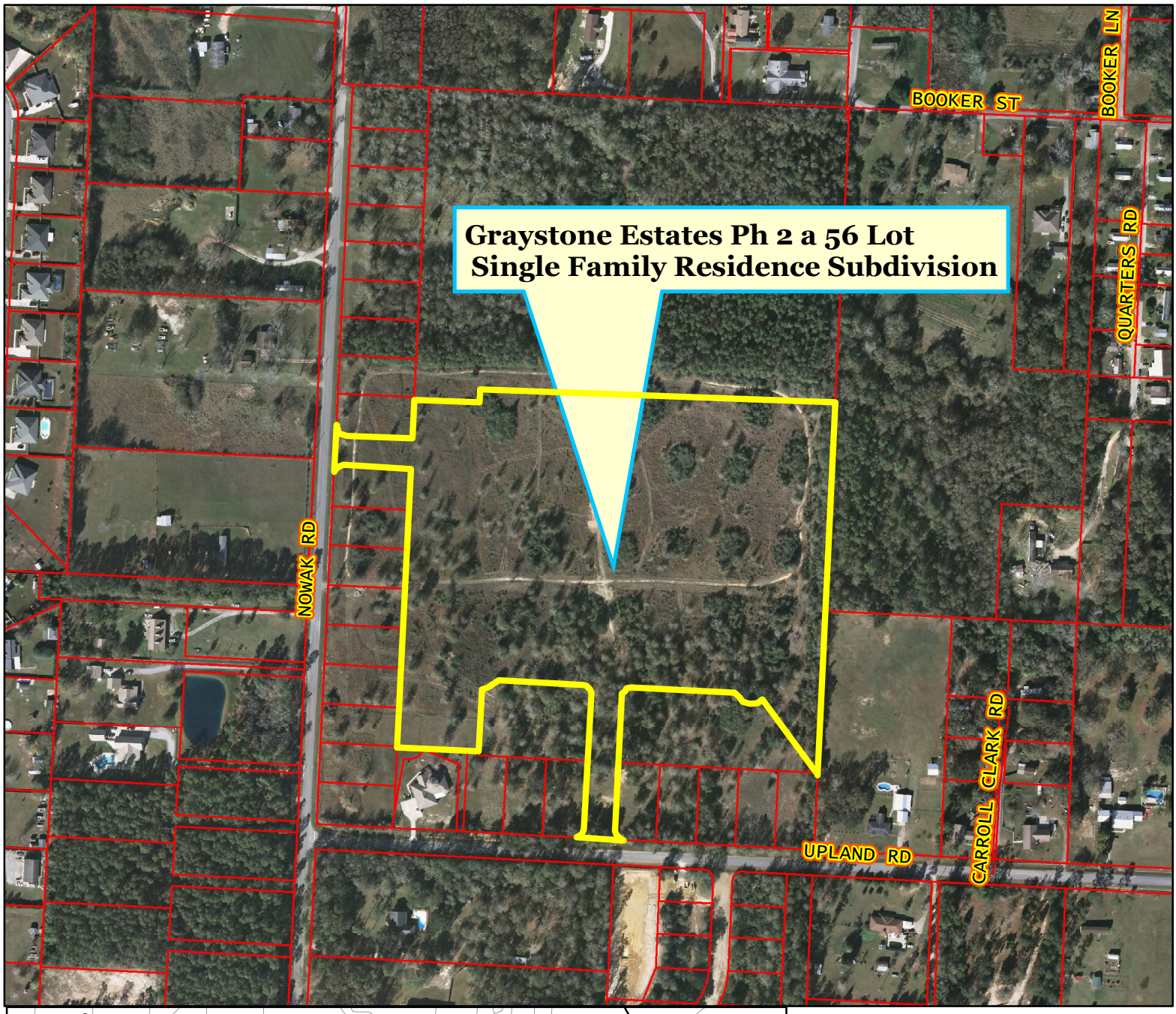
COORDINATION WITH OTHER AGENCIES/PERSONS:

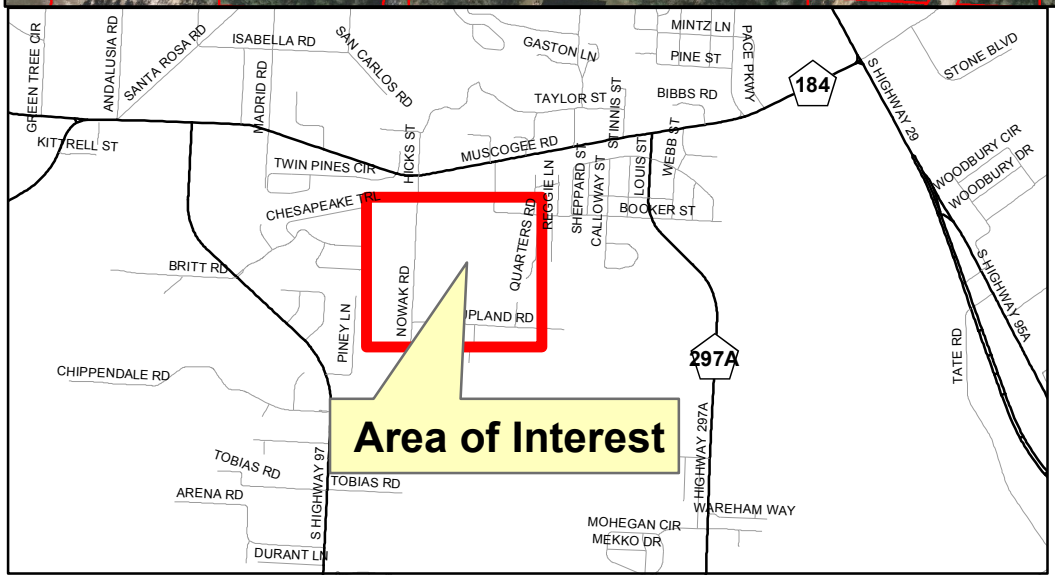
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Vicinity/Location Map
Street Name Approval Letter
Temporary Access Easement
Two Year Warranty Agreement w Surety and Irrevocable Letter of Credit
Infrastructure Maintenance Disclosure
Approved DRC Final Plat

Final Plat ~ Graystone Estates PH 2
56 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 6/28/2019

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

May 26, 2017

Street Letter Approval

The following name has been submitted for approval:

Connie Way
Cayden Way

The street is located in:

Graystone Estates Phase Two

The name was requested by:

Rebol-Battle & Associates – Civil Engineers & Surveyors

2301 N 9th Avenue, Suite 300

Pensacola, FL 32503

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

M Moring

9-1-1 Coordinator

Prepared by and upon recording return to:
Kerry Anne Schultz, Esquire
Fountain, Schultz & Bridgford, P.L.L.C.
2045 Fountain Professional Court, Suite A
Navarre, Florida 32566

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT is made the ___ day of July, 2019, by and between NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company, whose post office address is PO Box 12204, Pensacola, Florida 32501, ("Grantor"), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 ("Grantee").

WITNESSETH

WHEREAS, Grantee proposes to construct and/or maintain a drainage and access easement across real property located in Section 16, Township 1 North, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of real property, over, across, and upon which Grantee proposes to construct and maintain a temporary access easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a Temporary 464' x 103.44' Access Easement for ingress and egress purposes as depicted on Exhibit "A" attached hereto, including the maintenance of two temporary asphalt turning circles, together with all appurtenances as determined reasonable by the Grantee incident thereto in, over, under and upon the parcel of land, including but not limited to the right to enter upon the land for maintenance and repair of such two temporary asphalt turning circles and to remove any material or objects as determined reasonable by the Grantee incident thereto, which land is situated in Escambia County, Florida, and described as follows:

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

TEMPORARY INGRESS/EGRESS ACCESS EASEMENT

COMMENCE AT A PERMANENT REFERENCE MONUMENT (PRM) AT THE SOUTHEAST CORNER OF BLOCK 'A' OF GRAYSTONE ESTATES, PHASE ONE AS RECORDED IN PLAT BOOK 19, AT PAGES 46 AND 46A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02°39'05" EAST ALONG THE EAST LINE OF SAID BLOCK 'A' FOR A DISTANCE OF 85.00 FEET TO THE NORTH LINE OF THE PROPOSED GRAYSTONE ESTATES, PHASE TWO; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 87°20'55" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 172.00 FEET; THENCE PROCEED NORTH 02°39'05" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 27.87 FEET; THENCE PROCEED SOUTH 87°20'55" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 324.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°39'05" EAST FOR A DISTANCE OF 103.44 FEET; THENCE PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 464.00 FEET; THENCE PROCEED SOUTH 02°39'05" WEST FOR A DISTANCE OF 103.44 FEET TO THE AFORESAID NORTH LINE; THENCE PROCEED NORTH 87°20'55" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 464.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 1.10 ACRES MORE OR LESS.

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the temporary access easement, all trees, undergrowth and other obstructions that may interfere with the location and maintenance of the temporary access easement or any structures installed thereon by Grantee. Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in temporary access easement that may interfere with the location or maintenance of the temporary access easement or any structures installed thereon.

Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit from GRANTEE from using the easement for ingress and egress, and the Grantor hereby waives any right to compensation from the Grantee's use of the temporary access easement and an appraisal of the temporary access easement unless otherwise provided for herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Grantor:

Witness:

Print Name: Katherine E Castellani

Witness:

Print Name: Teri Hedtfred

Witness:

Print Name: Katherine E Castellani

Witness:

Print Name: Teri Hedtfred

GRANTOR:

NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company

By: _____
James D. Homyak, Member

By: _____
Ricky L. Evans, Member

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of July, 2019, by James D. Homyak, and Ricky L. Evans, as member for Northern Gulf Nowak, L.L.C., a Florida limited liability company. He is (✓) personally known to me or (____) produced _____ as identification.

[SEAL]

KATHERINE E. CASTELLANI
MY COMMISSION # GG 037402
EXPIRES: February 9, 2021
Bonded Thru Notary Public Underwriters

Notary Public Signature
Katherine E Castellani
Notary Public Printed Nam

Witnesses as to Grantee:

GRANTEE:

This Temporary Access Easement was accepted by Escambia County, Florida, on the _____ day of _____, 2019, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 7-8-19

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this ____ day of July, 2019 by Lumon J. May, as authorized by the Board of County Commissioners of Escambia County, Florida who (__) is personally well known to me, or who (__) has produced valid driver's license as identification and who did not take an oath.

[SEAL]

_____
Notary Public, State of Florida
Commission Number: _____
Commission Expires: _____

MORTGAGEE'S CONSENT AND SUBORDINATION

RICKY L. EVANS and CONNIE S. EVANS (collectively, "Lender"), the mortgagee under that certain Mortgage dated May 10, 2016, and recorded at Official Records Book 7521, Page 859 (the "Mortgage") in the records of the Office of the Clerk of the Circuit Court of Escambia County, Florida and executed by NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company, does hereby consent to the recording of this Temporary Access Easement. Furthermore, Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Amendment. Lender does hereby acknowledge and agree that this Temporary Access Easement shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Temporary Access Easement were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Lender has caused this Consent and Subordination to be executed as of the ____ day of _____, 2019.

LENDER:

RICKY L. EVANS

Connie Evans
CONNIE S. EVANS

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of July, 2019, by Ricky L. Evans. He is (✓) personally known to me or (___) produced _____ as identification.

[SEAL]

KATHERINE E. CASTELLANI
MY COMMISSION # GG 037402
EXPIRES: February 9, 2021
Bonded Thru Notary Public Underwriters

Katherine E Castellani
Notary Public Signature

Katherine E Castellani
Notary Public Printed Name

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of July, 2019, by Connie S. Evans. She is (✓) personally known to me or (___) produced _____ as identification.

[SEAL]

KATHERINE E. CASTELLANI
MY COMMISSION # GG 037402
EXPIRES: February 9, 2021
Bonded Thru Notary Public Underwriters

Katherine E Castellani
Notary Public Signature

Katherine E Castellani
Notary Public Printed Name

MORTGAGEE'S CONSENT AND SUBORDINATION

TRUSTMARK NATIONAL BANK ("Trustmark"), the mortgagee under that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated December 27, 2018, and recorded at Official Records Book 8022, Page 1121 (the "Mortgage") in the records of the Office of the Clerk of the Circuit Court of Escambia County, Florida and executed by NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company, does hereby consent to the recording of this Temporary Access Easement. Furthermore, Trustmark does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Amendment. Trustmark does hereby acknowledge and agree that this Temporary Access Easement shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Temporary Access Easement were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Trustmark has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 3 day of July, 2019.

TRUSTMARK NATIONAL BANK

By: _____

Print Name: Richard Johnson

As its: 1st Vice President

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of July, 2019, by Rick Johnson, as VP for Trustmark National Bank. She/He is (____) personally known to me or (✓) produced _____ as identification.

[SEAL]

Notary Public - State of Florida
LEIGH C. TAYLOR
MY COMMISSION # GG 90252
EXPIRES: June 3, 2021
Bonded through Western Surety Company

_____
Notary Public Signature

Leigh Taylor
Notary Public Printed Name

Exhibit "A"

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCH

PREPARED FOR: NORTHERN GULF NOWAK, L.L.C.

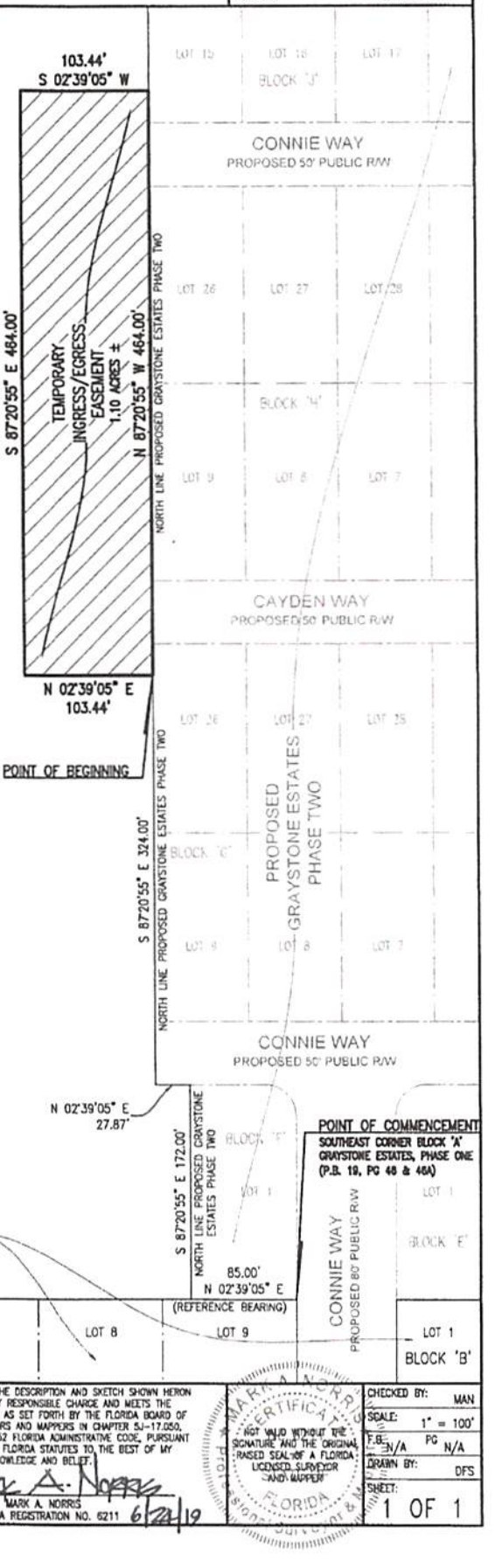
REQUESTED BY: MR. JAMED D. HOMYAK

TEMPORARY INGRESS/EGRESS EASEMENT

PROJECT:	2014.158(2)
FIELD SURVEY DATE:	N/A
SECTION:	16
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

HORIZONTAL SCALE
0 50 100 200
(IN FEET)
1 INCH = 100 FEET





DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

COMMENCE AT A PERMANENT REFERENCE MONUMENT (PRM) AT THE SOUTHEAST CORNER OF BLOCK 'A' OF GRAYSTONE ESTATES, PHASE ONE AS RECORDED IN PLAT BOOK 19, AT PAGES 46 AND 46A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02°39'05" EAST ALONG THE EAST LINE OF SAID BLOCK 'A' FOR A DISTANCE OF 85.00 FEET TO THE NORTH LINE OF THE PROPOSED GRAYSTONE ESTATES, PHASE TWO; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 87°20'55" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 172.00 FEET; THENCE PROCEED NORTH 02°39'05" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 27.87 FEET; THENCE PROCEED SOUTH 87°20'55" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 324.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 02°39'05" EAST FOR A DISTANCE OF 103.44 FEET; THENCE PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 464.00 FEET; THENCE PROCEED SOUTH 02°39'05" WEST FOR A DISTANCE OF 103.44 FEET TO THE AFORESAID NORTH LINE; THENCE PROCEED NORTH 87°20'55" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 464.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 1.10 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF NORTH 02°39'05" EAST ALONG THE EASTERLY LINE OF BLOCK 'A' OF GRAYSTONE ESTATES, PHASE ONE (PLAT BOOK 19, PAGES 46 AND 46A), DEEDS OF RECORD, AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
4. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSED ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.

LEGEND:

&	DENOTES AND
±	DENOTES MORE OR LESS
PG	DENOTES PAGE
P.B.	DENOTES PLAT BOOK
R/W	DENOTES RIGHT-OF-WAY

REVISIONS			
NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Norris

MARK A. NORRIS
FLORIDA REGISTRATION NO. 6211 6/24/19

MARK A. NORRIS CERTIFICATE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FLORIDA

CHECKED BY:	MAN
SCALE:	1" = 100'
F.B.	N/A PG N/A
DRAWN BY:	DFS
SHEET:	1 OF 1

Prepared by:
Rebol-Battle & Associates, LLC
2301 North 9th Avenue, Suite 300
Pensacola, FL 32503

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY

This Two-Year Warranty Agreement (Agreement) is entered by and between NORTHERN GULF NOWAK, LLC., a corporation organized under the laws of the State of Florida whose address is 400 Neal Road, Pensacola, FL 32533 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Graystone Estates, Phase II Development, more particularly described as follows:

See Exhibit A (Legal Description) for Graystone Estates, Phase II PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

   a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

   b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

   c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship,

then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a Letter of Credit (attached as Exhibit B) in the amount of $To-Be-Determined, which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Julie Anne Franklin

(printed name)

DEVELOPER/OWNER:

NORTHERN GULF NOWAK, LLC

WITNESS:

Lindsey Mahoney
(printed name)

By:
(signature)
James Homyak
(Name / Title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2ND day of July, 2019, by James Homyak as officer of NORTHERN GULF NOWAK, LLC He (✓) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

Julie Jane Franklin
Name of Notary (printed)

(Notary Seal)

Julie Jane Franklin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF986787
Expires 4/27/2020

WITNESS:
By: _____

Title: _____
Address: _____

By: _____

Title: _____
Address: _____

PRIME CONTRACTOR:
By: _____

Title: _____
Address: _____

_____day of_____, 20___

Escambia County, through its Board of County Commissioners
By: _____
_____, Chairman
_____day of_____, 20___

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: Kim M. Johnson, ACA
Date: 7-8-19

Exhibit A
Legal Description of Development

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES) 2014.158(2)

COMMENCE AT A CONCRETE PERMANENT REFERENCE MONUMENT (PRM) AT THE SOUTHEAST CORNER OF BLOCK 'D' OF GRAYSTONE ESTATES, PHASE ONE AS RECORDED IN PLAT BOOK 19, AT PAGE 46 & 46A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CORNER BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R/W) LINE OF UPLAND ROAD (66' PUBLIC R/W) AND THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST OF SAID COUNTY; THENCE PROCEED NORTH 02°45'23" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 200.00 FEET TO A PRM AT THE NORTHEAST CORNER OF LOT 5, BLOCK 'D' OF THE AFORESAID GRAYSTONE ESTATES PHASE ONE AND THE POINT OF BEGINNING; THENCE PROCEED ALONG THE BOUNDARY OF SAID GRAYSTONE ESTATES, PHASE ONE THE FOLLOWING COURSES: NORTH 36°58'26" WEST FOR A DISTANCE OF 237.05 FEET TO A PRM BEING A POINT ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 84°14'17" AND A CHORD BEARING AND DISTANCE OF NORTH 81°06'39" WEST, 67.07 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 73.51 FEET TO A PRM BEING A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°11'23" AND A CHORD BEARING AND DISTANCE OF NORTH 63°05'12" WEST, 20.41 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 21.03 FEET TO A PRM BEING A POINT OF TANGENCY; THENCE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 257.96 FEET TO A PRM BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM BEING THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST FOR A DISTANCE OF 347.57 FEET TO A PRM BEING A POINT OF CURVATURE OF A CIRCULAR CURVE BEING CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, BEING A PRM ON THE AFORESAID NORTH R/W LINE OF UPLAND ROAD; THENCE DEPARTING THE AFORESAID BOUNDARY PROCEED NORTH 87°10'54" WEST ALONG THE SAID NORTH R/W OF UPLAND ROAD FOR A DISTANCE OF 130.00 FEET TO A PRM AT THE INTERSECTION OF SAID NORTH R/W LINE AND THE AFORESAID BOUNDARY OF GRAYSTONE ESTATES PHASE ONE, BEING A POINT OF CURVATURE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'06" EAST, 35.36 FEET; THENCE PROCEED ALONG THE AFORESAID BOUNDARY OF GRAYSTONE ESTATES PHASE ONE THE FOLLOWING COURSES: NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM AT THE POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 347.57 FEET TO A PRM AT THE POINT OF CURVATURE OF A CIRCULAR CURVE BEING CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°10'54" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM BEING THE POINT OF TANGENCY; THENCE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 213.28 FEET TO A PRM BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°08'41" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°44'46" WEST, 20.39 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 21.01 FEET TO A PRM AND POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 36°47'04" AND A CHORD BEARING AND DISTANCE OF SOUTH 63°02'36" WEST, 31.55 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.10 FEET TO A PRM AND POINT OF

TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST FOR A DISTANCE OF 161.55 FEET TO A PRM; THENCE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 29.71 FEET TO A PRM; THENCE DEPARTING SAID BOUNDARY, CONTINUE LAST COURSE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 176.53 FEET TO A PRM ON THE AFORESAID BOUNDARY OF GRAYSTONE ESTATES PHASE ONE; THENCE PROCEED ALONG SAID BOUNDARY THE FOLLOWING COURSES: NORTH 02°39'05" EAST FOR A DISTANCE OF 725.55 FEET TO A PRM; THENCE PROCEED NORTH 87°20'55" WEST FOR A DISTANCE OF 175.00 FEET TO A PRM BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°39'05" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM BEING THE POINT OF TANGENCY ON THE EAST R/W LINE OF NOWAK ROAD (66' PUBLIC R/W); THENCE PROCEED NORTH 02°39'05" EAST ALONG SAID R/W LINE FOR A DISTANCE OF 130.00 FEET TO A PRM ON THE BOUNDARY OF THE AFORESAID GRAYSTONE ESTATES PHASE ONE AND A POINT OF CURVATURE OF A CIRCULAR CURVE BEING CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°20'55" EAST, 35.36 FEET; THENCE PROCEED ALONG THE BOUNDARY OF THE AFORESAID GRAYSTONE ESTATES PHASE ONE THE FOLLOWING COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM AND THE POINT OF TANGENCY; THENCE PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 175.00 FEET TO A PRM; THENCE PROCEED NORTH 02°39'05" EAST FOR A DISTANCE OF 85.00 FEET TO A PRM; THENCE DEPARTING SAID BOUNDARY PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 172.00 FEET TO A PRM; THENCE PROCEED NORTH 02°39'05" EAST FOR A DISTANCE OF 27.87 FEET TO A PRM; THENCE PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 920.20 FEET TO A PRM ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 16; THENCE PROCEED SOUTH 02°45'23" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 933.63 FEET TO A PRM AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 20.71 ACRES MORE OR LESS.

Exhibit A
Legal Description of Ponds

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES) 2014.158(2) PONDS

PARCEL "AA", BLOCK "C", GRAYSTONE ESTATES, PHASE ONE, A SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, AS RECORDED IN PLAT BOOK 19 AT PAGES 46 AND 46A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL "BB", BLOCK "D", GRAYSTONE ESTATES, PHASE ONE, A SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, AS RECORDED IN PLAT BOOK 19 AT PAGES 46 AND 46A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

EXHIBIT "B"

HARVESTERS
Federal Credit Union

JULY 3, 2019 IRREVOCABLE LETTER OF CREDIT NUMBER #060122
EXPIRES IN TWO YEARS FROM JULY 18, 2019 OR UPON SUCCESSFUL COMPLETION/ACCEPTANCE OF REPAIRS TO THE STORM WATER SYSTEM FOR GRAYSTONE ESTATES PHASE 2 SUBDIVISION
AMOUNT NOT TO EXCEED NINETY-TWO THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS & 34/100 ($92,133.34) TOTAL

Issuer: Harvester Federal Credit Union, 480 Highway 29 South, Cantonment, FL 32533

Beneficiary:
Escambia County
3363 West Park Place
Pensacola, FL 32505
Attn: Joy Jones

Applicant:
Northern Gulf Nowak, LLC
Ricky L. Evans
400 Neal Road
Cantonment, FL 32533

Purpose: Pond Modification

We hereby establish our irrevocable letter of credit in favor of Escambia County for NINETY-TWO THOUSAND ONE HUNDRED THIRTY-THREE United States dollars & 34/100 ($92,133.34) in the aggregate available by negotiation of your drafts at sight drawn on Harvesters Federal Credit Union. Drafts must be drawn on Harvesters Federal Credit Union and presented at the place of expiration no later than the close of business on July 18, 2021 or upon completion/acceptance of repairs to the Storm Water System.

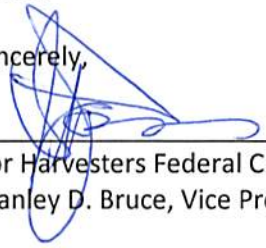
Drafts must indicate the number and date of this letter of credit stating "drawn on Harvesters Federal Credit Union under letter of credit #060122 dated July 3, 2019 for beneficiary Escambia County and must be accompanied by the following documents:

1. This original signed letter of credit;
2. A copy of the invoice(s) or account statement(s) representing the amount owed to the beneficiary by the applicant; and
3. A statement signed by an official of the beneficiary certifying that:
   a. the draft represents an unpaid past due amount owed to the beneficiary by the applicant; and
   b. the amount specified in the draft is correct to the best of said official's knowledge.

All drafts drawn and negotiated in compliance with the terms of this letter of credit shall be duly honored when presented at Harvesters Federal Credit Union, 480 Highway 29 South, Cantonment, FL 32533 on or before the close of business at that location on July 18, 2021 or upon successful completion/acceptance of repairs to the Storm Water System.

Please call the Credit Union at (850) 857-4328 if you have any questions about this Letter of Credit or its terms.

Sincerely,



For Harvesters Federal Credit Union
Stanley D. Bruce, Vice President

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Graystone Estates Phase II
Lots & Blocks All **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	Escambia County	Escambia County
Bridge(s)	N/A	N/A
Retention Pond(s)	Escambia County	Escambia County
Stormwater Conveyance or Easements (rear yard)	Escambia County	Escambia County
Easements between lots (side yard)	H.O.A.	Homeowner
Sewer Lift Station Central	N/A	N/A
Sewer System	ECUA	ECUA
Water System	Farmhill	Farmhill
Gas	N/A	N/A
Other (i.e. Clubhouse)	N/A	N/A

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by: Northern Gulf Nowak, LLC
Seller's Name
P.O. Box 12204
Address
Pensacola, FL 32591
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: Northern Gulf Nowak, LLC — Witness' Name: Julie L. Franklin

Seller's Name: _____ — Witness' Name: Lindsey Mahoney

AS TO BUYER(S):

Buyer's Name: _____ — Witness' Name: _____

Buyer's Name: _____ — Witness' Name: _____

Effective:

Page ___ of ____. You must note the total number of pages provided in this space.

PROJECT		GREYSTONE ESTATES PHASE TWO	DATE	6/27/2019
ENGINEER		REBOL-BATTLE & ASSOCIATES, LLC		
LOT	BLOCK	TYPE OF INFRASTRUCTURE	RESPONSIBLE ENTITY	OWNERSHIP
1	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
2	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
3	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
4	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
5	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
6	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
7	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
8	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
9	E	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
1	F	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
1	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
2	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
3	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
4	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
5	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
6	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
7	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
8	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
9	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
26	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
27	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
28	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
29	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
30	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
31	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
32	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
33	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
34	G	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
1	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
2	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
3	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
4	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
5	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
6	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
7	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
8	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
9	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
26	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
27	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
28	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
29	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
30	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
31	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER

32	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
33	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
34	H	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
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32	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
33	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
34	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
35	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
36	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
37	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
38	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
39	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER
40	J	LOW PRESSURE SEWER SYSTEM	HOMEOWNER	HOMEOWNER

FINAL PLAT OF GRAYSTONE ESTATES, PHASE TWO
A 56 LOT SUBDIVISION
BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
JULY, 2019

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

COMMENCE AT A CONCRETE PERMANENT REFERENCE MONUMENT (PRM) AT THE SOUTHEAST CORNER OF BLOCK 'D' OF GRAYSTONE ESTATES, PHASE ONE AS RECORDED IN PLAT BOOK 19, AT PAGE 46 & 46A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CORNER BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R/W) LINE OF UPLAND ROAD (66' PUBLIC R/W) AND THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST OF SAID COUNTY; THENCE PROCEED NORTH 02°49'23" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 200.00 FEET TO A PRM AT THE NORTHEAST CORNER OF LOT 5, BLOCK 'D' OF THE AFORESAID GRAYSTONE ESTATES PHASE ONE AND THE POINT OF BEGINNING; THENCE PROCEED ALONG THE BOUNDARY OF SAID GRAYSTONE ESTATES, PHASE ONE THE FOLLOWING COURSES: NORTH 36°58'26" WEST FOR A DISTANCE OF 237.05 FEET TO A PRM BEING A POINT ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 84°14'17" AND A CHORD BEARING AND DISTANCE OF NORTH 81°06'39" WEST, 67.07 FEET; 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LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 20.71 ACRES MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENT THAT NORTHERN GULF NOWAK, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA, (OWNER AND DEVELOPER), RICKY L. EVANS (MORTGAGEE), CONNIE S. EVANS (MORTGAGEE) AND TRUSTMARK NATIONAL BANK (MORTGAGEE), OF THE LANDS HEREIN DESCRIBED, HAS CAUSED THIS PLAT OF GRAYSTONE ESTATES, PHASE TWO TO BE MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

A. TO THE GRAYSTONE ESTATES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, PARCEL 'CC' (COMMON AREA); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

B. TO THE GRAYSTONE ESTATES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, THE 15' PRIVATE DRAINAGE AND ACCESS EASEMENTS ALONG THE REAR OF LOTS 15 THROUGH 24 BLOCK 'J'; FOR PURPOSES OF OPERATION AND MAINTENANCE.

C. TO ESCAMBIA COUNTY, ITS SUCCESSORS AND ASSIGNS, CONNIE WAY RIGHT-OF-WAY AND CAYDEN WAY RIGHT-OF-WAY; FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

D. TO ESCAMBIA COUNTY, ITS SUCCESSORS AND ASSIGNS, THE 5' DRAINAGE AND ACCESS EASEMENTS LOCATED ADJACENT TO CONNIE WAY AND CAYDEN WAY ON LOTS 1 THROUGH 6, AND LOT 34 BLOCK 'G' AND LOT 34 BLOCK 'H'; FOR PURPOSES OF OPERATION AND MAINTENANCE.

E. TO ALL UTILITY PROVIDERS, THE 5' UTILITY EASEMENTS LOCATED ADJACENT TO CONNIE WAY AND CAYDEN WAY; FOR PURPOSES OF OPERATION AND MAINTENANCE.

IN WITNESS WHEREOF, NORTHERN GULF NOWAK, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

JAMES D. HOMYAK (AUTHORIZED AGENT)
NORTHERN GULF NOWACK, L.L.C.

WITNESS 1:

WITNESS 2:

RICKY L. EVANS (MORTGAGEE)

CONNIE S. EVANS (MORTGAGEE)

WITNESS 1:

AUTHORIZED AGENT:
TRUSTMARK NATIONAL BANK (MORTGAGEE)

WITNESS 1:

NOTARY PUBLIC: (OWNER AND DEVELOPER)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED JAMES D. HOMYAK, AUTHORIZED AGENT FOR NORTHERN GULF NOWACK, LLC., KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

SIGNATURE

PRINT NAME

COMMISSION NO._____

MY COMMISSION EXPIRES:_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

NOTARY PUBLIC: (MORTGAGEE)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED RICKY L. EVANS, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

SIGNATURE

PRINT NAME

COMMISSION NO._____

MY COMMISSION EXPIRES:_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

NOTARY PUBLIC: (MORTGAGEE)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED CONNIE S. EVANS, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

SIGNATURE

PRINT NAME

COMMISSION NO._____

MY COMMISSION EXPIRES:_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

NOTARY PUBLIC: (MORTGAGEE)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____, AUTHORIZED AGENT OF TRUSTMARK NATIONAL BANK, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

SIGNATURE

PRINT NAME

COMMISSION NO._____

MY COMMISSION EXPIRES:_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

STATE PLANE COORDINATES
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING	EASTING	LATITUDE (NORTH)	LONGITUDE (WEST)	SCALE FACTOR	CONVERGENCE ANGLE	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
GPS No. 1	592635.9087	1074867.4063	N030° 35' 56.2276"	W087° 20' 26.0161"	0.99997672	-001° 25' 38.84"	134.84'	0.99999790	0.99997462
GPS No. 2	592701.5459	1073778.7874	N030° 35' 56.6085"	W087° 20' 38.4870"	0.99997673	-001° 25' 45.10"	133.21'	0.99997673	0.99997471
GPS No. 3	593591.1466	1073819.9828	N030° 36' 05.4211"	W087° 20' 38.2696"	0.99997705	-001° 25' 45.00"	149.47'	0.99997705	0.99997425

LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.

FORMULA TO CONVERT GRID DISTANCE TO GROUND DISTANCE: DIVIDE THE GRID DISTANCE BY THE MCSF

FORMULA TO CONVERT GROUND DISTANCE TO GRID DISTANCE: MULTIPLY THE GROUND DISTANCE BY THE MCSF

MEAN COMBINED SCALE FACTOR (MCSF) = $\frac{CSF_1 + CSF_2}{2}$ GROUND DISTANCE = $\frac{GRID\ DISTANCE}{MCSF}$ GRID DISTANCE = GROUND DISTANCE x MCSF

CIVIL ENGINEER
PAUL A. BATTLE P.E. NO. 53126
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

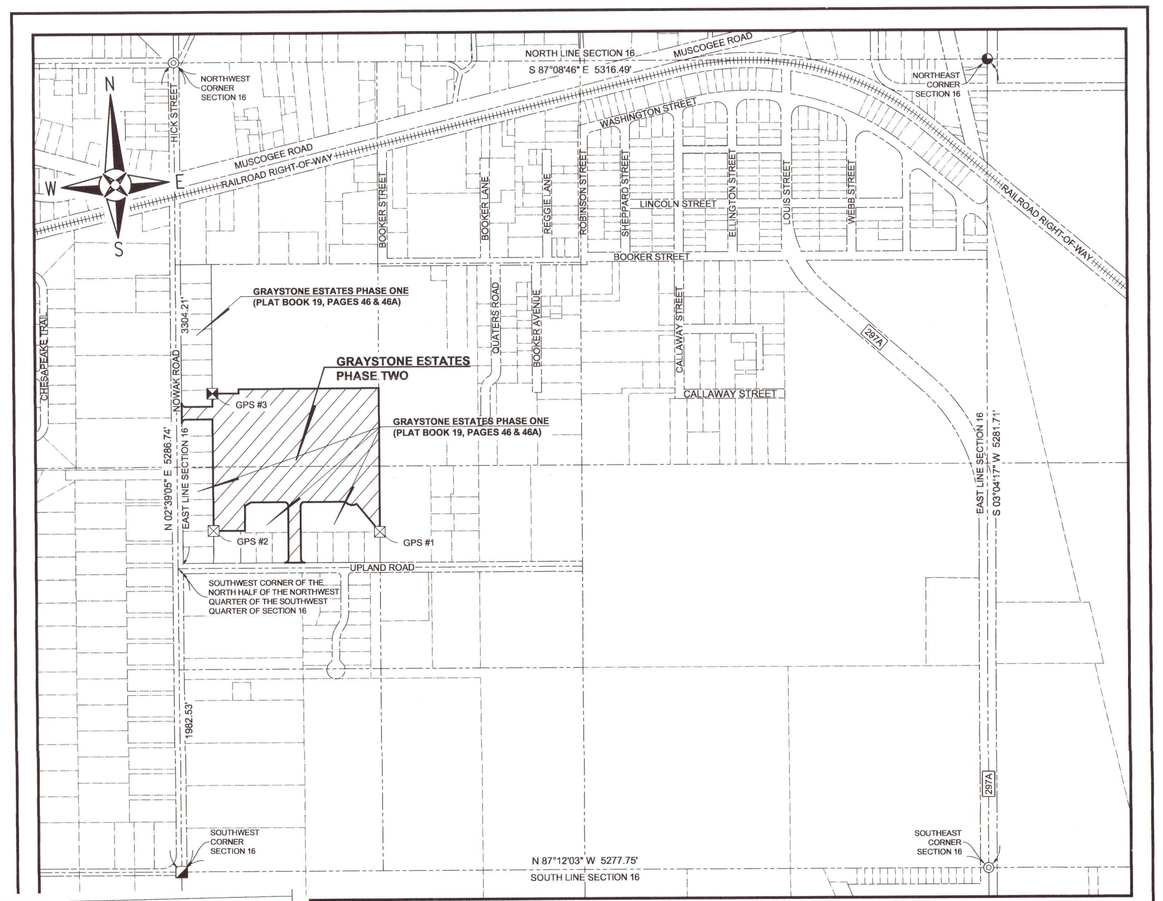
OWNER AND DEVELOPER
NORTHERN GULF NOWAK, LLC
POST OFFICE BOX 12204
PENSACOLA, FLORIDA 32591

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No.6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

PREPARED BY

RBA

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone (850) 438-0400
Fax (850) 438-0448
EB 00009657 LB7916



VICINITY MAP
SCALE: 1" = 700'

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature
Printed Name: Amy Lovoy
Planning Services Director Designee
7-16-19
Date

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility for the design. Approval by the Development Review Process does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

SITE INFORMATION

PROPERTY ZONING:	LDR
FUTURE LAND USE:	MU-S
PROPERTY REFERENCE No'S:	16-1N-31-2301-000-000; 16-1N-31-2301-000-001; AND 16-1N-31-2301-000-004
PROPERTY AREA:	20.71 ACRES (UPLANDS)
FLOOD MAP:	ZONE "X", MAP No.12033C0280G, DATED 09-29-06
REQUIRED BUILDING SETBACKS:	FRONT YARD - 25 FEET SIDE YARD - 25 FEET REAR YARD - 10% OF LOT WIDTH MINIMUM 5 FEET MAXIMUM 15 FEET
No. OF PROPOSED LOTS	56

SHEET INDEX

SHEET 1 SITE INFORMATION, DESCRIPTION, GENERAL NOTES, AND DEDICATION
SHEET 2 FINAL PLAT, LEGEND, CURVE & LINE TABLES

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON ARE REFERENCED TO THE PLAT BEARING OF SOUTH 02°39'05" WEST ALONG THE WEST LINE OF GRAYSTONE ESTATES PHASE ONE AS RECORDED IN PLAT BOOK 19, AT PAGE 46 & 46A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, COPY OF ESCAMBIA COUNTY PROPERTY APPRAISER MAP OF SECTION 16, TOWNSHIP-1-NORTH, RANGE-31-WEST (SHEET 1 & 2 OF 2); PREVIOUS SURVEY BY THIS FIRM (PROJECT NO. 2014.158; DATED 7-6-2016) PREVIOUS SURVEYS OF PORTIONS OF THE SUBJECT PROPERTY BY THOMAS F. BENSON, CIVIL ENGINEER & SURVEYOR (JOB NUMBER 86-08-025, DATED 9-2-86), JOHNSON SURVEYING AND MAPPING (PROJECT NUMBER J011.01, DATED 2-22-01); COPIES OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD DOCUMENTS OF RECORD; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0280G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. A PLAT LETTER WAS FURNISHED AND USED IN THE PREPARATION OF THIS PLAT, ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY; ANTIC FILE #: 19005223; DATED: APRIL 18, 2019.
5. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
6. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO SERVE AS EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.
8. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ALL UTILITIES AS PROVIDED BY GULF POWER COMPANY, ENERGY SERVICES OF PENSACOLA, EMERALD COAST UTILITIES AUTHORITY, BELLSOUTH, COX COMMUNICATIONS OR OTHER APPLICABLE UTILITY COMPANIES SERVICING THIS AREA AND ALL SUCCESSORS AND ASSIGNS OF THE AFOREMENTIONED UTILITY PROVIDERS.
9. ALL LANDSCAPING, FENCING, RETAINING WALLS OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PRIVATE DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH SAID DRAINAGE EASEMENTS.
10. AS PER THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, DSM 2-1.3(D) SIGHT TRIANGLE REQUIREMENTS:
    - AT A MINIMUM, A SITE TRIANGLE SHALL BE PROVIDED 35' FROM EDGE OF PAVEMENT TO 35' EDGE OF PROPOSED ROAD OR DRIVEWAY.
13. ALL LOT LINES ARE RADIAL UNLESS NOTED AS NON-RADIAL (NR).
14. THERE ARE 10 FOOT PRIVATE DRAINAGE EASEMENTS ALONG EACH LOT PROPERTY LINE, BEING 5 FOOT ON EACH LOT. FENCES OR OTHER STRUCTURES INSTALLED IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
15. NO SIGN IS PROPOSED FOR THIS SUBDIVISION.
16. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN DRAINAGE/ACCESS EASEMENTS (PUBLIC OR PRIVATE). THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIME.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF THE COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2019, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE _____, DAY OF _____, 2019, AND FILED IN PLAT BOOK _____, AT PAGES _____, OF SAID COUNTY.

SEAL

PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA.

SIGNED THIS_____ DAY OF_____, 2019.

SEAL

JOSEPH E. BARRETT, PROFESSIONAL SURVEYOR AND MAPPER
FOR ESCAMBIA COUNTY, FLORIDA
STATE OF FLORIDA REGISTRATION No.6260

ENGINEER'S CERTIFICATE:

I, PAUL A. BATTLE, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR GRAYSTONE ESTATES PHASE TWO, AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

SIGNED THIS_____ DAY OF_____, 2019.

SEAL

PAUL A. BATTLE, PROFESSIONAL ENGINEER
STATE OF FLORIDA P.E. LICENSE No. 53126

CERTIFICATE OF ATTORNEY:

I, KERRY ANNE SCHULTZ, AS MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS_____ DAY OF_____, 2019.

KERRY ANNE SCHULTZ, ESQUIRE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED THIS 10TH DAY OF July, 2019.

MARK A. NORRIS, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No.6211 LB No.7916
REBOL-BATTLE & ASSOCIATES
2301 NORTH NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503

MARK A. NORRIS
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
Florida Surveyor & Mapper

SHEET 1 OF 2 SHEETS

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____

FINAL PLAT OF GRAYSTONE ESTATES, PHASE TWO

A 56 LOT SUBDIVISION

BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

JULY, 2019

CIVIL ENGINEER
PAUL A. BATTLE P.E. NO. 53126
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No.6211
REBOL-BATTLE & ASSOCIATES
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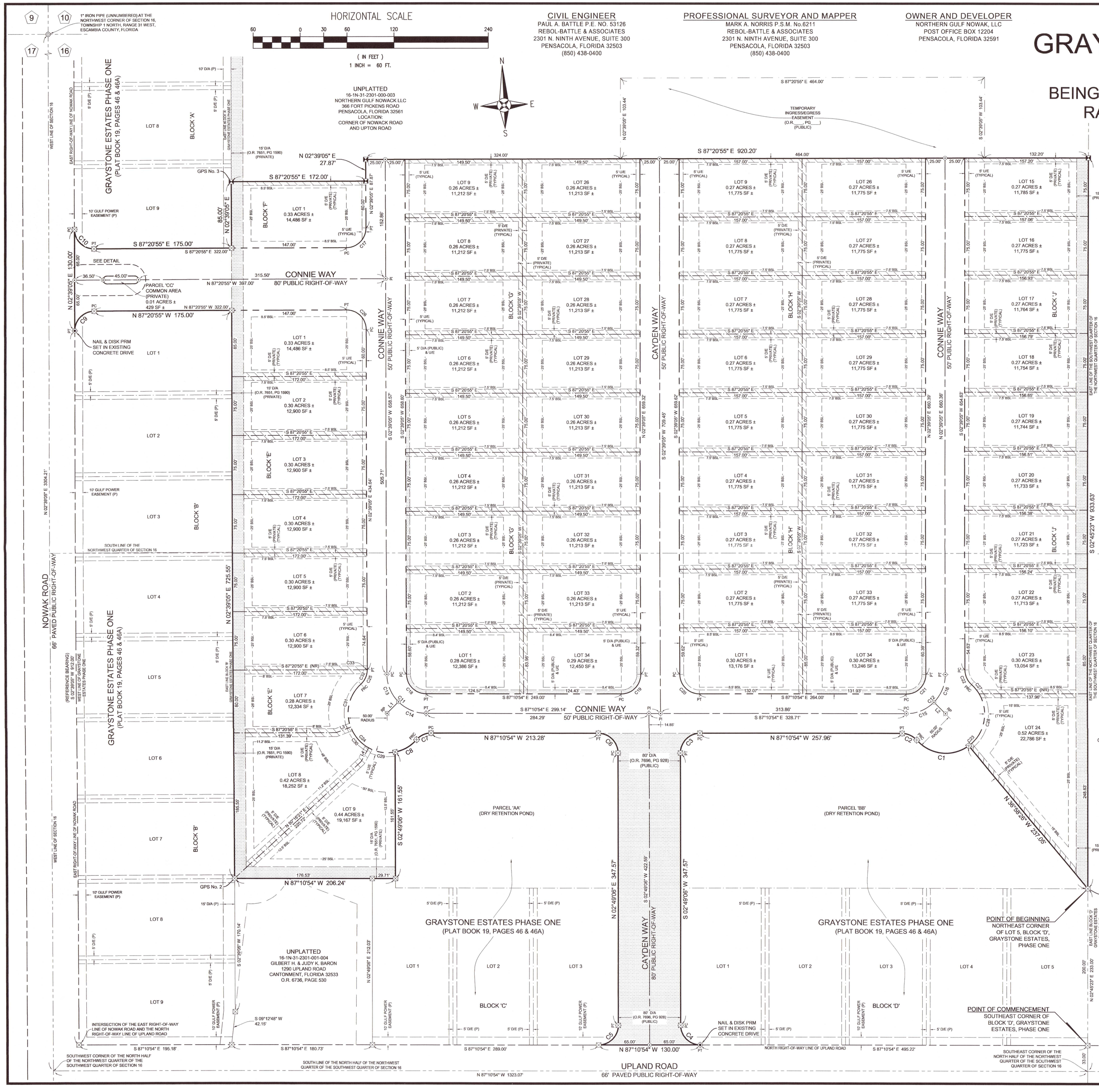
PENSACOLA, FLORIDA 32503
(850) 438-0400

OWNER AND DEVELOPER
NORTHERN GULF NOWAK, LLC
POST OFFICE BOX 12204
PENSACOLA, FLORIDA 32591

HORIZONTAL SCALE
60 0 30 60 120 240
(IN FEET)
1 INCH = 60 FT.



BUILDING SETBACK REQUIREMENTS:

FRONT YARD:	25 FEET
SIDE YARD:	10% OF THE LOT WIDTH MINIMUM 5 FEET MAXIMUM 15 FEET
REAR YARD:	25 FEET

CENTERLINE LINE TABLE

LINE No.	BEARING	LENGTH
L1	N 47°44'46" E	20.61'
L2	N 42°15'08" W	20.83'

LOT LINE TABLE

LINE No.	BEARING	LENGTH
L3	N 72°12'50" E	20.00'
L4	N 31°39'08" E	20.00'

BOUNDARY CURVE TABLE

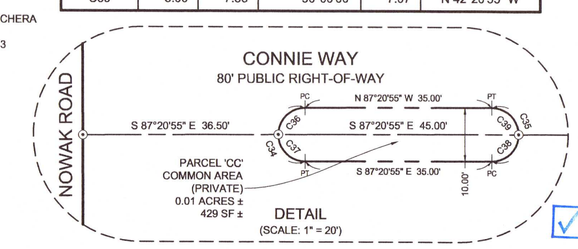
CURVE No.	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD BEARING
C1	50.00'	73.51'	84°14'17"	67.07'	N 81°06'39" W
C2	25.00'	21.03'	48°11'23"	20.41'	N 63°05'12" W
C3	25.00'	39.27'	90°00'00"	35.36'	S 47°49'06" W
C4	25.00'	39.27'	90°00'00"	35.36'	S 42°10'54" E
C5	25.00'	39.27'	90°00'00"	35.36'	N 47°49'06" E
C6	25.00'	39.27'	90°00'00"	35.36'	N 42°10'54" W
C7	25.00'	21.01'	48°08'41"	20.39'	S 68°44'46" W
C8	50.00'	32.10'	36°47'04"	31.55'	S 63°02'36" W
C9	25.00'	39.27'	90°00'00"	35.36'	S 47°39'05" W
C10	25.00'	39.27'	90°00'00"	35.36'	S 42°20'55" E

CENTERLINE CURVE TABLE

CURVE No.	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD BEARING
C11	50.00'	78.39'	89°49'58"	70.61'	S 42°15'54" E
C12	50.00'	78.69'	90°10'02"	70.81'	N 47°44'06" E
C13	50.00'	39.20'	44°54'59"	38.20'	S 19°48'25" E
C14	50.00'	39.20'	44°54'59"	38.20'	S 64°43'24" E
C15	50.00'	39.34'	45°05'01"	38.34'	N 70°16'36" E
C16	50.00'	39.34'	45°05'01"	38.34'	N 25°11'35" E

LOT CURVE TABLE

CURVE No.	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD BEARING
C17	25.00'	39.27'	90°00'00"	35.36'	N 47°39'05" E
C18	25.00'	39.20'	89°49'58"	35.30'	S 42°15'54" E
C19	25.00'	39.34'	90°10'02"	35.41'	N 47°44'06" E
C20	25.00'	39.20'	89°49'58"	35.30'	S 42°15'54" E
C21	25.00'	39.34'	90°10'02"	35.41'	N 47°44'06" E
C22	25.00'	21.03'	48°11'23"	20.41'	S 21°26'37" E
C23	50.00'	162.79'	186°32'47"	99.84'	S 47°44'06" W
C24	50.00'	162.49'	186°12'17"	99.85'	N 42°14'50" W
C25	25.00'	21.03'	48°12'13"	20.42'	N 26°45'11" E
C26	25.00'	39.27'	90°00'00"	35.36'	N 42°20'55" W
C27	50.00'	15.26'	17°29'02"	15.20'	S 36°47'47" E
C28	50.00'	74.02'	84°49'29"	67.45'	S 14°21'28" W
C29	50.00'	35.10'	40°13'06"	34.38'	N 78°27'23" W
C30	50.00'	35.40'	40°33'41"	34.66'	N 38°04'01" W
C31	50.00'	59.90'	68°38'29"	56.38'	N 16°32'04" E
C32	25.00'	20.68'	47°23'09"	20.09'	N 27°09'44" E
C33	25.00'	0.36'	0°49'04"	0.36'	N 03°03'37" E
C34	5.00'	15.71'	180°00'00"	10.00'	S 02°39'05" W
C35	5.00'	15.71'	180°00'00"	10.00'	N 02°39'05" E
C36	5.00'	7.85'	90°00'00"	7.07'	S 47°39'05" W
C37	5.00'	7.85'	90°00'00"	7.07'	S 42°20'55" E
C38	5.00'	7.85'	90°00'00"	7.07'	N 47°39'05" E
C39	5.00'	7.85'	90°00'00"	7.07'	N 42°20'55" W



LEGEND:

■	SET 4"x4" CONCRETE PRM (No. LB 7916)	FT.	DENOTES FEET
●	SET PRM NAIL & DISK (No. LB 7916)	GPS	DENOTES GLOBAL POSITIONING SYSTEM
⊙	SET PCP NAIL & DISK (No. LB 7916)	INC.	DENOTES INCORPORATED
⊠	FOUND 4"x4" CONCRETE PRM (No. LB 7916)	L1	DENOTES LINE NUMBER (SEE LINE TABLE)
◪	FOUND 6"x6" CONCRETE MONUMENT (UNNUMBERED)	LB	DENOTES LICENSE BUSINESS
◎	FOUND 1/2" DIA CIR (No. LB 5487)	±	DENOTES MORE OR LESS
◕	FOUND 1" IRON PIPE (UNNUMBERED)	NR	DENOTES NON-RADIAL
ϟ	DENOTES LINE SHOWN NOT TO SCALE	No.	DENOTES NUMBER
(16)	DENOTES SECTION NUMBER	O.R.	DENOTES OFFICIAL RECORDS BOOK
	DENOTES DRAINAGE AND ACCESS EASEMENT	PG	DENOTES PAGE
	DENOTES DRAINAGE EASEMENT	PC	DENOTES POINT OF CURVATURE
&	DENOTES AND	PI	DENOTES POINT OF INTERSECTION
ACOE	DENOTES ARMY CORPS OF ENGINEERS	PRC	DENOTES POINT OF REVERSE CURVATURE
BSL	DENOTES BUILDING SET BACK LINE	PT	DENOTES POINT OF TANGENCY
C1	DENOTES CURVE NUMBER (SEE CURVE TABLE)	PCP	DENOTES PERMANENT CONTROL POINT
CIR	DENOTES CAPPED IRON ROD	PRM	DENOTES PERMANENT REFERENCE MONUMENT
DIA	DENOTES DIAMETER	(P)	DENOTES PLAT INFORMATION
D/A	DENOTES DRAINAGE AND ACCESS EASEMENT	RP	DENOTES RADIUS POINT
D/E	DENOTES DRAINAGE EASEMENT	SF	DENOTES SQUARE FEET
ECUA	DENOTES EMERALD COAST UTILITY AUTHORITY	U/E	DENOTES UTILITY EASEMENT

APPROVED

SHEET 2 OF 2 SHEETS

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16383 **Growth Management Report 12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: Action Item - Sonoma Ridge Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Sonoma Ridge Permit #19051806
That the Board take the following action concerning recording of Sonoma Ridge, a Planned Unit Development (being a 73 lot residential subdivision), located in the Beulah Community and lying west off Beulah Road and south of Frank Feeder Road. Owner and Developer is Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia County Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;

A. Approve the final plat for recording;

B. Approve the street names “Sonoma Lane, Tuscan Court and Roseland Court”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted on the final plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management MSBU (Municipal Services Benefit Unit); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage Improvements and a Conservation Easement.

ADDITIONAL BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER

BACKGROUND:

The preliminary plat was approved on March 7, 2018. The construction plans were approved on March 19, 2018. The Escambia County Public Safety Department approved the street names “Sonoma Lane, Tuscan Court and Roseland Court” on February 15, 2018. Development Services Department inspected the improvements on July 09, 2019 and found improvements substantially complete and in accordance with applicable County Requirements. An executed 2-Year Warranty Agreement without

Surety, Conservation Easement and a Real Estate Infrastructure Maintenance Disclosure will be recorded with the Final Plat. Staff has reviewed the final plat and related documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. A 2 Year Warranty Agreement without Surety, and a Conservation Easements has been reviewed and approved by Kia Johnson on July 08, 2019.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

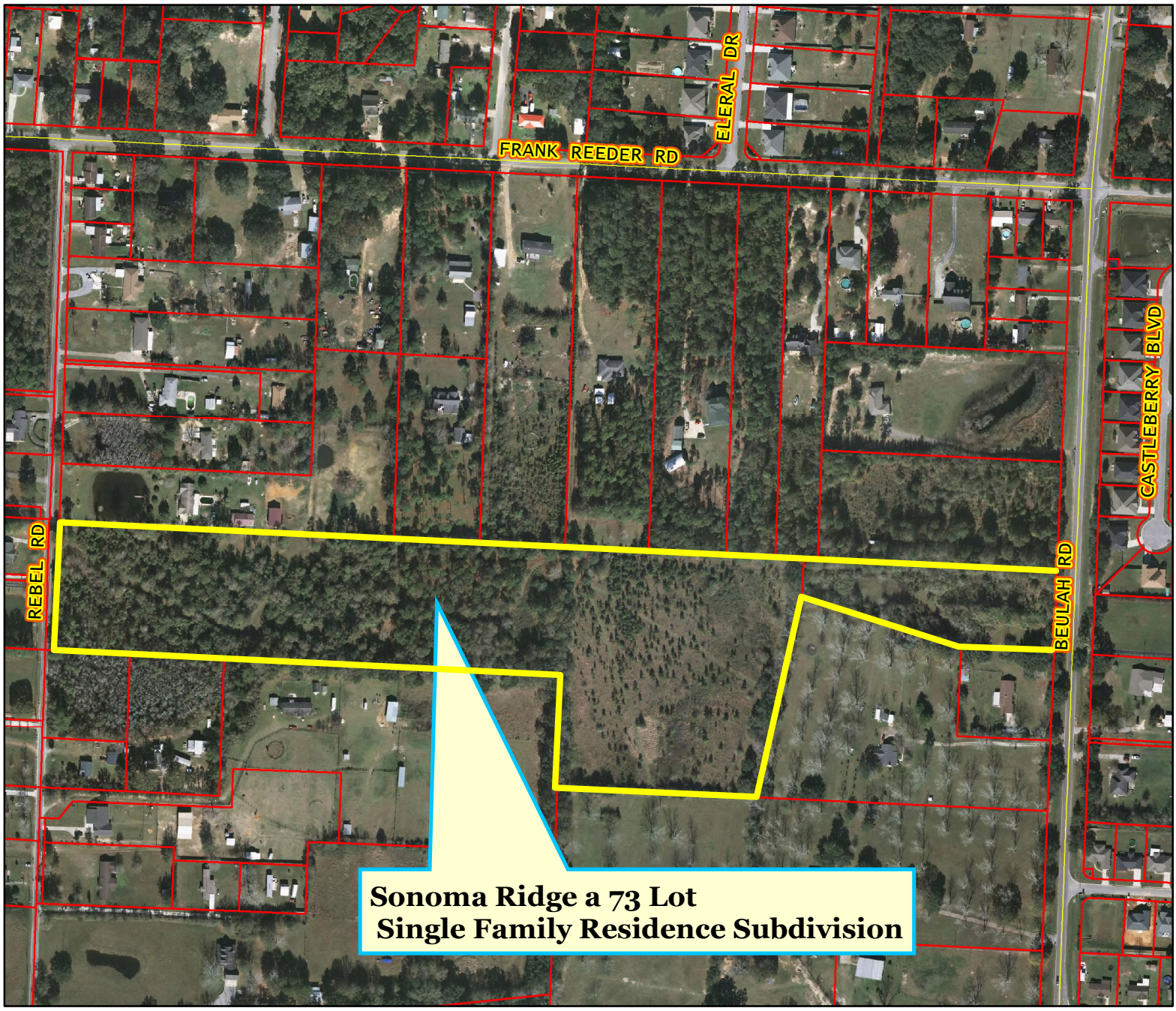
COORDINATION WITH OTHER AGENCIES/PERSONS:

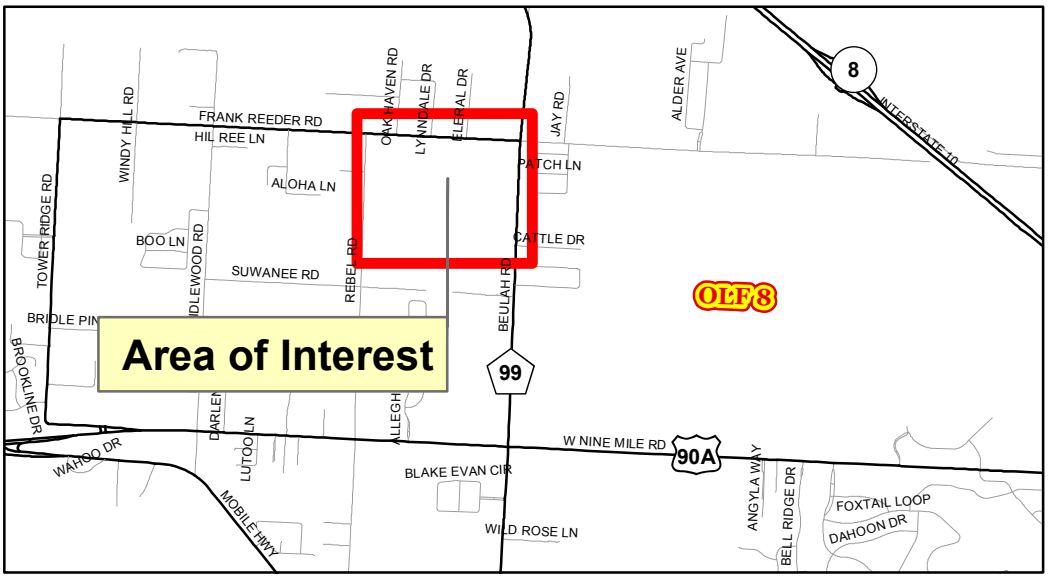
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Vicinity/Location Map
Street Name Approval Letter
Conservation Easement
Two Year Warranty Agreement

Final Plat ~ Sonoma Ridge
73 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 6/28/2019

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

February 15, 2018

Street Name Approval Letter

The following names have been submitted for approval:

Sonoma Lane
Tuscan Court
Roseland Court

The streets are located in:

Sonoma Ridge

The name was requested by:

Dewberry / Preble-Rish
850-435-7424

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by:

Mullins, LLC
41 N. Jefferson St, Ste 106
Pensacola, FL 32502

CONSERVATION EASEMENT
(Limited Liability Company)

THIS GRANT OF A CONSERVATION EASEMENT made this_____day of _____, 2019, by and between Breland Homes Coastal, LLC, a limited liability company organized under the laws of the State of Delaware, whose mailing address is 2101 W. Clinton Ave, Suite 201, Huntsville, AL 35805 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal descriptions attached as Exhibit A. This easement is

granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.

2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation Easement.

3. The following activities are prohibited on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs, or other vegetation, with the exception of nuisance and exotic plant species as may be required by Grantee.

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e) Surface use except for purposes that permit wetlands or water areas to remain predominantly in their natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g) Acts or uses detrimental to such retention of land or water areas.

h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Witness_____
Print Name CHAD B. PULLUM

BRELAND HOMES COASTAL, LLC,
a Delaware limited liability company

Witness_____
Print Name Cheryl Adkins

By: _____
Louis W. Breland, its Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19 day of June, 20 19, by Louis W. Breland, as Manager of Breland Homes Coastal, LLC, a Delaware limited liability company, on behalf of the company. He/she (X) is personally known to me, or (___) produced a current Alabama driver's license as identification.

(NOTARY SEAL)

PATRICIA ACKER
MY COMMISSION EXPIRES
APRIL 10, 2022
NOTARY PUBLIC
STATE OF ALABAMA

Patricia Acker
Signature of Notary Public

PATRICIA ACKER
Printed Name of Notary Public

ACCEPTANCE

This Conservation Easement accepted by Escambia County, Florida on the____day of _____, 20___, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the____day of_____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Chairman

Lumon J. May

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kim M. Jobe
Date: 7-8-19

"Exhibit A"

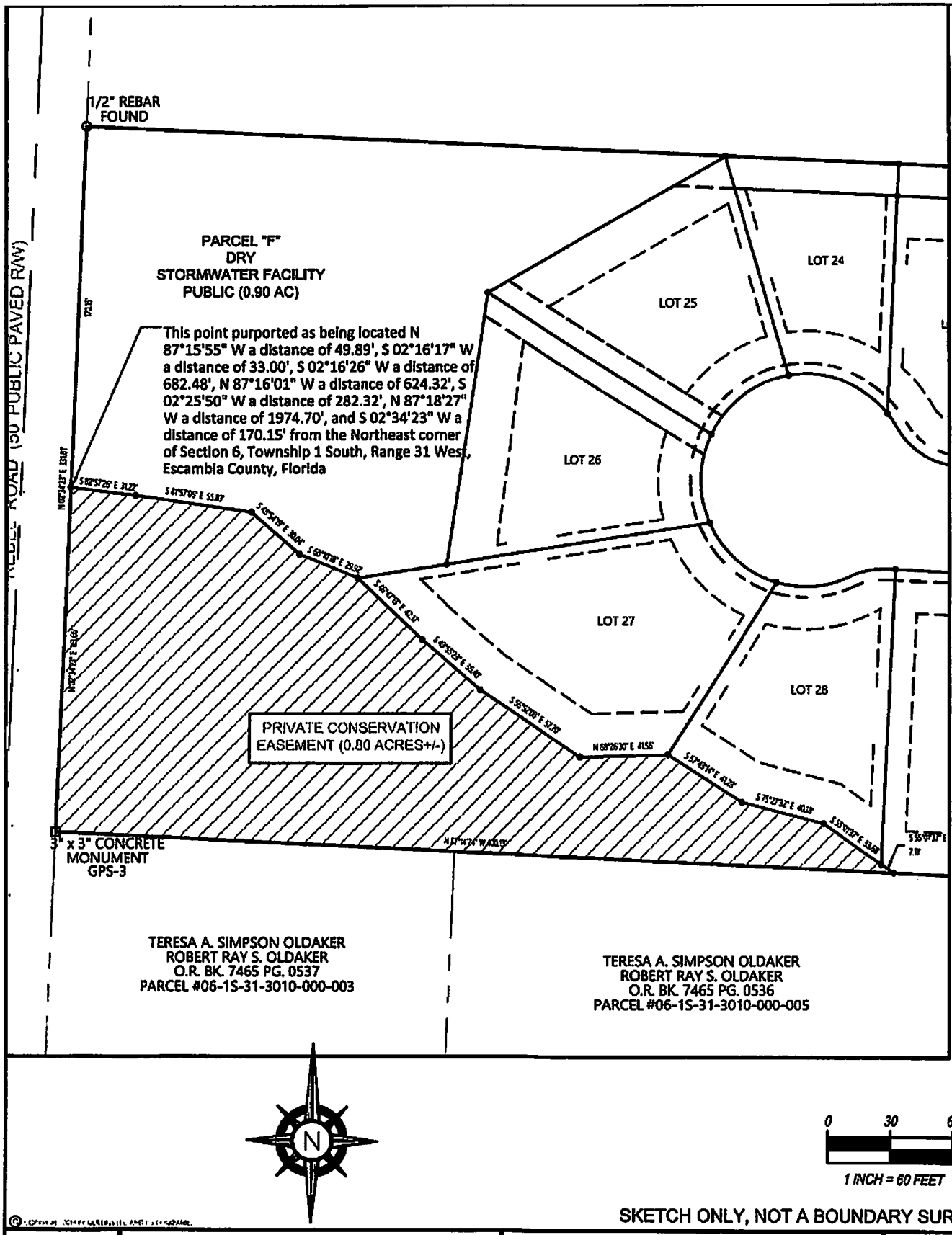
Parcel "B"
Wetlands/Uplands
Private-H.O.A.
(1.01 Acres +/-)

Legal Descriptions prepared by Brandon Bailey PSM 6978:

Commencing at a point purported as being the Northeast corner of Section 6, Township 1 South, Range 31 West, Escambia County, Florida; thence N 87°15'55" W a distance of 49.89';
thence S 02°16'17" W a distance of 33.00'; thence S 02°16'26" W a distance of 682.48';
thence N 87°16'01" W a distance of 138.60' to the Point of Beginning of the herein described Conservation Easement; Thence from the Point of Beginning S 28°11'28" W a distance of 40.62';
thence S 12°26'37" W a distance of 44.35'; thence S 65°48'14" W a distance of 34.56';
thence S 32°17'17" W a distance of 33.30'; thence S 37°50'13" W a distance of 34.71';
thence S 24°58'02" W a distance of 37.85'; thence S 78°17'55" W a distance of 19.00';
thence S 78°30'06" W a distance of 23.96'; thence N 66°56'11" W a distance of 21.78';
thence S 84°33'38" W a distance of 16.51'; thence S 84°33'38" W a distance of 45.42';
thence N 46°40'48" W a distance of 19.88'; thence N 21°46'00" W a distance of 40.69';
thence N 04°09'48" W a distance of 35.29'; thence N 56°04'42" W a distance of 69.82';
thence N 43°11'34" E a distance of 104.03'; thence S 87°16'01" E a distance of 258.25' to the Point of Beginning, containing 1.01 acres, more or less.

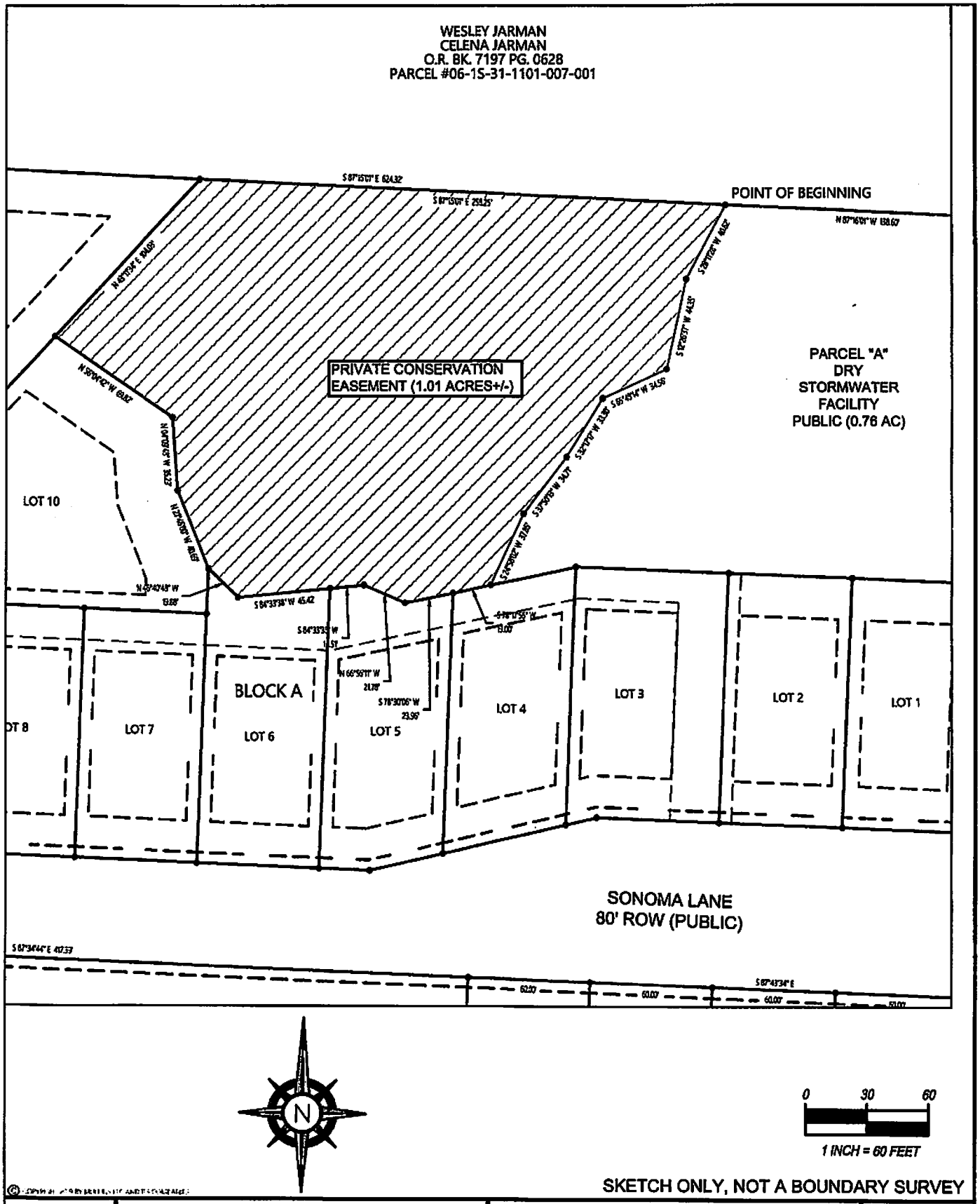
Parcel "G"
Wetlands/Uplands
Private-H.O.A.
(0.80 Acres +/-)

Commencing at a point purported as being the Northeast corner of Section 6, Township 1 South, Range 31 West, Escambia County, Florida; thence N 87°15'55" W a distance of 49.89';
thence S 02°16'17" W a distance of 33.00'; thence S 02°16'26" W a distance of 682.48';
thence N 87°16'01" W a distance of 624.32'; thence S 02°25'50" W a distance of 282.32';
thence N 87°18'27" W a distance of 1974.70';thence S 02°34'23" W a distance of 170.15' to the Point of Beginning of the herein described Conservation Easement; thence from the Point of Beginning S 82°57'26" E a distance of 31.22'; thence S 81°57'06" E a distance of 55.89';
thence S 48°54'19" E a distance of 30.04'; thence S 68°10'18" E a distance of 29.92';
thence S 46°47'13" E a distance of 42.17'; thence S 49°55'23" E a distance of 36.40';
thence S 56°52'00" E a distance of 57.70'; thence N 88°26'30" E a distance of 41.56';
thence S 57°43'14" E a distance of 41.28'; thence S 75°27'32" E a distance of 40.18';
thence S 55°01'37" E a distance of 33.68'; thence S 55°01'37" E a distance of 7.11';
thence N 87°14'24" W a distance of 400.13'; thence N 02°34'23" E a distance of 161.66' to the Point of Beginning, containing 0.80 acres, more or less.



SKETCH ONLY, NOT A BOUNDARY SURVEY

DATE: 6/17/19 DRAWN BY: KG APPROVED BY: BB	CONSERVATION EASEMENT-PARCEL G SONOMA RIDGE PENSACOLA, FL SECTION 06, T- 1S , R- 31W ESCAMBIA COUNTY, FL FB/PG: FB | FLD DATE: DATE | SCALE: SCALE	CONSERVATION EASEMENT AND SKETCH PREPARED BY: BRANDON BAILEY, PLS 208 MOHAWK STREET MOBILE, ALABAMA 36606 FLORIDA PSM 6978	PROJECT NO. 18-146P S1



SKETCH ONLY, NOT A BOUNDARY SURVEY

DATE: 6/17/19 DRAWN BY: KG APPROVED BY:BB	CONVENTION EASEMENT-PARCEL B SONOMA RIDGE PENSACOLA, FL SECTION 06, T- 1S , R- 31W ESCAMBIA COUNTY, FL FB/PG: FB | FLD DATE: DATE | SCALE: SCALE	CONSERVATION EASEMENT AND SKETCH PREPARED BY: BRANDON BAILEY, PLS 208 MOHAWK STREET MOBILE, ALABAMA 36606 FLORIDA PSM 6978	PROJECT NO. 18-146P S2

Prepared by and return to:
John P. Daniel, Esq.
Beggs and Lane, RLLP
Post Office Box 12950
Pensacola, FL 32591-2950
(850) 469-3312

TWO-YEAR WARRANTY AGREEMENT FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT SURETY/FINANCIAL SECURITY (Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between BRELAND HOMES COASTAL, LLC, a limited liability company organized under the laws of the State of Delaware, whose address is 2101 Clinton Avenue, W., Suite 201, Huntsville, Alabama 35805 (Developer) and ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for SONOMA RIDGE SUBDIVISION development, more particularly described as follows:

See Exhibit A (Legal Description) for SONOMA RIDGE SUBDIVISION PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

CHAD B. PULLIAM
(printed name)

WITNESS:

Cheryl Adkins
(printed name)

DEVELOPER/OWNER:

BRELAND HOMES COASTAL, LLC.
a Delaware limited liability company

By: _____
(signature)
Louis W. Breland
(printed name)
Manager
(select one title: manager/member/managing member)

STATE OF Alabama
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 19 day of June, 2019, by Louis W. Breland as Manager (select one title: Manager/Member/Managing Member) of BRELAND HOMES COASTAL, LLC, a Delaware limited liability company. He/She (X) is personally known to me, or (___) has produced a current Alabama driver's license as identification.

(Notary Seal)

PATRICIA ACKER
MY COMMISSION EXPIRES
APRIL 10, 2022
NOTARY PUBLIC
STATE OF ALABAMA

Patricia Acker
Signature of Notary
Patricia Acker
Name of Notary (printed)

ESCAMBIA COUNTY, through its Board of County Commissioners

By:_____

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,2019

_____
Deputy Clerk

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kim M. Jabo

Date: 7-8-19

PREPARED BY:

TIMOTHY BRANDON BAILEY, PSM 6978
208 MOHAWK ST.
MOBILE, AL 36606

EXHIBIT A

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE RUN NORTH 87° 15' 55" WEST ALONG THE NORTH LINE OF SAID SECTION 6 FOR 49.89 FEET; THENCE RUN SOUTH 02° 16' 17" WEST FOR 33.00 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BEULAH ROAD (100' R/W) WITH THE SOUTH RIGHT OF WAY LINE OF FRANK REEDER ROAD (66' R/W); THENCE CONTINUE SOUTH 02° 16' 26" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR 682.48 FEET TO THE POINT OF BEGINNING;
THENCE FROM THE POINT OF BEGINNING RUN SOUTH 02° 16' 26" WEST ALONG THE WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR 496.13 FEET;
THENCE LEAVING SAID WEST RIGHT OF WAY LINE RUN NORTH 87° 43' 34" WEST FOR 242.20 FEET; THENCE RUN NORTH 72° 10' 09" WEST FOR 440.66 FEET; THENCE RUN SOUTH 11° 23' 17" WEST FOR 536.67 FEET;
THENCE RUN NORTH 87° 12' 35" WEST FOR 537.21 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE RUN ALONG SAID EAST LINE NORTH 02° 27' 34" EAST FOR A DISTANCE OF 297.10 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;
THENCE RUN NORTH 87°14' 24" WEST FOR A DISTANCE OF 1313.54 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE EAST RIGHT OF WAY LINE FOR REBEL ROAD; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE NORTH 02° 34' 23" EAST FOR A DISTANCE OF 331.81 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE RUN SOUTH 87° 18' 27" EAST FOR A DISTANCE OF 1167.92 FEET;
THENCE CONTINUE SOUTH 87° 18' 27" EAST FOR A DISTANCE OF 806.78 FEET;
THENCE RUN NORTH 02° 25' 50" EAST FOR A DISTANCE OF 282.32 FEET;
THENCE RUN SOUTH 87° 16' 01" EAST FOR A DISTANCE OF 624.32 FEET TO THE POINT OF BEGINNING. SAID DESCRIPTION CONTAINING 25.29 ACRES, MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16471 **Growth Management Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/18/2019
Issue: Scheduling of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

That the Board authorize the scheduling of the following Public Hearing:

Thursday August 1, 2019

5:45 p.m. - A Public Hearing - Adoption to remove reference to OLF 8 from Comprehensive Plan.

Summary: On January 30, 2019, Escambia County took possession of Navy Outlying Landing Field (NOLF) Site 8 and as such, it no longer operates as an airfield and the Board directed staff to remove references to the Navy Outlying Landing Field Site 8 from the Mobility Element. The County received a letter from DEO stating they identified no provision that necessitates a challenge of the Ordinance adopting the amendment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16376 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Request for Disposition of Property
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing three items. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be approved for disposal.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property has been checked and declared to be of no further use to the County. The items no longer function properly and for this reason, approval of disposition is being requested.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1, s, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Once approved, the department will coordinate the disposal of the items listed.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290401

Whitney C. Lucas DATE: 06/12/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C. Lucas Phone No: 850-595-3114

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	61609	Cellphone Detector	302401	NA	NA	Poor
Y	61611	Cellphone Detector	302403	NA	NA	Poor
Y	61612	Cellphone Detector	302141	NA	NA	Poor

Disposal Comments: These items are no longer operable

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Chief Wm. Rich Powell

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/18/2019

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16458 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Disposition Of Property
From: SCOTT MACDONALD, Interim Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Information Technology Department - Scott MacDonald, Interim Information Technology Department Director

That the Board approve the six Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The items are to be disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court. The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

Request Of Disposition 1
Request Of Disposition 2
Request Of Disposition 3
Request Of Disposition 4
Request Of Disposition 5
Request Of Disposition 6

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/05/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:35:52 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59954	Getac Laptop	RC639S0234	S400	2012	Obsolete/Bad
Y	60052	Dell Laptop	F6PLVV1	Latitude 5520	2012	Obsolete/Bad
Y	54170	Cisco Switch	CAT0902NODC	3560	2005	Obsolete/Bad
Y	58896	Dell Laptop	3YJNWM1	Latitude 5510	2010	Obsolete/Bad
Y	61440	Microsoft Surface	006062743363	Pro3	2014	Obsolete/Bad
Y	58939	Dell Latop	C8JNWM1	Latitude 5510	2010	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/05/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:36:27 -05'00'

Date: 03/20/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.07.05 13:18:11 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/18/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/05/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:37:37 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	60016	Dell Laptop	F6QNVV1	Latitude 5520	2012	Obsolete/Bad
Y	60050	Dell Laptop	FF6LLVV1	Latitude 5520	2012	Obsolete/Bad
Y	54997	Dell Laptop	9RP62B1	Latitude D510	2006	Obsolete/Bad
Y	62528	Microsoft Surface	5D2Y202	Pro 4	2016	Obsolete/Bad
Y	58918	Dell Laptop	77JNWM1	Latitude 5510	2010	Obsolete/Bad
Y	61081	Dell Laptop	2F5JD12	Latitude 5540	2014	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/05/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:38:00 -05'00'

Date: 03/20/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.07.05 13:18:34 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/18/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/05/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:38:52 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57852	Dell Laptop	9ZV4YG1	Latitude XT	2008	Obsolete/Bad
Y	59161	Dell Laptop	57ZGWM1	Latitude 6420	2011	Obsolete/Bad
Y	59160	Dell Laptop	H8ZGWM1	Latitude 6420	2011	Obsolete/Bad
Y	58539	Dell Laptop	GVP75M1	Latitude 6400	2010	Obsolete/Bad
Y	62533	Microsoft Surface	FC2Y202	Pro 4	2016	Obsolete/Bad
Y	59160	Dell Laptop	H8ZGWM1	Latitude 6420	2011	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/05/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:39:23 -05'00'

Date: 07/05/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.07.05 13:18:57 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/18/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/05/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:46:07 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58937	Dell Laptop	38JNWM1	Latitude 5510	2010	Obsolete/Bad
Y	54721	Dell Desktop	8482591	GX620	2006	Obsolete/Bad
Y	58931	Dell Laptop	78JNWM1	Latitude 5510	2010	Obsolete/Bad
Y	56463	Dell Laptop	8YT3JD1	Optiplex 745	2007	Obsolete/Bad
Y	61908	Getac Tablet	RF139FD660	F110	2015	Obsolete/Bad
Y	61081	Dell Laptop	2F5JD12	Latitude 5540	2014	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/05/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:46:44 -05'00'

Date: 07/05/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.07.05 13:19:22 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/18/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/05/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:57:05 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59539	Getac Laptop	RC139S0290	S400	2012	Obsolete/Bad
Y	54841	IBM Storage	130900P	1740-710	2006	Obsolete/Bad
Y	52350	Server	23A1202	T6001	2003	Obsolete/Bad
Y	55414	Tape Drive	1R63700004	REO 9000	2006	Obsolete/Bad
Y	54266	System Rack	--	--	2005	Obsolete/Bad
Y	55283	Dell Server	7JT8QB1	PowerEdge 850	2006	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/05/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 11:57:39 -05'00'

Date: 07/05/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.07.05 13:19:42 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/18/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Information Technology COST CENTER NO: 270102

Brandon W. Knuth DATE: 07/05/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 12:20:39 -05'00' Phone No: 595-0833

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54978	Dell Server	93YN1B1	Power Edge 850	2006	Obsolete/Bad
Y	53133	Server	10-272AB-EOC	7014-142	2004	Obsolete/Bad
Y	58143	Server	B6DBQ71	Power Edge 1850	2008	Obsolete/Bad
Y	54843	IBM Switch	1047511	2005-B16	2006	Obsolete/Bad
Y	54844	IBM Switch	1047512	2005-B16	2006	Obsolete/Bad
Y	53282	Server	GVL3P51	Power Edge 1750	2004	Obsolete/Bad

Disposal Comments:

INFORMATION TECHNOLOGY (IT Technician): Brandon W. Knuth

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 07/05/2019 Information Technology Technician Signature: Brandon W. Knuth Digitally signed by Brandon W. Knuth Date: 2019.07.05 12:21:06 -05'00'

Date: 07/05/2019

FROM: Escambia County Department Director (Signature): Scott MacDonald Digitally signed by Scott MacDonald Date: 2019.07.05 13:17:46 -05'00'

Director (Print Name): Scott MacDonald

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 07/18/2019

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16403 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Waste Services - Request for Disposition of Property
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the Request for Disposition of Property Forms for the Waste Services Department, for the following:

Thirty-three Roll Off Containers (Models RCA2242 and Rhino), Forms 1- 6:

Property#	Serial No.	Model/Descript.	Property#	Serial No.	Model/Descript.
45641	63250	RCA2242/RO #304	45642	53251	RCA2242/RO #309
45644	63253	RCA2242/RO #319	45646	63255	RCA2242/RO #302
45693	63942	RCA2242/ RO #321	45694	63943	RCA2242/RO #315
45798	63940	RCA2242/RO #311	48337	83706	RCA2242/RO #318
48338	83705	RCA2242/RO #316	48339	83707	RCA2242/RO #312
48340	83708	RCA2242/RO #308	48341	83709	RCA2242/RO #314
48342	83710	RCA2242/RO #310	49291	91041	RCA2242/RO #320
49294	91044	RCA2242/RO #325	50641	96226	RCA2242/RO #326
50642	96227	RCA2242/ RO #330	50643	96228	RCA2242/RO #327
50645	96229	RCA2242/RO #329	52674	No S/N	Rhino/RO #332
52675	No S/N	Rhino/RO #333	53234	111440	RCA2242/RO #337
53235	111416	RCA2242/RO #334	53390	111423	RCA2242/RO #335
54089	118417	RCA2242/RO #338	54091	118418	RCA2242/RO #339
54092	118420	RCA2242/RO #340	57229	13132392	RCA2242/RO #342
57230	13132397	RCA2242/RO #343	57945	13133785	RCA2242/RO #345
57948	13133786	RCA2242/RO #344	57949	13133787	RCA2242/RO #347

57950	13133788	RCA2242/RO #346			

Seven Submersible Pumps; and one Weather Station & Repeaters, Forms 7 - 8:

Property#	Serial No.	Model/Descript.	Property#	Serial No.	Model/Descript.
51554	N/A	TP53M54/Submersible Pump	51555	N/A	TP53M54/Submersible Pump
51556	N/A	TP53M54/Submersible Pump	51557	N/A	TP53M54/Submersible Pump
51558	N/A	TP53M54/Submersible Pump	53670	N/A	TP53M54L/Submersible Pump
53671	N/A	TP53M54L/Submersible Pump	55451	N/A	Weather Station & Repeaters

Two HP Laser Printers; One CAT 826H Compactor; One 2003 Ford Explorer; One Guzzler Power Unit Pump; One Ford F550 4x4 Truck; and One Multiquip 4" Trash Pump, Forms 9 - 10:

Property#	Serial No.	Model/Descript.	Property#	Serial No.	Model/Descript.
55833	CNRXC86510	4250TN/HP Laser Printer	55515	CNGKM08090	2430DTN/HP Laser
55124	AWF00336	826H/CAT 826H Compact.	52182	1FMZU62K53ZB50632	2003 Ford Explor.
43304	S29814STDHZ403E96	Guzzler/Power Unit Pump	52987	1FDAW57P64EC56800	F550/4x4 Truck
51542	41TDH-4238	41TDH/Multiq'p 4" Pump			

All property is described and listed on the Disposition Forms, with condition and reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property items, listed on the attached Request for Disposition of Property Forms, have been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

Attachments

Disposition Forms 1-10

FORM 1

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	45641	Roll Off Container #304	63250	RCA2242	1997	fair
N	45642	Roll Off Container #309	53251	RCA2242	1997	fair
N	45644	Roll Off Container #319	63253	RCA2242	1997	fair
N	45646	Roll Off Container #302	63255	RCA2242	1997	fair
N	45693	Roll Off Container #321	63942	RCA2242	1997	fair
N	45694	Roll Off Container #315	63943	RCA2242	1997	fair

Disposal Comments: Equipment is of no further use to the County. It will be appropriately auctioned or recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 2

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	45798	Roll Off Container #311	63940	RCA2242	1997	fair
N	48337	Roll Off Container #318	83706	RCA2242	2000	fair
N	48338	Roll Off Container #316	83705	RCA2242	2000	fair
N	48339	Roll Off Container #312	83707	RCA2242	2000	fair
N	48340	Roll Off Container #308	83708	RCA2242	2000	fair
N	48341	Roll Off Container #314	83709	RCA2242	2000	fair

Disposal Comments: Equipment is of no further use to the County. It will be appropriately auctioned or recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 3

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	48342	Roll Off Container #310	83710	RCA2242	2000	fair
N	49291	Roll Off Container #320	91041	RCA2242	2000	fair
N	49294	Roll Off Container #325	91044	RCA2242	2000	fair
N	50641	Roll Off Container #326	96226	RCA2242	2001	fair
N	50642	Roll Off Container #330	96227	RCA2242	2001	fair
N	50643	Roll Off Container #327	96228	RCA2242	2001	fair

Disposal Comments: Equipment is of no further use to the County. It will be appropriately auctioned or recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 4

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	50645	Roll Off Container #329	96229	RCA2242	2001	fair
N	52674	Roll Off Container #332	No S/N	Rhino	2003	fair
N	52675	Roll Off Container #333	No S/N	Rhino	2003	fair
N	53234	Roll Off Container #337	111440	RCA2242	2004	fair
N	53235	Roll Off Container #334	111416	RCA2242	2004	fair
N	53390	Roll Off Container #335	111423	RCA2242	2004	fair

Disposal Comments: Equipment is of no further use to the County. It will be appropriately auctioned or recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 5

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	54089	Roll Off Container #338	118417	RCA2242	2005	fair
N	54091	Roll Off Container #339	118418	RCA2242	2005	fair
N	54092	Roll Off Container #340	118420	RCA2242	2005	fair
N	57229	Roll Off Container #342	13132392	RCA2242	2008	fair
N	57230	Roll Off Container #343	13132397	RCA2242	2008	fair
N	57945	Roll Off Container #345	13133785	RCA2242	2008	fair

Disposal Comments: Equipment is of no further use to the County. It will be appropriately auctioned or recycled

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 6

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230306

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	57948	Roll Off Container #344	13133786	RCA2242	2008	fair
N	57949	Roll Off Container #347	13133787	RCA2242	2008	fair
N	57950	Roll Off Container #346	13133788	RCA2242	2008	fair

Disposal Comments: Equipment is of no further use to the County. It will be appropriately auctioned or recycled

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 7

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230304

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51554	Submersible Pump	n/a	TP53M54	2003	poor
N	51555	Submersible Pump	n/a	TP53M54	2003	poor
N	51556	Submersible Pump	n/a	TP53M54	2003	poor
N	51557	Submersible Pump	n/a	TP53M54	2003	poor
N	51558	Submersible Pump	n/a	TP53M54	2003	poor
N	53670	Submersible Pump	n/a	TP53M54L	2005	poor

Disposal Comments: Equipment is of no further use to the County. It will be appropriately disposed or recycled.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 8

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230304

Susan R. Holt DATE: 6/24/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	53671	Submersible Pump	n/a	TP53M54L	2005	poor
N	55451	Weather Station & Repeaters	n/a	n/a	2006	poor

Disposal Comments: Equipment is of no further use to the County. It will be appropriately disposed or recycled.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 9

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230301

Susan R. Holt DATE: 7/02/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55833	HP Laser Printer	CNRXC86510	4250TN	2007	poor
Y	55515	HP Laser Printer	CNGKM08090	2430DTN	2006	poor

Disposal Comments: Equipment is of no further use to the County. It will be appropriately disposed or recycled.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

FORM 10

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230314

Dennis Rigby DATE: 6/25/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): _____ Phone No: 937-2166

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	55124	Cat 826H Compactor	AWF00336	826H	2006	Fair
Y	52182	Ford Explorer	1FMZU62K53ZB50632	Explorer	2003	Fair
N	43304	Guzzler Power Unit Pump	S29814STDHZ403E96	Guzzler	1996	Poor
Y	52987	Ford F550 4x4 Truck	1FDAW57P64EC56800	F550	2004	Poor
N	51542	Multiquip 4" Trash Pump	41TDH-4238	41TDH	2002	Poor

Disposal Comments: To be auctioned.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16384 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Donation of Radios to GreaterGood.org's Rescue Rebuild Program
From: JOHN ROBINSON, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation of Radios to GreaterGood.org's Rescue Rebuild Program - John A. Robinson, Animal Services Division Manager

That the Board adopt, and authorize the Chairman to sign, the Resolution authorizing the donation of radios to GreaterGood.org, a not-for-profit corporation, for Rescue Rebuild, a shelter renovation program that recruits volunteers from all over the country to help shelters in need. Rescue Rebuild completed a renovation for the Escambia County Animal Shelter in February 2018.

BACKGROUND:

Radios were donated to Animal Services from Public Safety. Animal Services staff found the equipment to be cumbersome, and difficult to hear over the kennel noise. For that reason, Animal Services acquired push-to-talk flip phones that do not have phone calling capabilities. The push-to-talk devices vibrate when it is difficult to hear in the kennel areas, and easily fit in uniform pockets. The Animal Services staff no longer has a need for radios, and would like to donate the radio devices with the County's approval.

During their renovation of the Escambia County Animal Shelter in February 2018, GreaterGood's Rescue Rebuild team streamlined their operations and renovation activities utilizing the shelter's radios. Rescue Rebuild hoped to incorporate radio communication in planning and execution efforts going forward. Since the County no longer has a use for these radios, Animal Services resolves to donate these items to GreaterGood.org's Rescue Rebuild on behalf of the County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kia Johnson approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Board action is in accordance with Sections 274.06 and 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

Coordinate donation with Animal Services Administrative Supervisor, Dawn Harris.

Attachments

GreaterGood.org Letter
GreaterGood.org IRS Exemption
GreaterGood.org Resolution

GreaterGood.org®
GIVE WHERE IT MATTERS

June 12, 2019

John Robinson
Division Manager
Animal Services
Escambia County
200 W Fairfield Drive
Pensacola, FL 32501

Dear Mr. Robinson,

We are writing to request the donation of several 2-way handheld radios that your Animal Shelter currently has. Our Rescue Rebuild construction team utilized these radios when we were renovating the shelter in January of 2018, and they were extremely helpful.

GreaterGood.org's Rescue Rebuild is a shelter renovation program that recruits volunteers from all over the country to help shelters in need. The Rescue Rebuild team travels to selected shelters to take projects from concept to creation to improve both the lives of humans and animals. Through Rescue Rebuild, we help people and animals in need in Animal Shelters, Domestic Violence Shelters, and Homeless & Veterans Housing. Your generous donation of these radios would enable our Rescue Rebuild team to more effectively and safely communicate while completing their projects.

GreaterGood.org is a 501(c)(3) charitable organization that works to improve the health and well-being of people, pets, and the planet. It accomplishes this mission by partnering with charitable organizations and administering programs worldwide that address hunger and illness (particularly in women and children), promote education and literacy, feed and care for rescued animals in shelters and sanctuaries, and protect wildlife and restore the environment. A suite of internally funded Signature Programs staffed by experts in their respected fields, furthers the mission of Giving Where It Matters.

Thank you for the offer of this generous donation!

Sincerely,

Bryna Donnelly
Director of Rescue Rebuild
GreaterGood.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 19 2007

GREATERGOOD.ORG
C/O LISA HALSTEAD
600 UNIVERSITY AVE STE 1000
SEATTLE, WA 98101

Employer Identification Number:
20-4846675
DLN:
17053071036027
Contact Person:
DONALD G HERRING ID# 31171
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
March 21, 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2010
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient

GREATERGOOD.ORG

organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

RESOLUTION NUMBER R2019-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE DONATION OF RADIOS TO GREATERGOOD.ORG AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Radios) more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein; and

WHEREAS, GreaterGood.org is a not-for-profit corporation, devoted to improving the health and well-being of people, pets, and the planet, whose Rescue Rebuild, a shelter renovation program that helps shelters in need, recently completed a renovation of the Escambia County Animal Shelter in February 2018.

WHEREAS, GreaterGood.org's Rescue Rebuild has requested that the County convey Radios to it for use in support of its Program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Radios are not needed for County purposes and that it is in the best interest of the County to convey the Radios to GreaterGood.org under the terms and conditions stated herein; and

WHEREAS, the value of the Radios is less than Five Thousand Dollars ($5,000); and

WHEREAS, the conveyance of the Radios from the County to GreaterGood.org is authorized pursuant to Sections 274.06 and 125.38, Florida Statutes;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Radios shall be donated by the County to GreaterGood.org for no consideration and with all other costs associated with accepting the Radios being borne by GreaterGood.org.

ADOPTED this _____day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

BCC Approved: _____

ATTEST: **Pam Childers**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: Kia M. Johnson, ACA
Date: 6-13-19

RESOLUTION NUMBER R2019-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE DONATION OF RADIOS TO GREATERGOOD.ORG AND PROVIDING FOR AN EFFECTIVE DATE.

EXHIBIT A

1	UHF Radio	XPR6500 Portable S/N: 037THE4258
1	UHF Radio	XPR6500 Portable S/N: 037THE4457
1	UHF Radio	XPR6500 Portable S/N: 037THE5171
1	UHF Radio	XPR6500 Portable S/N: 037THQ5902
1	UHF Radio	XPR6500 Portable S/N: 037THE5480
1	UHF Radio	XPR6500 Portable S/N: 037THE5443
1	UHF Radio	XPR6500 Portable S/N: 037THE5452
1	UHF Radio	XPR6500 Portable S/N: 037THE5232
1	UHF Radio	XPR6500 Portable S/N: 037THE5220
1	UHF Radio	XPR6500 Portable S/N: 037THE5037
1	UHF Radio	XPR6500 Portable S/N: 037THE4441
1	UHF Radio	XPR6500 Portable S/N: 037TJW5819
1	UHF Radio	XPR6500 Portable S/N: 037TJW5820
1	UHF Radio	XPR6500 Portable S/N: 037TJW5821
1	UHF Radio	XPR6500 Portable S/N: 037THE5102

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16379 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Request for Disposition of Property
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the item be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330401

Tamika L Williams DATE: 6/18/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	50441	Video Projector	1601521NG	NEC	2001	poor

Disposal Comments: These items are of no further use to the County.

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 6/18/19

FROM: Escambia County Department Director (Signature):

Director (Print Name): John Dosh

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16452 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Letter of Understanding Between Zoll Data Systems, Inc. and Escambia County EMS
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Letter of Understanding between Zoll Data Systems, Inc., and Escambia County EMS - John Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the Letter of Understanding (LOU) between Zoll Data Systems, Inc., and Escambia County EMS:

A. Approve the LOU between Zoll Data Systems, Inc., and Escambia County EMS, for the use of the Rescue Net Billing Pro, an insurance discovery portal that will allow the EMS Billing Department to determine not previously identified insurance coverage, that is effective on the date of execution by the last-signing party and that shall remain in effect for a period of two weeks; and

B. Authorize the Chairman or Vice Chairman to execute the LOU.

The trial use of Rescue Net Billing Pro will allow the Billing Department to test the software, but should also increase the identification of a patient's active insurance coverage that will help reduce the amount of man hours needed to research insurance coverage by searching a nationwide database via the patient's social security number, driver's license number and/or date of birth. With this testing capability, it will help evaluate the need for an insurance discovery portal for the upcoming solicitation.

BACKGROUND:

This Letter of Understanding would allow the EMS Billing Office to utilize the Rescue Net Billing Pro module to search and identify patient insurance coverage to ensure more efficient filing of insurance. Once executed, Zoll will free-of-charge allow our EMS Billing Office to utilize the search portal on a two-week trial basis. With this testing capability, it will help evaluate the need for an insurance discovery portal for the upcoming solicitation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved this LOU as to form and legal sufficiency.

PERSONNEL:

Implementation of this LOU will be accomplished with existing personnel. No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioner policies require Board approval for all LOUs.

IMPLEMENTATION/COORDINATION:

Tamika Williams, Business Operations Division Manager, will be responsible for the implementation and maintenance of this LOU.

Attachments

LOU

11802 Ridge Parkway
Suite 400
Broomfield, Colorado 80021-5059
303·801·0000 (main)
303·801·1063 (fax)
www.zoll.com

June 24, 2019

Escambia County EMS
6575 North West Street
Pensacola, FL 32505

Ladies and Gentlemen:

The purpose of this letter (this "LOU") is to ensure that ZOLL Data Systems, Inc. ("ZOLL") and Escambia County EMS ("Customer") understand and agree to the matters described below. For and in consideration of the understandings contained in this LOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ZOLL and Customer agree as follows as of the date Customer and ZOLL sign this LOU (the "LOU Effective Date"):

1. **Insurance Discovery.** Customer shall provide, or make available, to ZOLL accounts receivable for which Customer has not previously identified insurance coverage during the periods commencing December 1, 2018 and ending January 31, 2019 and commencing May 1, 2019 and continuing through the present (the "Accounts Receivable"). ZOLL shall (i) analyze the Accounts Receivable for the purpose of finding active insurance coverage ("Insurance Discovery"); (ii) notify Customer of the percentage of the Accounts Receivable for which ZOLL has found insurance coverage as a result of Insurance Discovery; and (iii) upon Customer's request, provide Customer with examples of such coverage. If Customer prior to the expiration of the Term enters into the multi-year agreement for *RescueNet*® Billing Pro delivered to Customer by ZOLL with this LOU, then ZOLL shall make available to Customer the complete results of the Insurance Discovery.

2. **Term and Termination.** This LOU constitutes an offer. If Customer does not accept and agree to it by July 12, 2019 (the "Offer Expiration Date"), then it shall expire and be of no further force and effect. If Customer accepts and agrees to this LOU by the Offer Expiration Date, then it shall become effective on the LOU Effective Date and shall terminate on the earlier of (i) fourteen (14) days after the LOU Effective Date or (ii) written notice by ZOLL to Customer of termination (the "Term"). The provisions of this LOU that reasonably may be interpreted as surviving the Term shall continue in full force and effect notwithstanding the end of the Term.

3. **Warranties.** Insurance Discovery is provided "AS IS". ZOLL expressly disclaims all warranties with respect to Insurance Discovery, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties and that no warranties are made herein by ZOLL or any of its representatives or suppliers with respect to Insurance Discovery.

4. **Limitation on Liability.** In no event will ZOLL or any of its representatives or suppliers be liable for any direct, indirect, consequential, exemplary, special, or incidental damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising from or relating to this LOU, however caused and under any theory of liability (including negligence), even if ZOLL has been advised of the possibility of such damages.

5. **Confidentiality.** During the Term, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this *Confidentiality* section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the

confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this LOU; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this LOU.

6. **Public Records.** ZOLL acknowledges that this LOU and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. ZOLL shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. ZOLL shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the LOU, ZOLL agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event ZOLL fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period ZOLL still fails to allow access to such documents, terminate this LOU.

IF ZOLL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

7. **Governing Law and Jurisdiction**. This LOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any action shall be in the County of Escambia.

8. **Business Associate Addendum.** The Business Associate Addendum attached hereto is incorporated into, and made a part of, this LOU.

9. **Compliance.** With respect to any use by Customer of Insurance Discovery, Customer shall comply with all applicable federal, state and local laws, statutes, rules and regulations ("Applicable Laws"). Customer shall use Insurance Discovery only for permitted uses under, and shall maintain their confidentiality as required by, Applicable Laws. Customer hereby confirms and designates ZOLL as Customer's agent for the limited and purpose of, on Customer's behalf, performing Insurance Discovery.

10. **Miscellaneous.** This LOU constitutes the entire agreement and understanding between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, with respect to such subject matter. This LOU shall not be modified except by a subsequently dated written amendment signed on behalf of ZOLL and Customer by their duly authorized representatives. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this LOU without ZOLL's prior written consent. ZOLL and Customer agree that electronic signatures are intended to authenticate this LOU and have the same force and effect as manual signatures. Each individual signing this LOU represents that he or she has the authority to sign on behalf of the party for which he or she is signing.

If you have any questions regarding this LOU, please call Jason Meyer at 727-992-0363. Otherwise, please sign on the line provided below and return this LOU to me.

Sincerely,

ZOLL DATA SYSTEMS, INC.

By: _____
Name: Kurt Sandstrom
Title: Vice President, North American Sales

Accepted and agreed:

ESCAMBIA COUNTY EMS

By: _____
Name: Lumon J. May, Chairman
Title: Chairman, Escambia County Board of Commissioners
Date:

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 06-28-2019

Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM is entered into by and between Escambia County EMS ("**Covered Entity**") and ZOLL Data Systems, Inc. ("**Business Associate**") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("**PHI**") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as "**HIPAA**") This Business Associate Addendum amends the terms and conditions of and is hereby incorporated as part of the attached letter of understanding and agreement between Covered Entity and Business Associate (the "**LOU**").

STATEMENT OF AGREEMENT

1. **Definitions**. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HIPAA; provided that PHI shall refer only to protected health information of Covered Entity unless otherwise stated.

2. **Compliance and Agents**. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Addendum with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Addendum.

3. **Use and Disclosure; Rights**. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Addendum, including Section 16 hereof, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Addendum, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the LOU, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. **Safeguards**. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Addendum.

5. **Minimum Necessary**. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

6. **Report of Improper Use or Disclosure**. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Addendum and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum.

7. **Individual Access**. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. **Amendment of and Access to PHI**. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

9. **Accounting**. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

10. **DHHS Access to Books, Records, and Other Information**. Business Associate shall make available to the U.S. Department of Health and Human Services ("**DHHS**"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

11. **Individual Authorizations; Restrictions**. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12. **HITECH Act Compliance**. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13. **Term**. This Addendum shall take effect on the effective date of the LOU, and shall continue in effect unless and until either party terminates this Addendum or the LOU.

14. **Breach; Termination; Mitigation**. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Addendum, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Addendum. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. **Return of PHI**. Business Associate agrees that upon termination of this Addendum, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. **De-identified Health Information**. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

17. **Survival**. All representations, covenants, and agreements in or under this Addendum shall survive the execution, delivery, and performance of this Addendum.

18. **Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Addendum. The terms and conditions of this Addendum will override and control any expressly conflicting term or condition of the LOU. All non-conflicting terms and conditions of the LOU shall remain in full force and effect. Any ambiguity in this Addendum with respect to the LOU shall be resolved in a manner that will permit Covered Entity to comply with HIPAA

19. **Applicable Law**. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Addendum and may affect the parties' obligations under this Addendum. The parties agree to take such action as is necessary to amend this Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16408 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: 5:33 p.m. Public Hearing Request - Betmark Circle Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Betmark Circle Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on August 1, 2019, at 5:33 p.m., to consider adoption of an Ordinance creating the Betmark Circle Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Betmark Circle have submitted a petition requesting the creation of a street lighting MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

The Betmark Circle lighting district plan proposal:
* 13 assessable lots located in Commission District 5
* 3 lights in initial plan
* Estimated Year 1 Assessment of $59 (includes reserves) and estimated $54 for subsequent years

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16342 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way Known as Alvarado Avenue
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Unopened Right-of-Way known as Alvarado Avenue - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of Unopened Right-of-Way known as Alvarado Avenue, as petitioned by Miller Florida Holding, LLC, a Florida Limited Liability Company, represented by R. Jeffrey Boll, Esquire:

A. Authorize the scheduling of a Public Hearing for September 5, 2019, at 5:31 p.m., to consider the Petition to Vacate a Portion of Unopened Right-of-Way known as Alvarado Avenue, approximately 50 feet x 265 feet, as petitioned by Miller Florida Holding, LLC, a Florida Limited Liability Company, represented by R. Jeffrey Boll, Esquire; and

B. Require the Petitioner to notify all property owners within a 500-foot radius.

The real property mentioned in this Petition to Vacate is located in Commission District 2.

BACKGROUND:

Alvarado Avenue, located in Innerarity Heights Tract A, is an unopened right-of-way that lies between the Petitioner's business, known as the ACE Hardware Store, and the Perdido Bay United Methodist Church, both located on Innerarity Point Road.

Engineering staff has reviewed the request and there are no objections. The Planning and Zoning Department will require a landscape buffer between the two zoning districts (commercial and residential) if either property makes any changes to their existing sites. This will be reviewed during the Development Review Process. All concerned utility companies have been contacted, and there are no objections to the Request to Vacate this property.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands policy for closing, vacating and abandoning county-owned property — Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within the area determined by the Board will be notified.

Attachments

Petition to Vacate_Alvarado Ave

Aerial Map_Alvarado Ave

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a A portion of Alvarado Avenue. in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Miller Florida Holding, LLC, a Florida Limited Liability Company presently X own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

That 50 foot right of way, a portion of Alvarado Avenue, adjacent to Lots 5 & 6, Block 25 in Innerarity Heights Tract A, East of Lot 1 in Innerarity Heights Tract B, and South of that portion of Mirella Street vacated in Official Records Book 4976, Page 1516, as shown on the plat of Innerarity Heights Subdivision as recorded in Plat Deed Book 102, page 196 and Plat Deed Book 102, page 308, of the public records of Escambia County, Florida.

2. That the Petitioner(s), Miller Florida Holding, LLC, a Florida Limited Liability Company desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 14 Township 3 South Range 32 West and recorded in Plat Deed Bk 102, Pg 196 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

August 3, 2017

THEREFORE, petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Miller Florida Holding, LLC
Corporation of Company Name

Justin C. Miller
Petitioner(s) Name

13650 Innerarity Point Road
Street Address

Pensacola | FL
City | State

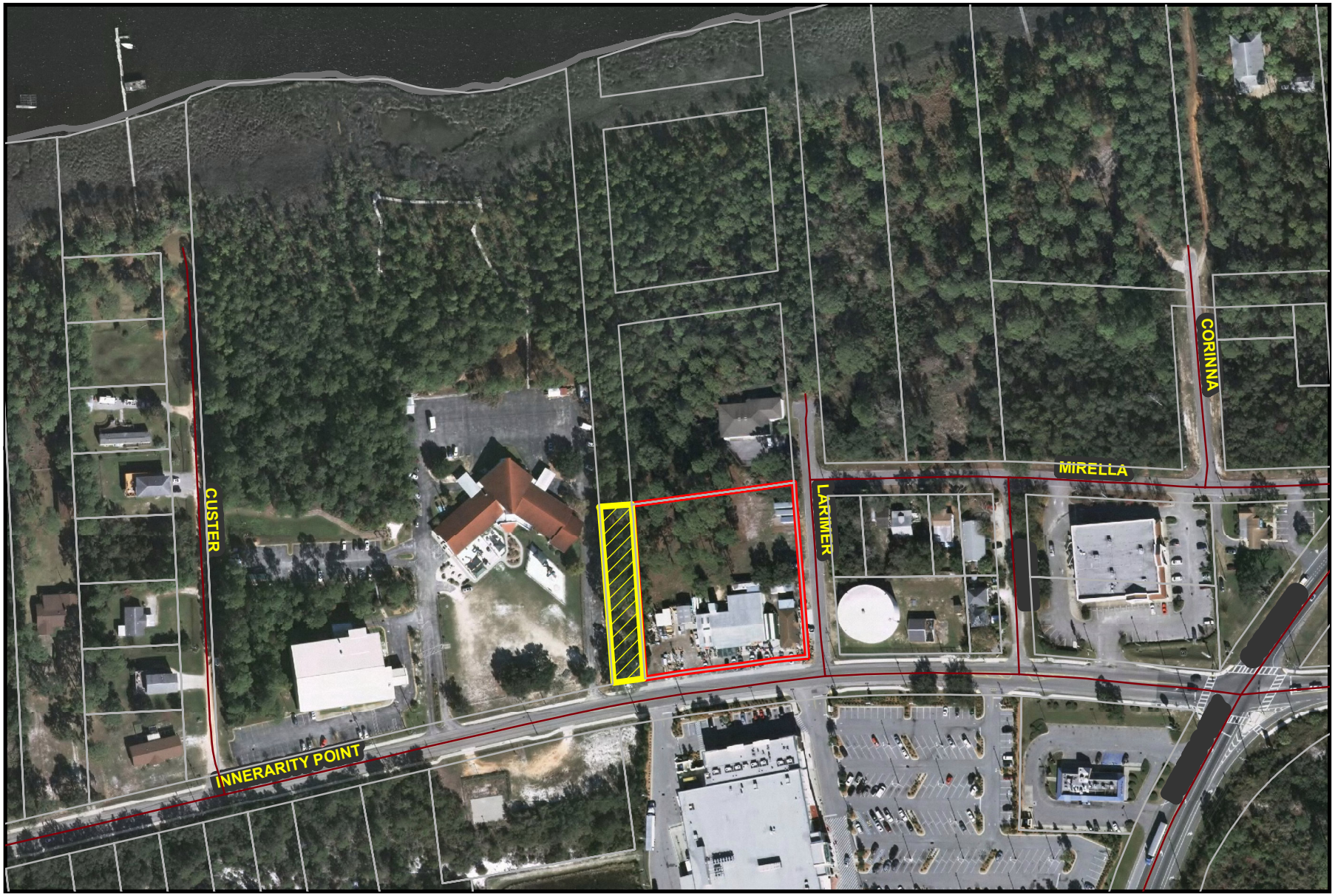
850-492-1149
Phone Number

R. Jeffrey Boll, Esq.
Agent's Name

850-695-2001
Agent's Phone Number

6/4/2019
Date:

REQUEST TO VACATE: A PORTION OF UNOPENED RIGHT-OF-WAY KNOWN AS ALVARADO AVENUE BETWEEN BLOCK 25 AND TRACT B, INNERARITY HEIGHTS
Petitioner: MILLER FLORIDA HOLDING, LLC
Agent: R. Jeffrey Boll, Esq.



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 6/5/19 DISTRICT 2

2016
Aerial Photo

Petitioner's Property

Area Requesting To Be Vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16346 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of Hatton Street Between "U" Street and "V" Street
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of a Portion of Opened Right-of-Way Known as Hatton Street, Between "U" Street and "V" Street - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of Opened Right-of-Way known as Hatton Street, between "U" Street and "V" Street, as petitioned by Gross and Son Paint and Body Shop, Inc., represented by Taylor Kelly, Agent:

A. Authorize the scheduling of a Public Hearing for September 5, 2019, at 5:32 p.m., to consider the Petition to Vacate a Portion of Opened Right-of-Way known as Hatton Street, between "U" Street and "V" Street, approximately 55 feet x 300 feet, as petitioned by Gross and Son Paint and Body Shop, Inc., represented by Taylor Kelly, Agent; and

B. Require the Petitioner to notify all property owners within a 2500-foot radius.

The real property mentioned in this Petition to Vacate is located in Commission District 3.

BACKGROUND:

The Petitioner, who has properties on the north and south sides of Hatton Street, has submitted a Petition to Vacate for Hatton Street between "U" Street and "V" Street for the safety of their employees, who must cross Hatton Street repeatedly throughout the workday. The Petitioner states that some motorists do not heed the stop signs or the speed limit signs, causing danger to his employees. If this Petition to Vacate is approved, the Petitioner intends to install a cantilever gate system that would prevent through traffic along Hatton Street, which would improve employee safety during daytime business hours.

The Petitioner has submitted a Stormwater Narrative, which states that, if the petition is

approved, the Petitioner will maintain the two stormwater ditch bottom inlets, the underground piping, and the asphalt roadway in the petition area. Engineering staff has no objection to the request.

The Public Safety Department does have concerns, as they do with all petitions to vacate local streets, due to access for emergency vehicles and fire supply lines. The Petitioner states that although the cantilever gate would be closed during hours of operation and open when the business is closed, the gate will not be locked, which would allow access for utility companies and emergency/rescue services at all times. The Petition would also install signs stating "No Through Traffic."

Planning and Zoning Department staff have no zoning concerns but will need the Petitioner to attend a DRC review if this Petition to Vacate is approved.

Gulf Power, AT&T, Emerald Coast Utility Authority, and Energy Services of Pensacola all wish to retain their respective easements which lie within the petition area.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Board's Vacating, Abandoning, and Closing Existing Public Streets, Rights-of-Way, Alleyways, Roads, Highways, Other Places Used for Travel or Other Lands Dedicated for Public Use or Purposes, or Any Portions Thereof to Renounce and Disclaim Any Right of the County and The Public In and To Said Lands Policy for Closing, Vacating and Abandoning County-Owned Property — Section III and Florida Statutes, Chapter 336.

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within the area determined by the Board will be notified.

Attachments

Petition_Hatton Street

Aerial Map_Hatton Street

Stormwater Narrative

Cantilever Gate Photos

PETITION TO VACATE, ABANDON, AND CLOSE EXISTING PUBLIC STREETS, RIGHTS-OF-WAY, ALLEYWAYS, ROADS, HIGHWAYS OTHER PLACES USED FOR TRAVEL, OR OTHER LANDS DEDICATED FOR PUBLIC USE OR PURPOSES, OR ANY PORTIONS THEREOF, TO RENOUNCE AND DISCLAIM ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SAID LANDS.

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a
A portion of West Hatton St between N "U" St and N "V" St.

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Terry W. Gross presently Owns own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

A portion of Hatton street right-of-way (R/W) lying between the West R/W of "U" street (Hancock Street Per Plat) as shown on the plat of pinecrest as recorded in Deed Book 55, at page 261, of the public records of Escambia County Florida:

Lying in and being of Section 17, Township 2 South, Range 30 West, Escambia County, Florida and containing 0.38 acres more or less.

2. That the Petitioner(s), Terry W. Gross desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 17 Township 2 South Range 30 West and recorded in Deed Book 55, at Page 26 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

August 3, 2017

THEREFORE, petitioner(s) request that the above described public road rights-of-way, alleyway, or other land be vacated, abandoned, and closed and that the Board of County Commissioners of Escambia County, Florida, surrender, renounce and disclaim any right of the County and the public in and to said public road rights-of-way, alleyway, or other land.

Petitioner acknowledges that:

Approval by the Board of County Commissioners of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land does not operate to confirm the vesting or return of title to the land in the petitioner or any other interested party. Any interested party who wishes to verify the title to land or the effect of the approval of a petition to vacate, abandon, discontinue, close, renounce, or disclaim any right of the County or the public in any land should seek legal counsel.

Gross & Son Paint & Body Shop, Inc
Corporation of Company Name

Terry W. Gross
Petitioner(s) Name

2708 West Hatton St
Street Address

Pensacola | FL
City | State

(850) 434-5309
Phone Number

Taylor Kelly
Agent's Name

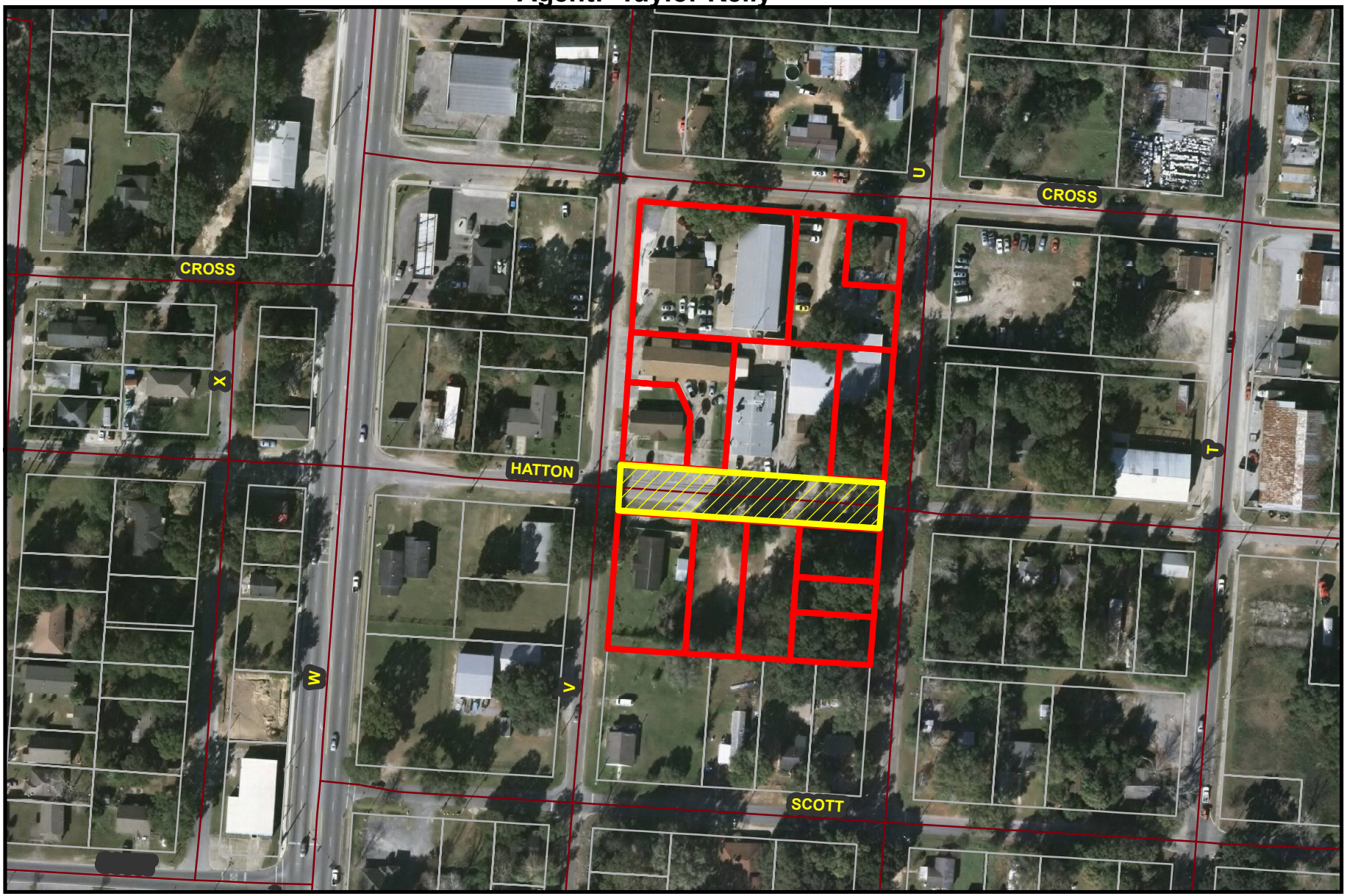
(850) 393-0292
Agent's Phone Number

2/14/19
Date:

REQUEST TO VACATE: A PORTION OF RIGHT-OF-WAY KNOWN AS HATTON STREET BETWEEN "U" STREET AND"V" STREET

Petitioner: Gross & Son Paint & Body Shop, Inc.

Agent: Taylor Kelly



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MLW 6/10/19 DISTRICT 3

2016
Aerial Photo

Petitioner's Property

Area requesting to be vacated

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

Gross and Son Right-of-Way Vacation of Hatton Street from North 'V' Street to North 'U' Street
Escambia County, Florida

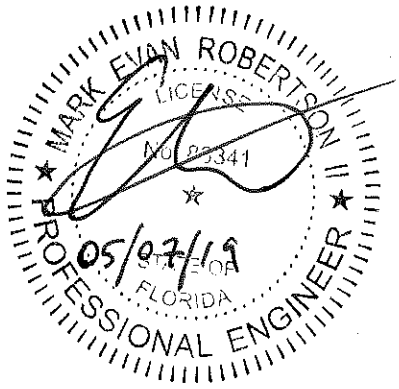
STORMWATER NARRATIVE
RBA Project 2018.055

A. OWNER/DEVELOPER: Gross and Son Paint and Body Inc.
2708 West Hatton Street
Pensacola, FL 32505

APPLICANT (Owner's Agent): Rebol-Battle & Associates, LLC
2301 North 9th Avenue, Suite 300
Pensacola, Florida 32503

ATTENTION: Mark Evan Robertson II, PE
Phone: (850) 438-0400

DATE: May 7, 2019



B. RIGHT-OF-WAY VACATION NARRATIVE:

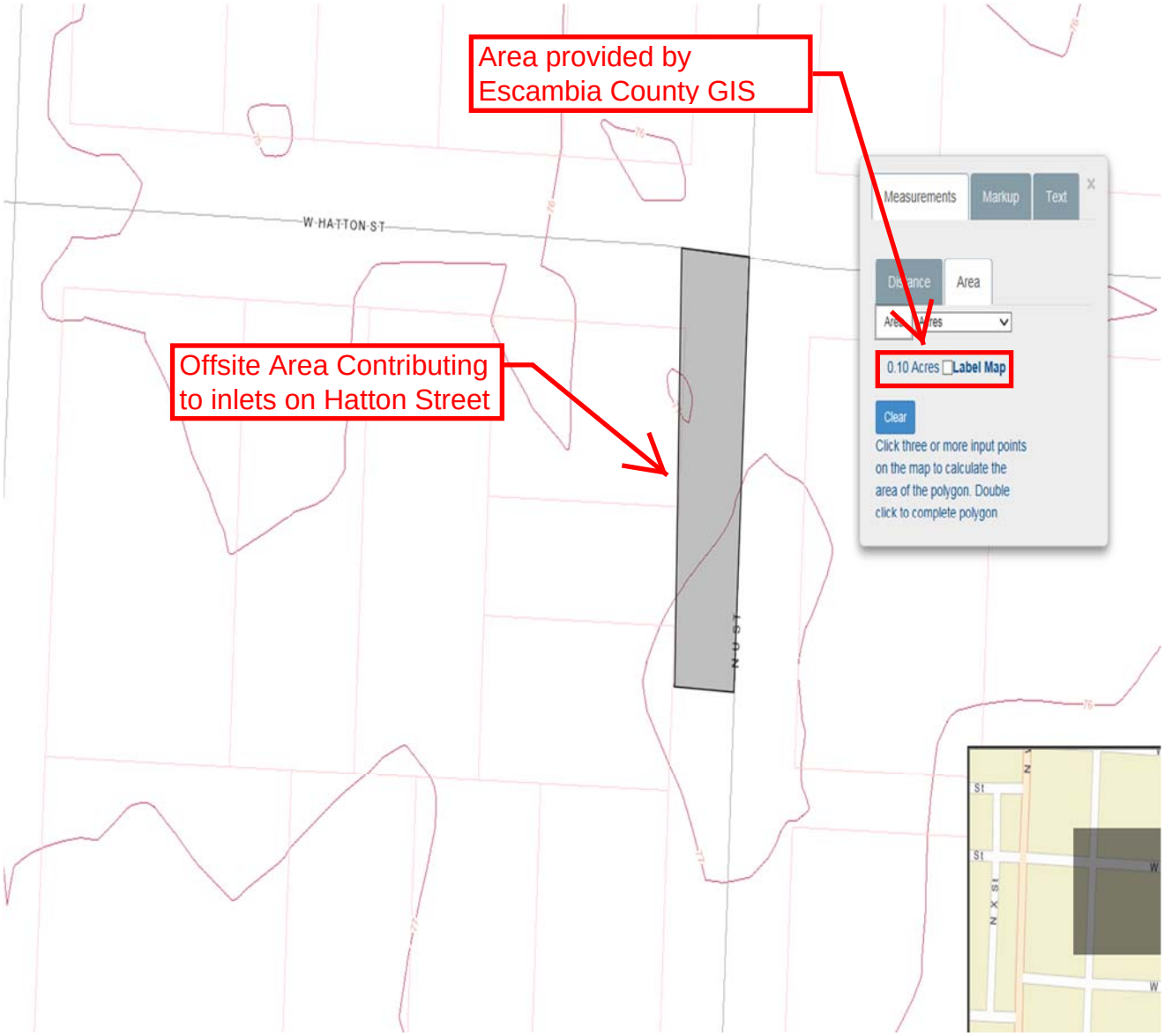
1. Reason for vacation and proposed scenario:
Gross and Son Paint and Body would like to vacate a portion of the West Hatton Street right-of-way from the intersection of North 'V' Street to North 'U' Street in order to improve the safety of their employees while crossing West Hatton Street. Much of the through traffic in this area fail to obey the installed stop signage along West Hatton Street. The proposed vacation would include the installation of a cantilever gate system that would prevent through traffic along West Hatton Street and therefore improve employee safety. A utility easement will be recorded and dedicated for all utilities within this right-of-way, not owned by the County, for maintenance and access.

2. Infrastructure owned by the County within the proposed vacation area:
Currently Escambia County owns and maintains the infrastructure within the West Hatton Street right-of-way from North 'V' Street to North 'U' Street. The infrastructure within this portion of right-of-way include an asphalt roadway, two stormwater ditch bottom inlets, and underground stormwater piping.

3. Effects of the County relinquishing ownership of the infrastructure within the vacation:
Once the vacation occurs, the County would no longer own and have to maintain the asphalt roadway, ditch bottom inlets, and underground stormwater piping. Gross and Son would be given the maintenance responsibility of these items. These stormwater inlets and piping mainly serve the Gross and Son development with a very small portion of the North 'U' Street right-of-way also contributing to these inlets. The area of the North 'U' Street that contributes to these inlets is approximately 0.10 Acres and is considered negligible. Also, as a part of the Gross and Son Paint Booth project, a stormwater management system was constructed that utilizes a zero discharge stormwater pond that significantly reduces the offsite runoff generated by the site and surrounding areas into the existing inlets located on Hatton Street.

There are no proposed stormwater improvements along West Hatton Street and the inlets will continue to function as they currently do.

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors



Offsite Stormwater Basin Map

Gross and Son Paint and Body

2301 N. 9th Avenue, Suite 300 • Pensacola, Florida 32503 • 850.438.0400 • Fax: 850.438.0448
www.rebol-battle.com





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16217 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Resolution of Support - Renaming a Portion of State Road 95 (US Highway 29) for Florida Highway Patrol Trooper Milan D. Hendrix
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution of Support for Renaming a Portion of State Road 95 (US Highway 29) for Florida Highway Patrol Trooper Milan D. Hendrix - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning a Resolution of Support for renaming a portion of State Road (SR) 95 (US Highway 29) from Neal Road to SR 10A (Nine Mile Road) for Florida Highway Patrol Trooper Milan D. Hendrix:

A. Adopt and authorize the Chairman to sign the Resolution of Support for renaming a portion of State Road (SR) 95 (US Highway 29) from Neal Road to SR 10A (Nine Mile Road) for Florida Highway Patrol Trooper Milan D. Hendrix; and

B. Authorize the County Administrator or designee to transmit the signed Resolution to the State of Florida for consideration.

This portion of roadway is located in Commission District 5.

BACKGROUND:

Per Florida Statutes, redesignation (or renaming) requests for roadways or segments of roadways of the State Highway System are to receive support from the respective local government body via Resolution, and subsequent approval from the State Legislature prior to the Florida Department of Transportation (FDOT) allowing a redesignation on state roadways or roadway segments.

This specific request is to redesignate the portion of State Road (SR) 95 (US Highway 29) from Neal Road to SR 10A (Nine Mile Road) from Neal Road to Nine Mile Road as “Trooper Milan D. Hendrix Memorial Highway.”

Florida Highway Patrol (FHP) Trooper Milan D. Hendrix was on routine patrol duty when

he was tragically killed in a car accident on June 1, 1989, at the youthful age of 37. Trooper Hendrix, the first FHP trooper killed in the line of duty in the Florida Panhandle, was an Allentown resident and an easy-going, yet hard-working man who faithfully served the citizens of Florida from March 1980 to June 1989.

The State Legislature, during its 2019 session, approved the request for the redesignation; upon BCC approval of this Resolution, FDOT will proceed with the formal redesignation.

FDOT anticipates conducting the redesignation ceremony in Fall 2019.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will continue to coordinate with Florida Department of Transportation staff.

Attachments

Resolution - Trooper Hendrix

Map

RESOLUTION R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE RE-DESIGNATION OF A PORTION OF US 29 FROM NEAL ROAD TO NINE MILE ROAD IN HONOR OF TROOPER MILAN D. HENDRIX TO "TROOPER MILAN D. HENDRIX MEMORIAL HIGHWAY"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, US 29 is a major principal arterial federal highway traversing Escambia County from the City of Pensacola to the Town of Century with the segment from Neal Road to Nine Mile Road carrying approximately 30,000 vehicles per day; and

WHEREAS, on June 1, 1989, Florida Highway Patrol (FHP) Trooper Milan D. Hendrix was on routine patrol duty when he was tragically killed in a motor vehicle accident at the youthful age of 37; and

WHEREAS, Trooper Hendrix was the first FHP trooper serving in the Florida Panhandle to be killed in the line of duty; and

WHEREAS, Trooper Hendrix, an Allentown resident, was an easy-going, hard-working man, who faithfully served the citizens of Florida from March 1980 to June 1989.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the Florida Department of Transportation's request to re-designate the portion of US 29 from Neal Road to Nine Mile Road as "Trooper Milan D. Hendrix Memorial Highway."

SECTION 3. That the Board hereby authorizes the Chairman to sign this Resolution.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.

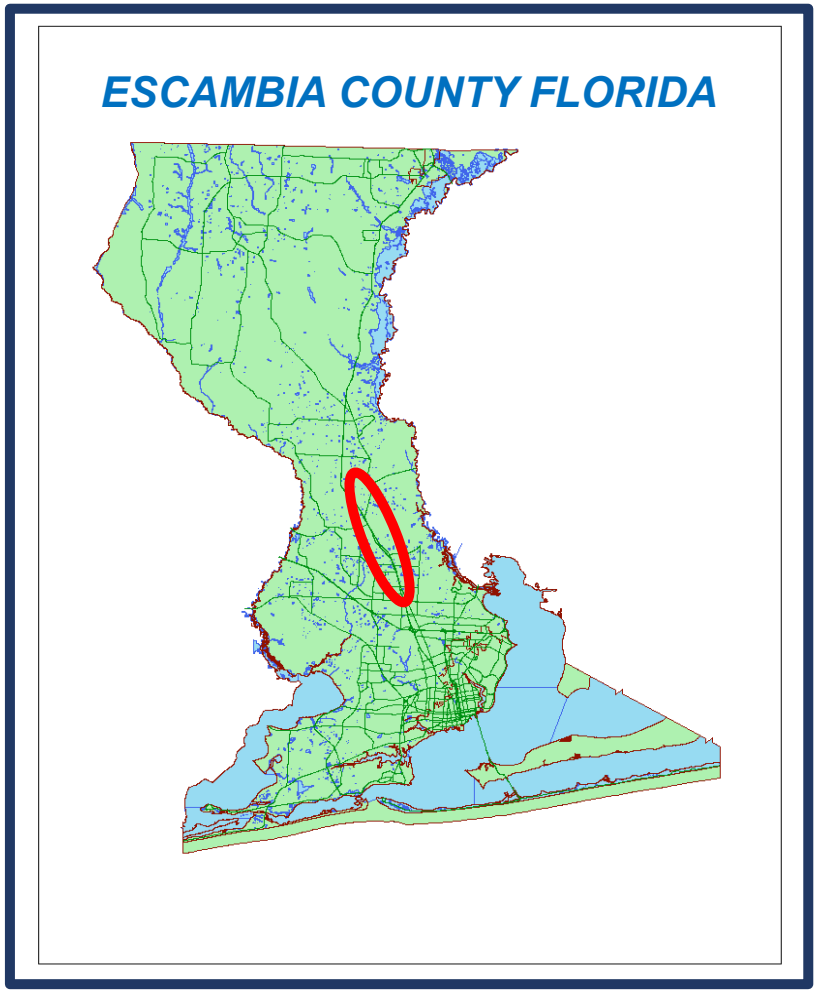
By: Kristin D. Hual, SACA

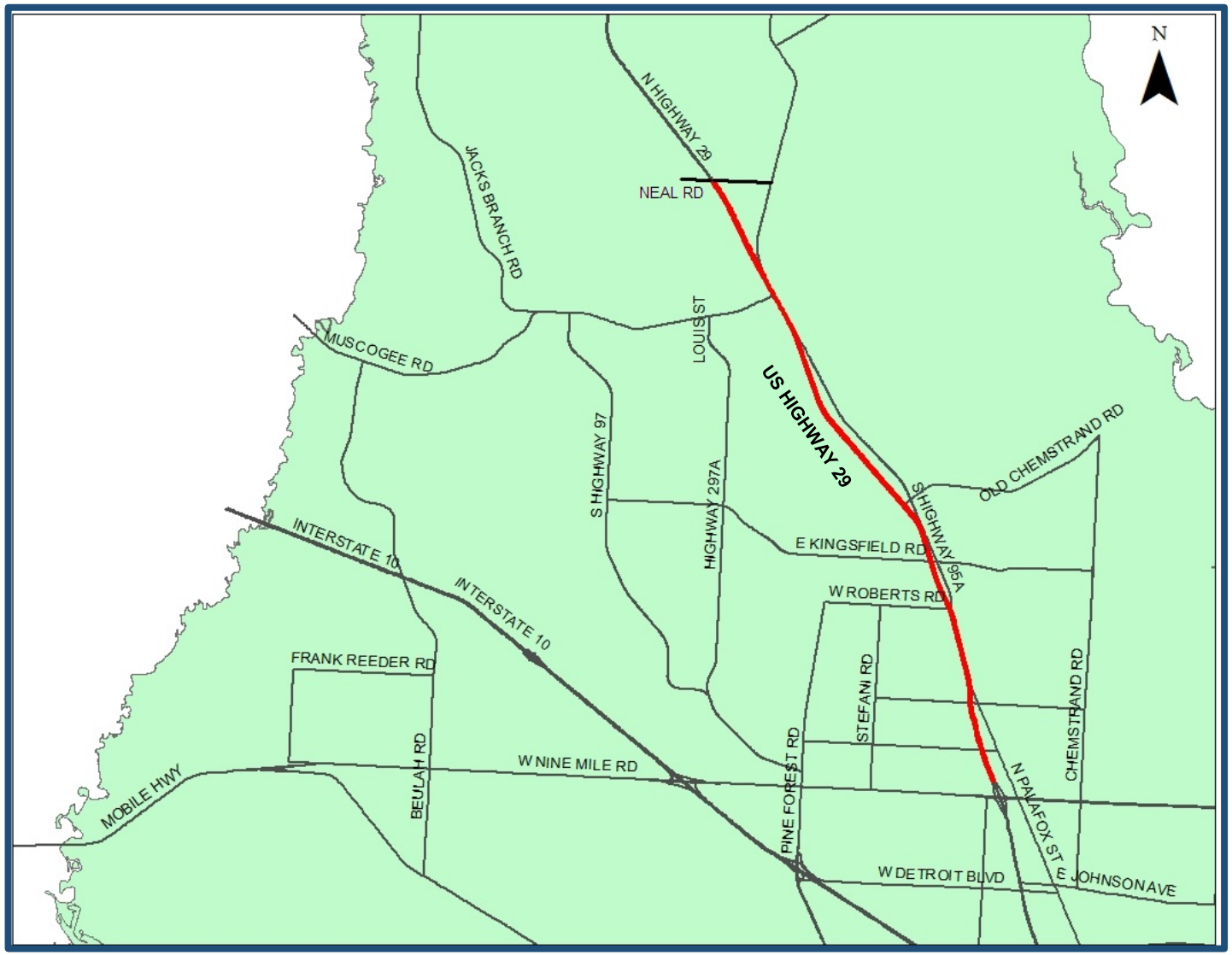
Date: 05-28-2019

LOCATION MAP

Trooper Milan D. Hendrix Memorial Highway

US HIGHWAY 29
NEAL ROAD – W. NINE MILE ROAD





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16432 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Escambia County Housing Finance Authority Appointments
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Housing Finance Authority Appointments - Janice P. Gilley, County Administrator

That the Board take the following action concerning appointments to the Escambia County Housing Finance Authority:

A. Waive the Board's Policy, Section I, Part B.1.(D), Appointment Policy and Procedures;

B. Reappoint Sandra J. Ward to serve another four-year term, effective August 1, 2019, through July 31, 2023, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority; and

C. Appoint Shirley D. Henderson to serve a four-year term, effective August 1, 2019, through July 31, 2023, as requested by Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority.

A General Alert was posted on the County's website from May 20, 2019, to June 17, 2019, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. A Resume was received from Shirley D. Henderson.

BACKGROUND:

The Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Letters from Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority recommending Ms. Ward's reappointment and Ms. Henderson's appointment are provided for review.

A General Alert was posted on the County's website from May 20, 2019, to June 17, 2019, seeking Escambia County residents interested in volunteering to be considered for an appointment to the Authority. A Resume from Shirley D. Henderson was received.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from Patricia Lott and Sandra J. Ward's Resume

Letter from Patricia Lott and Shirley D. Henderson's Resume

General Alert

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

April 10, 2019

Ms. Amy Lovoy
Acting County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Reappointment to the Escambia County Housing Finance Authority – Sandra J. Ward

Dear Ms. Lovoy:

Ms. Sandra J. Ward's appointment to the Escambia County Housing Finance Authority expires on July 31, 2019. Ms. Ward has served continuously on the Authority Board since August 13, 1991 and has served as an officer for a great many of those years. She has expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2019 through July 31, 2023.

Ms. Ward's knowledge of the Authority's mission and operations, along with her extensive experience in real estate and property management, are of great importance to the Authority. The members of the Authority would be pleased to retain Ms. Ward on the Board and ask that she be considered for reappointment.

Thank for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Patricia D. Lott
Executive Director

cc: Sandra J. Ward, CCIM, CAM, Sandra J. Ward Realty, Inc.

SANDRA J. WARD
SANDRA J. WARD REALTY, INC.
224 E. GARDEN STREET, SUITE 1
PENSACOLA, FL 32501
850-432-5678
sjward@sjwardrealty.com

Owner- Broker of Sandra J. Ward Realty since 1984

Professional Certifications

FL Real Estate Salesman License –1979
FL Real Estate Broker License – 1980
Commercial Investment Real Estate license (CCIM) –1991
FL Community Association Manager License - 1995

Real Estate Experience

Owner of General Real Estate Company since 1984
Resolution Trust Corporation – 1988-1993 –

- Listing agent – multi-family complexes, commercial, large development tracts
- Asset Manager of multi-family complexes, commercial properties
- Consultant – performed analysis on 35 properties, each valued over $14,000,000 +
- Advised condominium & townhouse associations in RTC properties.
- Analyze and give recommendation for properties to be sold at four Auctions.

Participated in the development and marketing of several properties:

- Port Royal a 60-unit waterfront condominium – downtown Pensacola
- Seville Bayfront – 8 unit water view condominium – downtown Pensacola
- Carlton Palms – converted a hotel into a 141 residential condominium complex with 7 commercial suites. – Downtown Pensacola
- Aragon – 138 lot Neo-Traditional community development – downtown Pensacola

Served the Pensacola Association as Realtors as Treasurer (2), President-Elect – 1998, President –1999. Board member for a total of 10 years, Realtor of the Year 1993, Property Manager of the Year 2001, Chair of the Commercial Investment, Mediation, Budget & Finance, Strategic Planing, and Professional Standards Committees

Received the NW FL CCIM Commercial Transaction of the Year Award for 1989,1990 & 1991
(For RTC properties valued at least $5,000,000 each)

Florida Association of Realtors: director for 9 years, 2000 Chair and 1999 Vice Chair of Property Management Council, 2001 District 9 Vice Chairman, 2002 Vice Chair and 2003 Chair of Risk Management. Served on numerous task- forces of the Florida Association of Realtors and the National Association of Realtors.

Association Manager for Carlton Palms Condominium Association and Port Royal Owners Association plus three homeowners associations.

Association manager and hotel management company for the Clarion Suites and Resorts Hotel on Pensacola Beach, FL

Expert Witness for the RTC and several of the local attorney firms for property values, association issues and real property disclosures.

Community Involvement:

Interim Executive Director of the DIB from September 2012 through March 2013.
Member of the Downtown Improvement Board (D.I.B) since 1993 and was the chairman 1997 - 1999, 2003-2004, Member of the Downtown Improvement Board's Marketing Advisory Council since 1989 and was chairman of MAC and the Leasing Strategy committee from 1991 -1993

Member of Escambia County Housing Authority since 1991 served as Treasurer, Secretary, Vice Chairman and Chairman numerous times 2017-2019 Chairman.

Served on the Pensacola Chamber of Commerce Committee of 100 for economic development – 1991-1993.

ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

April 10, 2019

Ms. Amy Lovoy
Acting County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, FL 32502

Re: Upcoming Vacancy on the Escambia County Housing Finance Authority's Board – Lamar B. Cobb

Dear Ms. Lovoy:

Mr. Lamar Cobb has served with dedication and expertise on the Board of the Escambia County Housing Finance Authority since 1991. Mr. Cobb's appointment to the Escambia County Housing Finance Authority expires on July 31, 2019. Mr. Cobb has asked not to be reappointed, as he wishes to retire. Mr. Cobb's 35 plus years of experience in banking and finance has truly been an asset. We will greatly miss his talent and expertise.

The term begins August 1, 2019 and will expire July 31, 2023. We ask that the Board of County Commissioners undertake its process to fill this vacant position.

We are forwarding to you the resume of Ms. Shirley Henderson. Ms. Henderson has a wealth of experience and knowledge concerning both affordable housing and banking. We believe that Ms. Henderson would be uniquely qualified to serve on the Board of the Authority and ask that she be considered for appointment to this position upon expiration of Mr. Cobb's term.

Thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

Patricia D. Lott
Executive Director

cc: Lamar B. Cobb, President (Retired), Whitney Bank

S:\DATA\Board Member Information & Lists\Recommendation Letters re reappointment of Board members\Lte re Lamar Cobb's Board Appointment vacancy - 4.2.19.docx

SHIRLEY D. HENDERSON, MHS

5164 Zachary Blvd• Pensacola, FL 325026• 850.435.2959
stepshi@att.net

Results-driven professional with extensive experience and solid, verifiable career track for successful program administration. Propel mission through development and implementation of services to enhance and promote healthful, educational, and economical benefits. Exceptional communicator with strong negotiation, problem solving and client needs assessment abilities. Create new initiatives, activities and programs to encourage and increase utilization of services by individuals not usually inclined to participate. Work independently with little or no supervision. Interact with persons requiring special management skills.

Core strengths include:

- *Program Development & Implementation*
- *Astute Data Analysis & Strategic Planning*
- *Public Speaking & Presentations*
- *Cohesive Group Building & Leadership*
- *Policy & Procedure Formulation*
- *Community Outreach & Public Relations*

- ***Proven Management Talents*** – Establish personal and group goals and motivate others to develop talents and achieve results to improve self-esteem. Exceptional ability to multi-task and prioritize for top efficiency in performance while covering busy career track. Coordinate multi-functional and multi-discipline requirements into relevant social support plans and programs. Maintain relationships based on integrity and effectively meeting client needs for highest level of personal attainment of a higher quality of life. Coordinate with others to accomplish program goals. Proficient with computers.
- ***Successful Customer Service Background*** – Assertive in pursuing opportunities with tenacity to exhaust all possible avenues and available resources in order to provide high level of individual assistance. Assist with obtaining necessary information and analyze to determine individual's route to success through innovative use of resources. Effective skills of persuasion, presentation, and follow-up.
- ***Excellent Communication and Interpersonal Skills*** – Strong public speaking, platform presentation, and counseling skills. Prepare materials and present concepts with clarity and ease. Capable of effectively relaying technical and less tangible data to others of diverse educational, economic, and cultural backgrounds. Articulate and well-spoken. Establish and maintain positive rapport with clients while breaking down barriers preventing them from experiencing independence.

PROFESSIONAL EXPERIENCE . . .

Deputy Executive Director/ Director of Social Services-2012-present
Area Housing Commission, Pensacola, FL.

- Manage social service delivery, at a senior management level in support of residents in public housing/LHA
- Participate in strategic decision- making processes, including planning and policy development
- Provide timely and accurate completion of Social Services portion of, Resident Assessment Protocols, Community Service Program, Resident Care Plan, and Progress Notes as well as Social Services Assessment, and other forms as required by AHC/HUD in order to comply with federal and state regulations and facility policies and procedures.
- Assist residents and families with social, emotional, and family issues.
- Participate in resident care planning by identifying the social and emotional needs of the residents in accordance with the medical/social/psychological needs.
- Maintain progress notes for each resident as required by company policy and state and federal regulations, indicating response to the treatment plan and adjustment to facility life.
- Make referrals to support agencies when the need for such services is determined by the interdisciplinary team, keeping records of such referrals.
- Visit residents and perform needed services such as communicating with the family or friends, utilizing community resources, and informing the resident and/or legal representative of the Residents' Rights.
- Coordinate logistics and content for monthly Tenant Association meetings

PROFESSIONAL EXPERIENCE Continued . . .

- Coordinate resident unit changes for social/medical reason(s)
- Maintain contact with the resident, legal representative, and other family members approved by the resident or legal representative, involving them in the resident's total care and providing them with information on the resident's status as requested or appropriate.
- Promote favorable working conditions and relationships with, other departments, residents, family members, volunteers, agencies, and any other individual or group affiliated with AHC/LHA
- Assist in the education of the community regarding aging, rights of residents, facility services and other related topics-GED/Self Sufficiency/Home Ownership/Utility Companies
- Attend external in-service education programs in order to meet facility educational requirements.
- Being familiar with Standard Precautions, Exposure Control Plan, Fire Drill & Evacuation Procedures and Emergency Plan and know how to use the information.
- Performs other related work as assigned

HOME OWNERSHIP PROGRAM DIRECTOR – 1995 to 2012
Community Enterprise Investments Inc (CEII), Pensacola, FL

- Utilize years of community resource and agency networking and interaction to actively recruit groups and individuals to educate potential home buyers on all aspects of home ownership, credit, mortgage loans and available subsidies
- Obtain and analyze historical/current data to prepare and monitor reports for various funding sources/agencies
- Interact with lenders and local governmental staff to qualify buyers for financing and subsidy programs
- Assist in locating suitable lots for new construction of purchase and rental units
- Represents CEII throughout community and serves as ambassador for homeownership program through public speaking engagements
- Served as Community Development Officer 1995-1996 to recruit and engage members of community and neighborhood councils to maintain and strengthen CEII's community base. Assisted in neighborhood meetings and incentive programs while working with VP on housing development and management opportunities
- Oversee management operations of rental housing program of 200 units
- Prepare and submit all required reports and documentation within scheduled timelines

GOVERNMENT INSURER / AUDITOR – 1993-1994
Inland Mortgage, Atlanta, GA

- Analyzed financial information obtained from clients to determine strategies for meeting loan closing objectives ensuring accuracy for submittal to HUD and VA offices for mortgage insurance and loan guaranty certificates
- Answered clients' questions about purposes and details of financial plans and strategies
- Provided follow-up on missing documents or other information needed to complete process

CUSTOMER SERVICE REPRESENTATIVE – 1991 – 1993
General Motors Acceptance Corporation, Philadelphia, PA

- Served as telephone liaison fielding inquiries from homeowners concerning taxes, insurance and escrow accounts and ensured provision of accurate information resulting in favorable outcome resolutions
- Researched and analyzed financial information for clients in order to resolve or assist with credit inquiries or discrepancies
- Operated multiple databases to track and maintain confidential and sensitive information

ASSISTANT BRANCH MANAGER – 1985 – 1991
Liberty Bank, Glenside, PA

- Assisted in supervised daily branch operations including teller line, new accounts and vault operations
- Acted as Branch Manager when Manager not present
- Ensured staff compliance with policies and procedures to meet regulatory requirements
- Provided oversight of administration of human resource functions
- Conducted counseling on job performance and annual job personnel reviews
- Responded to customer inquiries or complaints in timely and effective manner
- Generated new business through cross-selling of products and services and external marketing efforts

• Represented bank at community events and business functions

SUPERVISOR / CUSTOMER SERVICE REPRESENTATIVE – 1985
Equibank, Philadelphia, PA
• Supervised 5 representatives and switchboard operator
• Functioned as Manager when directed
• Provided oversight of daily operations of office
• Opened new accounts, prepared Certificates of Deposit, other investment funds and disbursed loan funds
• Assisted customers with questions or issues regarding their accounts received via phone, walk-in contact and email or faxed correspondence
• Utilized computerized system for tracking, information gathering and Trouble shooting
• Prepared daily and monthly reports detailing work within each department

PROFESSIONAL DEVELOPMENT

- ***Business-Accounting*** • ***Housing Cost & Analysis***
- ***Certified Credit Counselor*** • ***Home Ownership Training***
- ***Completed "Leadership of Pensacola" (One-Year Course) Through Pensacola, FL Chamber of Commerce***

Community/Social Associations

- **Member and Treasurer of Sixth Avenue Missionary Baptist Church**
- ***Member of Delta Iota Omega Chapter of Alpha Kappa Alpha Society, Inc.***
- **Member of Governing Board of Commissioners for Area Housing Commission Public Housing Authority 1996-2012**
- **Member of Governing Board of Directors for Pensacola Habitat for Humanity 2011-2018**
- **Secretary of Board of Directors for West Florida Rehabilitation Foundation 1995-1997**

EDUCATION

Presently enrolled in the Executive Director's Education Program sponsored by the Public Housing Authorities Directors Association, (PHADA), in partnership with the Center for Government Services at Rutgers University, New Jersey.

- **Master of Science in Human Services, Capella University, Minneapolis, MN, March 2015**
- **Bachelor of Science in Psychology, Troy University, Troy, AL. October 2008**
- **Associate of Science in General Studies, Troy University, Pensacola, FL June 2007**

HOBBIES

Traveling, shopping, helping others and spending time with family and friends

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Monday, May 20, 2019 11:31 AM
To: Shamara J. Jernigan
Subject: Appointee Sought for Housing Finance Authority



Click HERE to View in Browser

Appointee Sought for Housing Finance Authority

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Housing Finance Authority. Appointees serve without compensation. Escambia residents interested in serving on the Escambia County Housing Finance Authority are asked to submit a resume and letter indicating their desire to serve by 5 p.m. Monday, June 17. Resumes should be submitted to Shamara Jernigan, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or BoardApply@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official meeting minutes and are subject to public records requests.

The Escambia County Housing Finance Authority was established in accordance with Florida law. The authority's duties are to assist in eliminating shortages of adequate housing, stop reoccurrence of slum conditions and stimulate employment and commerce. Knowledge in the area of labor, finance or commerce required. Authority members serve a four-year term of office. Financial disclosure is required.

Requirements:

- The authority's regular meetings are held the second Tuesday of every month and typically last between one to two hours (i.e. 24 hours annually). Board members are also required to attend special meetings that are occasionally called on an "as needed" basis in connection with proposed multi- and single-family financings.
- Board members must review various documents (official statements, trust statements, loan agreements, etc.) prior to each monthly meeting.

Preparation time generally ranges from one hour for a normal meeting, to four to six hours if there is a substantial item on the agenda.

- Board members are also required to be available for any bond issue closings that occur during the year and to also make time during the month to consult with the executive director (and/or be available to sign documents, checks, etc.) as needed in connection with routine authority business.
- Board members are also strongly encouraged to participate in various educational workshops and conferences sponsored by the National and Florida Associations of Local Housing Finance Authorities (approximately two a year) in an effort to stay abreast of emerging trends and changes to all the various laws and regulations in the housing finance and municipal finance industries (such as their due diligence responsibilities before approving a bond issue, SEC/MSRB regulations, disclosure responsibilities, etc.) that impact the authority's mission of providing safe, decent and affordable housing.

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Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16382 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: CareerSource Escarosa Board Appointment
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Tonya Green, Neighborhood & Human Services Director

That the Board confirm the new appointment of Russell Green, Service Manager, Barnes Electric Company, to satisfy the apprenticeship requirement to the CareerSource Escarosa Board of Directors. Mr. Russell's term will begin July 1, 2019, and will end on June 30, 2022.

BACKGROUND:

In accordance with Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 (ii), requires the Board to have a representative of a labor organization or training director, from a joint labor-management apprenticeship program, or if no such joint program exist in the area, such a representative of an apprenticeship program in the area, if such a program exists.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Neighborhood & Human Services Department in the submission of this request.

Attachments

CareerSource Escarosa Appointment Green

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

June 5, 2019

Lumon J. May, Chairman
Escambia County Board of County Commissioners
221 Palafox Street, Suite 400
Pensacola, FL 32502

Dear Chairman May:

In accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, we are required to have an apprenticeship program representative on the Board.

Mr. Russell Green has been recommended by the Pensacola Electrical Apprenticeship College GNJ to satisfy the apprenticeship requirement on the CareerSource Escarosa Board of Directors.

We therefore, respectfully request the appointment of Mr. Russell Green to the Board.

Please let me know if you have questions or require additional information. As always, thank you for assisting us with CareerSource Escarosa Board membership requirements.

Best regards,

Sheryl Rehberg

Chief Executive Officer

SR/js

Enclosure

WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): ✓ **Small Business (less than 500 employees)**

____ Minority Owned

Name: Russell Green
Business Name: Barnes Electric Company
Address: 101 West Burgess Road
Pensacola, FL 32503

Title: Service Manager

Phone No.: 438-1715
FAX No.: 438-3213
E-Mail Address: rpgreen@barneselec.com
Cell Phone No.: 336-2982

Home Address: 2019 Jason Drive
Cantonment, FL 32533

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
✓ Male	____ Black	✓ White	____ Yes	✓ < 55	____ Yes
	____ Asian	____ Ameri. Indian			
____ Female	____ Hispanic	____ Other	✓ No	____ 55 OR >	✓ No

Community Organization Memberships

N/A

Board Memberships

President - Electrical Contractor Association
Treasurer - Electrical Apprentiship Committee

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

Enjoy serving on boards that my expierence, guidence can make a difference in someones life or career choices.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No ✓

RUSSELL GREEN

2019 Jason Drive, Cantonment, FL 32533 | H: 850-336-2982 | auburnfanone436@gmail.com

SUMMARY

Skilled Service Manager knowledgeable about retail and construction. Highly effective at driving quality and service improvements to cultivate loyal, satisfied customers.

SKILLS

- Team building.
- Customer relations

EXPERIENCE

04/2006 to Current — **Service Manager**
Barnes Electric Co — Pensacola, FL
Started as field technician completing assigned work orders.Moved into office as Purchasing Manager,now serving as the Service Manager.Incharge of ten technicians making sure on a daily basis that scheduling and work orders are being complete and in a timely manner with complete customer satisfaction.The main goal was to model expected customer service to promote customer satisfaction and retention.Also hired trained technicians and monitored performance of all technicians.Resolved customer issues by provididing timely and effective solutions.Reported forcasted goals and objectives for the department and worked very hard to meet those goals.

01/2000 to 01/2006 — **General Merchandise Manager**
Albertsons Companies — Pensacola, FL
Assisted the store director in daily operations.Directed a team of associates focused on the department and store .Resolved any discrepancies on the spot to insure customer retention and satisfaction.

EDUCATION AND TRAINING

2009 — **Electrical Construction**: Construction
George Stone Area Vocational-Technical Center — Pensacola, FL

1995 — **Associate of Arts**: Building Construction
Pensacola State College — Pensacola, FL

ACCOMPLISHMENTS

PRESIDENT-ELECTRICAL CONTRACTOR ASSOCIATION
TREASURER-ELECTRICAL APPRENTISHIP

CERTIFICATIONS

OSHA SAFEYT CERTIFICATION
CPR CERTIFICATION

Pensacola Electrical
Apprenticeship College GNJ
George Stone Technical Center
2400 Longleaf Drive, Room 206-A
Pensacola, Florida 32526
Ph. 850-941-6200 ext. 2183 ❖ Fax: 850-941-6215
mkelson@escambia.k12.fl.us

June 4, 2019

Sheryl Rehberg
Chief Executive Officer
CareerSource Escarosa
3670-2A North "L" Street
Pensacola, Florida 32505

RE: Worforce Board appointment

Dear Sheryl,

We are pleased to recommend Mr. Russell Green as Pensacola Electrical Apprenticeship College's representative to the local Workforce Development Board, CareerSource Escarosa. Mr. Green's recommendation was approved at our May 16th meeting. We feel certain he will represent our industry very well and be an asset to the Board.

Please advise if you need have any questions or need additional information.

Sincerely,

Wayne Gill, Chairman

the requirements of the provision involved, gross negligence, or failure to comply with accepted standards of administration.

29 USC 3122.

SEC. 107. LOCAL WORKFORCE DEVELOPMENT BOARDS.

Certification.

(a) ESTABLISHMENT.—Except as provided in subsection (c)(2)(A), there shall be established, and certified by the Governor of the State, a local workforce development board in each local area of a State to carry out the functions described in subsection (d) (and any functions specified for the local board under this Act or the provisions establishing a core program) for such area.

(b) MEMBERSHIP.—

(1) STATE CRITERIA.—The Governor, in partnership with the State board, shall establish criteria for use by chief elected officials in the local areas for appointment of members of the local boards in such local areas in accordance with the requirements of paragraph (2).

(2) COMPOSITION.—Such criteria shall require that, at a minimum—

(A) a majority of the members of each local board shall be representatives of business in the local area, who—

(i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;

(ii) represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and

(iii) are appointed from among individuals nominated by local business organizations and business trade associations;

(B) not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who—

(i) shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;

(ii) shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;

(iii) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(iv) may include representatives of organizations that have demonstrated experience and expertise in

addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

(C) each local board shall include representatives of entities administering education and training activities in the local area, who—

(i) shall include a representative of eligible providers administering adult education and literacy activities under title II;

(ii) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);

(iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

(D) each local board shall include representatives of governmental and economic and community development entities serving the local area, who—

(i) shall include a representative of economic and community development entities;

(ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;

(iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;

(iv) may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and

(v) may include representatives of philanthropic organizations serving the local area; and

(E) each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

(3) CHAIRPERSON.—The members of the local board shall elect a chairperson for the local board from among the representatives described in paragraph (2)(A).

(4) STANDING COMMITTEES.—

(A) IN GENERAL.—The local board may designate and direct the activities of standing committees to provide information and to assist the local board in carrying out activities under this section. Such standing committees shall be chaired by a member of the local board, may include other members of the local board, and shall include other individuals appointed by the local board who are not members of the local board and who the local board determines have appropriate experience and expertise. At a minimum, the local board may designate each of the following:

(i) A standing committee to provide information and assist with operational and other issues relating

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16421 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: HUD Environmental Review for Continuum of Care Program
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the U.S. Department of Housing and Urban Development Environmental Review for Continuum of Care Programs - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the U.S. Department of Housing and Urban Development (HUD) Environmental Reviews for Continuum of Care Programs:

A. Authorize the County to be the responsible entity for select HUD Environmental Reviews for Continuum of Care Programs;

B. Authorize the Neighborhood Enterprise Division to complete these reviews; and

C. Authorize the County Administrator to sign the HUD review documents.

BACKGROUND:

HUD requires local homeless Continuum of Care (COC) programs to undertake National Environmental Policy Act (NEPA) reviews for its projects. The only agencies that can serve as responsible entities under 24 CFR Part 58 are either the local government or HUD. The environmental reviews must be performed before any funds can be expended on a HUD project. The local COC and HUD inquired as to whether the County can undertake these reviews again this year for Fiscal Year (FY) 2018 projects. Last year the County served as responsible entity for four projects receiving COC funds. The BCC approved Neighborhood Enterprise performing the FY 2017 reviews last year on 6/21/18. These reviews are good for multiple years provided that there is not a change in the scope of the project.

This Recommendation will cover Project90 Pensacola, a new project for 2019, which will entail tenant based rental assistance for chronically homeless clients, supportive services, and some office leasing costs for the agency. COC funding does not come to the County, but comes directly to the homeless agencies from HUD. The form to be

signed by the County Administrator is provided.

BUDGETARY IMPACT:

N/A. The Continuum of Care funding does not come through the County, but is directly granted to COC agencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Neighborhood Enterprise Division (NED) staff has completed the environmental review for this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board authorization is required for the County Administrator to sign off on the Environmental Review record for this COC project as prepared by NED staff.

IMPLEMENTATION/COORDINATION:

If approved by the Board, NED will coordinate with 90Works and Opening Doors Northwest Florida to finalize the environmental review and subsequent submission to HUD.

Attachments

ERR COC 90Works

U.S. Department of Housing and Urban Development

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Continuum of Care Leasing or Rental Assistance Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)(5)

This CoC Limited Scope Review Format is to be used **only** for leasing or rental assistance activities without any associated repairs, rehabilitation, new construction, or other activities with physical impacts funded under the Continuum of Care (CoC) program.

Certain fields have been completed already based on the specifics of these program activities. It is the Responsible Entity's responsibility to ensure that all required fields (those marked with an asterisk) and analysis are completed.

Project Information

***Project Name:** Project90 Pensacola

***Responsible Entity:** Escambia County

Grant Recipient (if different than Responsible Entity): 90 Works

State/Local Identifier:

***Preparer:** Christine Crespo, Escambia County, Neighborhood Enterprise Division

***Certifying Officer Name and Title:** Janice Gilley, County Administrator

Consultant (if applicable): N/A

***Project Location:** Escambia County, FL
Site Specific for Leasing Office: 115 Gregory Square, Pensacola, FL 32502

***Description of the Proposed Project** [24 CFR 58.32; 40 CFR 1508.25]**:**

90Works proposes to serve 100% chronically homeless populations that live in Escambia County, Florida. Project funding will support supportive services, office leasing, and *tenant based* rental assistance. One Case Manager (.5FTE) will serve 12 chronically homeless individuals, households with children, and/or unaccompanied youth. The case manager will provide support services to include case management, employment services (job readiness, job placement and budgeting), life skills, housing counseling and referral resources for transportation and health coverage and access to a provider. The project will also provide tenant based rental assistance for 5 chronically homeless; SSVF funding

will provide rental assistance for the other 7 households. COC funding will also provide partial office leasing funds at 115 Gregory Square, Pensacola, FL.

***Level of Environmental Review Determination:**

☒ Tenant Based Rental Assistance Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): As such, tenant-based leasing and rental assistance projects are categorically excluded from NEPA, and subject only to the Federal laws and authorities listed in 24 CDR 58.6.

☒Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5, per 24 CFR 58.35(a)(5): Supportive services and leasing office space.

Funding Information

*Grant Number	*HUD Program	*Funding Amount
FL0734L4H111800	Continuum of Care (CoC)	$97,515

***Estimated Total HUD Funded Amount:** $97,515

***Estimated Total Project Cost** (HUD and non-HUD funds): $128,515

Match will be provided through Veterans Administration Supportive Services for Veteran Families (SSVF) for $31,000

Compliance with 24 CFR 58.5 and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits or approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the HUD's Airport Hazard regulations without further evaluation.

This format is to be used for leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	No units may be rented within a Coastal Barrier Resource Unit. Each unit located in a coastal county will be checked by the Grant Recipient against the US Fish and Wildlife Service's Coastal Barrier Resource System Mapper to ensure that no units are rented in Coastal Barrier Resource Units. Leasing office is not located in a Coastal Barrier. (Exhibit I – Coastal Barrier Map)
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Leasing office is not located in a Flood Zone. Area is zoned as X Tenant Based Rental Assistance - It is not anticipated that there will be 5 or more units clustered in one location in a SFHA, which therefore falls under the exception category at 24 CFR 55.12(b)(5). Therefore, flood insurance is recommended but not required. The project is in compliance with the National Flood Insurance Program without further evaluation. (Exhibit II – FEMA FIRMETTE)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Clean Air Act without further evaluation.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Coastal Zone Management Act without further evaluation.
Contamination and Toxic Substances 24 CFR 58.5(i)(2)	Yes ☐ No ☒	Contamination and toxic substances were evaluated for the leasing office. Two brownfield areas were identified: 1. Escambia County School Board Property (201 W Garden St, Pensacola, FL 32501) 2. 519 N Palafox St, Pensacola, FL 32501

		Upon review and additional information acquired by Escambia County's Environmental Program Manager (Glenn Griffith) it has been determined that neither of the brownfield sites will have adverse impact to the leasing site. The project is in compliance with contamination and toxic substances requirements. Tenant based rental assistance being provided, but no clusters of 5 or more units are anticipated. (Exhibit III - Letters and maps)
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Endangered Species Act without further evaluation.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with HUD's Explosive and Flammable Hazards standards without further evaluation.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Farmland Protection Policy Act without further evaluation.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes ☐ No ☒	Office space being leased at 115 Gregory Sq. is not within a coastal high hazard area or a floodplain. Area is zoned as X (EXHIBIT II – FEMA FIRMETTE) It is not anticipated that there will be 5 or more units clustered in one location. Even though HUD discourages use of funds located within a 100-year flood plain it does not prohibit it. For leasing or rental assistance within buildings of one to four units: While the department will not deny assistance to projects of four or fewer existing units in a floodplain solely on its location in a floodplain, HUD strongly recommends that grantees choosing to place people in these areas encourage participants

		to maintain personal flood insurance for contents. The 8-Step process is not required. This project does not occur in a floodplain. The project is in compliance with Executive Order 11988.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes ☐ No ☒	HUD has determined that leasing and rental assistance with no associated repairs, rehabilitation, or other activities with physical impacts has No Potential to Cause Effects under 36 CFR 800.3(a)(1) (see Appendix A). Therefore, this project is in compliance with Section 106 of the National Historic Preservation Act without further obligations.
Noise Abatement and Control 24 CFR Part 51 Subpart B	Yes ☐ No ☒	This project consists only of leasing or rental assistance. HUD's Noise standards do not apply.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Safe Drinking Water Act without further evaluation.
Wetlands Protection Executive Order 11990, particularly sections 2 and 5; 24 CFR Part 55 wetlands provisions	Yes ☐ No ☒	This project consists only of leasing or rental assistance without any new construction. Executive Order 11990 and Part 55 wetlands provisions do not apply to projects that do not involve new construction in a wetland.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	This project consists only of leasing or rental assistance and is in compliance with the Wild and Scenic Rivers Act without further evaluation. There are no Wild and Scenic Rivers in Escambia County.
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes ☐ No ☒	This project is rental assistance support for 12 beds for chronically homeless households, with supportive services and office leasing administrative support provided as well. No adverse affect is anticipated for low income or minority populations.

This format is to be used for leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Mitigation Measures and Conditions

Summarize below all mitigation measures either taken or required as a condition of approval of the project by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

***Determination:**

☒ This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down** for this (now) EXEMPT project; OR

☐ This categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF, submit RROF (HUD 7015.15), and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR

☐ This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature:

_____ Date 6/28/19

Name/Title/Organization: Christine Crespo/Compliance Coordinator/Neighborhood Enterprise Division

Responsible Entity Agency Official Signature:

_____ Date:_____

Name/Title: Janice P. Gilley, County Administrator

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

This format is to be used for leasing or rental assistance activities funded under the Continuum of Care (CoC) program only.

Appendix A –

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

FEB 20 2014

MEMORANDUM FOR: CPD Division Directors
Regional Environmental Officers

FROM: Danielle Schopp, Director, Office of Environment and Energy, DGE

SUBJECT: Determination that Continuum of Care (CoC) Leasing and Rental Assistance with no associated physical building activities have "No Potential to Cause Effects" under Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800

The U.S. Department of Housing and Urban Development (HUD) has determined that leasing and rental assistance activities in the Continuum of Care (CoC) Program that include no maintenance, repairs, or rehabilitation to the leased or rented properties have "No Potential to Cause Effects," as described in 36 CFR 800.3(a)(1). These leasing and rental assistance activities provide transitional or permanent housing for the homeless in existing scattered site buildings with no associated physical changes to the buildings, and have no potential to cause effects on historic properties, assuming such properties were present. Neither HUD nor the grantees participating in the CoC Program have any further obligations for these projects under Section 106 of the National Historic Preservation Act (Section 106) or 36 CFR Part 800. No consultation with the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), or other interested parties is required.

A copy of this memorandum in the Environmental Review Record for a qualifying individual CoC project will document compliance with Section 106, 36 CFR Part 800, 24 CFR Part 50, and 24 CFR Part 58 regarding historic properties.

Leasing and rental assistance with associated unit or building repairs, rehabilitation, or new construction do not qualify for the treatment described in this memo. Likewise, other types of projects participating in the CoC Program, including repairs, rehabilitation, and new construction, do not qualify for the treatment described in this memo. These activities must be fully reviewed under the Section 106 process, including consultation with a SHPO, THPO and/or tribal authority, interested parties and the public, to aid HUD or the Responsible Entity in making an effect determination.

Please direct any questions regarding this memorandum to Nancy E. Boone, Federal Preservation Officer, at Nancy.E.Boone@hud.gov or 202-402-5718.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16462 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/18/2019
Issue: Authorization to Sign Commitment Letters for Down Payment Assistance Programs
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Sign Commitment Letters for Down Payment Assistance Programs - Tonya Green, Neighborhood & Human Services Department Director

That the Board authorize the Neighborhood Enterprise Division Manager or Neighborhood & Human Services Department Director to sign commitment letters for buyers receiving down payment assistance through the HOME Investment Partnerships Act (HOME) or State Housing Initiatives Partnership (SHIP) Programs to satisfy FHA lending requirements.

BACKGROUND:

On April 18, the U.S. Department of Housing and Urban Development (HUD) issued Mortgagee Letter 19-06 (ML 19-06-Exhibit I) to clarify documentation needed from governmental entities that are providing down payment assistance to buyers receiving FHA insured mortgages. Buyers using FHA loans must contribute a minimum required investment (MRI) of 3.5% of the home's purchase price, but FHA does allow this MRI to come from down payment assistance programs provided by government entities. Escambia County, jointly with the City of Pensacola, provides down payment and closing cost assistance for income eligible homebuyers through federal HOME and/or state SHIP funding and holds second mortgages on these loan amounts provided to help homebuyers purchase an affordable home. Approximately 100 homebuyers per year are assisted through these homebuyer programs, with the majority of buyers using a FHA loan.

Authorization for the provided commitment letter (Exhibit II) to be signed by the Neighborhood Enterprise Division Manager or Neighborhood & Human Services Department Director will allow for a commitment letter to be provided to the homebuyer and first mortgage lender in a timely fashion as needed for each homebuyer's loan application for the primary lender and meet the updated commitment letter requirements outlined in ML 19-06. The commitment letter contains information certifying the amount

of secondary financing to be provided, that the funds belong to the County HOME or SHIP programs, that the property being purchased is located in Escambia County, and that provision of the assistance is not contingent on some future transfer of the mortgage.

BUDGETARY IMPACT:

Funds for the SHIP program are budgeted in Fund 120 and funds for the HOME program are budgeted in Fund 147. Since the majority of buyers using the SHIP or HOME down payment/closing cost programs utilize FHA insured primary mortgages, an updated commitment letter must be provided so County down payment funds can be utilized.The commitment letter will be used for FHA case numbers assigned on or after July 23, 2019, as specified in Mortgagee Letter 2019-07.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office has reviewed this Recommendation. Stephen West, Senior Assistant County Attorney, is providing a separate legal opinion letter also required to be provided to lenders by ML 19-06.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

ML 19-06 requests a commitment letter "signed by an authorized government official." The Board must authorize who should sign the mortgage commitment letters.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) staff will continue to implement homebuyer programs in coordination with City of Pensacola Housing staff.

Attachments

Ex I HUD ML 19-06 & ML 19-07

Ex II DPA Commitment Letter

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Date: April 18, 2019

To: All FHA-Approved Mortgagees
All Direct Endorsement Underwriters
All FHA Roster Appraisers
All FHA-Approved 203(k) Consultants
All HUD-Approved Housing Counselors
All HUD-Approved Nonprofit Organizations
All Governmental Entity Participants
All Real Estate Brokers
All Closing Agents

Mortgagee Letter 19-06

Subject	Downpayment Assistance and Operating in a Governmental Capacity
Purpose	The purpose of this Mortgagee Letter is to clarify documentation requirements that FHA-approved Mortgagees must satisfy when originating a mortgage for a Borrower using funds from another person or entity to satisfy a portion or all of the Minimum Required Investment (MRI), including specific documentation that adequately demonstrates the existing requirement that Governmental Entities are operating in their governmental capacity when providing downpayment assistance pursuant to the December 5, 2012 Interpretive Rule.
Effective Date	This guidance is effective for case numbers assigned on or after April 18, 2019, and will be incorporated into a forthcoming update of the HUD Single Family Housing Policy Handbook 4000.1 (Handbook 4000.1).
Public Feedback	We welcome feedback from all interested parties. To provide feedback on this policy document, please send comments to the FHA Resource Center at answers@hud.gov.

Affected Programs

This guidance applies to transactions where a person or entity is providing any portion of a Borrower's MRI.

Background

HUD has long sought to strike the appropriate balance between making FHA-insured mortgages available to qualified borrowers and reducing programmatic risk. In addition, the National Housing Act has included specific provisions designed to mitigate risk by requiring the borrower to provide a minimum cash investment to purchase a property with FHA-insured financing and, since 2008, by prohibiting certain sources from providing funds to the borrower to satisfy this Minimum Required Investment (MRI). On December 5, 2012 at 77 F.R.72219, HUD published an Interpretive Rule "Prohibited Sources of Minimum Cash Investment Under the National Housing Act" (Interpretive Rule) to explain how HUD interprets these MRI requirements when funds are being provided by Governmental Entities, namely Federal, State, local governments and their agencies or instrumentalities. As explained in the Interpretive Rule, Housing Finance Agencies provide various services to assist citizens within their jurisdictions in attaining affordable housing options. This ML clarifies documentation requirements regarding the provision of downpayment assistance within the jurisdictions of governmental entities by providing clarification of documentation requirements to demonstrate compliance.

FHA's current handbook requires Mortgagees to confirm that a Governmental Entity is operating in its governmental capacity but, except for requiring a source of funds letter, does not specify the necessary documentation that demonstrates support for such a conclusion. It has come to FHA's attention that certain Governmental Entities may be acting beyond the scope of any inherent or granted governmental authority in providing funds towards the Borrower's MRI in circumstances that would violate Handbook 4000.1, the National Housing Act, and is contrary to established law. In reviewing its current documentation requirements for Mortgagees, FHA has determined that those requirements should be clarified to provide Mortgagees with specific guidance regarding documentation that will give greater assurances that the standards for providing the MRI have been satisfied by the Governmental Entity.

Continued on next page

Mortgagee Letter 19-06,

Summary of Changes

This Mortgagee Letter clarifies the documentation requirements for Mortgagees to confirm that Governmental Entities providing gifts or secondary financing, or both, towards the Borrower's MRI are doing so consistent with FHA requirements, section 203(b)(9) of the NHA, and established law.

This Mortgagee Letter will update Handbook 4000.1 sections II.A.4.d.ii, Source Requirements for the Borrower's Minimum Required Investment (TOTAL), and section II.A.5.c.ii, Source Requirements for the Borrower's Minimum Required Investment (Manual).

4000.1 Single Family Housing Policy Handbook

Source Requirements for the Borrower's Minimum Required Investment II.A.4.d.ii (TOTAL) and II.A.5.c.ii (Manual).

(A) Definitions

Minimum Required Investment (MRI) refers to the Borrower's contribution in cash or its equivalent required by Section 203(b)(9)(A) of the National Housing Act, which represents at least 3.5 percent of the Adjusted Value of the Property.

(B) Standard

The Mortgagee must ensure that the Borrower's MRI is from a permissible source and meets the following requirements.

The Mortgagee must ensure that the source of funds for the Borrower's MRI to be provided fully complies with the Source Requirements for the Borrower's Minimum Required Investment.

The Mortgagee must ensure that no portion of the Borrower's MRI is provided by:

(1) the seller of the Property;
(2) any other person or Entity who financially benefits from the transaction (directly or indirectly); or
(3) anyone who is or will be reimbursed, directly or indirectly, by any party included in (1) or (2) above.

While additional funds to close may be provided by one of these sources if permitted under the relevant Sources of Funds (II.A.4.d.iii (TOTAL) and II.A.5.c.iii (Manual)) requirements, none of the Borrower's MRI may come from these sources.

(1) Special Requirements for Family Members

A Family Member may provide the Borrower's MRI in accordance with Section 203(b)(9)(B) of the National Housing Act.

4000.1 Single Family Housing Policy Handbook, Continued

(2) Special Requirements for Government Entities

In accordance with the Prohibited Sources of Minimum Cash Investment Under the National Housing Act – Interpretive Rule, HUD does not interpret Section 203(b)(9)(C) of the National Housing Act to prohibit Governmental Entities, when acting in their governmental capacity, from providing the Borrower's MRI where the Mortgage is being originated as part of a Governmental Entity homeownership program.

(C) Required Documentation

Where any portion of the Borrower's MRI is provided by a person or entity other than the Borrower, the Mortgagee must also obtain documentation to support the permissible nature of the source of those funds.

The Mortgagee must document that all portions of the Borrower's MRI come from an acceptable Source of Funds (II.A.4.d.iii (TOTAL) and II.A.5.c.iii (Manual)) in accordance with both the source requirements for the specific type of funds used, and the specific documentation requirements under the additional Source Requirements for the Borrower's MRI set forth in this section.

Governmental Entity Funds

The Mortgagee must document that the Borrower's MRI was provided by the Governmental Entity, as either a gift or through Secondary Financing, in a manner consistent with the National Housing Act and the additional provisions of this section. The Mortgagee must document that the Governmental Entity incurred prior to or at closing an enforceable legal liability or obligation to fund the Borrower's MRI in its governmental capacity. It is not sufficient to document that the Governmental Entity has agreed to reimburse the Mortgagee for the use of funds legally belonging to the Mortgagee to fund the Borrower's MRI.

4000.1 Single Family Housing Policy Handbook, Continued

The Mortgagee must obtain:

- for federal, state or local government agencies, a copy of documentation from a jurisdiction in which the Property is located, which granted governmental authority to the entity;
- a legal opinion signed and dated within two years of closing of the transaction by attorneys for the Governmental Entity stating:
  - the attorney has reviewed the Governmental Entity's downpayment assistance program; and
  - either
    - the Governmental Entity is considered within the jurisdiction in which the Property is located to be either a federal, state (as defined in Section 201(d) of the National Housing Act (12 U.S.C. §1707(d)), or local government or agency or instrumentality thereof, as provided in Section 528 of the National Housing Act (12 U.S.C §1735f-6), and 24 CFR 203.32(b) and further clarified in the *SF Handbook*.;
    - the Governmental Entity is a federally recognized Indian Tribe operating on tribal land in which the Property is located or to enrolled members of the tribe; or
    - the Governmental Entity is a Federal Home Loan Bank;
- evidence that the downpayment assistance is being provided by the Governmental Entity by collecting either:
  - a letter from the Governmental Entity, signed by an authorized government official, establishing that the funds provided towards the Borrower's MRI were provided in the Governmental Entity's governmental capacity in the jurisdiction in which the Property is located consistent with its downpayment assistance program and that the provision of such funds is not contingent upon any future transfer of the insured Mortgage to a specific entity, and a canceled check, evidence of wire transfer or other draw request showing that prior to or at the time of closing the Governmental Entity had authorized a draw of the funds provided towards the Borrower's MRI from the Governmental Entity's account; or
  - a letter from the Governmental Entity, signed by an authorized official, establishing that the funds provided towards the Borrower's MRI were funds legally belonging to the Governmental Entity and were provided in the Governmental Entity's governmental capacity in the jurisdiction in which the Property is located or for the federally recognized Indian Tribe's enrolled member, consistent with its downpayment assistance program, at or before closing. The letter must make

4000.1 Single Family Housing Policy Handbook, Continued

clear that the provision of the downpayment assistance is not contingent upon any future transfer of the insured Mortgage. Where such a letter from the Governmental Entity is submitted, the precise language of the letter may vary, but must demonstrate that the funds provided for the Borrower's MRI legally belonged to the Governmental Entity at or before closing, by stating:

- the Governmental Entity has, at or before closing, incurred a legally enforceable liability as a result of its agreement to provide the funds towards the Borrower's MRI;
- the Governmental Entity has, at or before closing, incurred a legally enforceable obligation to provide the funds towards the Borrower's MRI; or
- the Governmental Entity has, at or before closing, authorized a draw on its account to provide the funds towards the Borrower's MRI.

The Mortgagee must either document the actual transfer of funds in satisfaction of the obligation or liability by the Governmental Entity prior to the submission of the Mortgage for insurance or obtain documentation of the satisfaction of the obligation or liability by the Governmental Entity after submission and maintain such documentation in the Mortgagee's files.

The failure of the Mortgagee to demonstrate the downpayment assistance provider has transferred the funds, the failure of the Governmental Entity to satisfy the obligation or liability, or any demand for reimbursement or indemnification for such funds by the Governmental Entity may call into question whether FHA requirements have been met and result in a determination that the funds were, in fact, provided by a prohibited source.

Paperwork Reduction Act

The information collection requirements contained in this document are approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2502-0059. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless the collection displays a currently valid OMB control number.

Questions

For additional information on this ML, please visit www.hud.gov/answers or call the FHA Resource Center at 1-800-CALLFHA (1-800-225-5342). Persons with hearing or speech impairments may reach this number via TTY by calling the Federal Relay Service at 1-800-877-8339.

Signature

Brian D. Montgomery
Assistant Secretary for Housing
-Federal Housing Commissioner

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Date: April 25, 2019

Mortgagee Letter 2019-07

To	All FHA-approved Mortgagees All Direct Endorsement Underwriters All FHA Roster Appraisers All FHA Roster Inspectors All FHA-approved 203(k) Consultants All HUD-approved Housing Counselors All HUD-approved Nonprofit Organizations All Governmental Entity Participants All Real Estate Brokers All Closing Agents
Subject	Extension of the Effective Date of Mortgagee Letter 2019-06, *Downpayment Assistance and Operating in a Governmental Capacity*
Purpose	This Mortgagee Letter announces an extension of the effective date of Mortgagee Letter 2019-06. This extension will allow time for Governmental Entities to prepare the documentation described in Mortgagee Letter 2019-06.
Effective Date	The extension described in this Mortgagee Letter is effective as of April 18, 2019, the original publication date of ML 2019-06.
Description of Changes	This Mortgagee Letter extends the effective date for ML 2019-06. The guidance provided in ML 2019-06 will be effective for case numbers assigned on or after July 23, 2019, rather than the originally published effective date of April 18, 2019.
Information Collection Requirements	The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2502-0059. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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Questions

For additional information, please visit www.hud.gov/answers or call FHA's Resource Center at 1-800-CALLFHA (1-800-225-5342). Persons with hearing or speech impairments may reach this number via TTY by calling the Federal Relay Service at 1-800-877-8339.

Signature

John L. Garvin
General Deputy Assistant Secretary for Housing

July 5, 2019 EXHIBIT I

Re: **Down Payment Assistance Commitment Letter**
Escambia County and City of Pensacola Second Mortgage Assistance

Borrower: *NAME*
Property Address: *Address*
FHA Case Number: *#XXX-*
Second Mortgage Loan Amount: *not to exceed $7,500 (SHIP) or $12,500 (HOME)*
Second Mortgage Loan Terms: *0% Interest, 5 year forgivable loan repayable at 1/5 of the loan amount for each full year remaining in the Loan Period upon occurrence of an action triggering repayment per terms of the Mortgage and Promissory Note*

Dear First Mortgage Lender,

This letter is to document program compliance with FHA requirements applicable to Secondary Financing (Second Loans) as provided by governmental entities, as outlined in HUD Mortgagee Letters #2013-14 and #2019-06. The Escambia County Attorney's office has provided a separate letter dated July XX, 2019 that satisfies that requirements of ML #2019-06. Escambia County and the City of Pensacola are both local government entities, with Escambia County being a political subdivision of the State of Florida and the City of Pensacola being a municipal corporation chartered in the State of Florida. Escambia County and the City of Pensacola jointly administer down payment assistance programs within Escambia County, with Escambia County serving as the fiscal agent and the City of Pensacola serving as the administering agency.

Under the County/City Second Mortgage Assistance program, Escambia County has, at or before closing, authorized a draw on its account to provide its own funds for the borrower's Minimum Required Investment and the provision of said funds is not contingent upon any future transfer of the First Mortgage. All funds provided by the County towards the Borrower's Minimum Required Investment are funds legally belonging to the County. Down payment assistance funds are only provided to properties located within Escambia County, Florida. These funds are extended as a second mortgage loan held by Escambia County/City of Pensacola, repayable as indicated above.

This letter is issued based on the Borrower meeting all requirements related to FHA financing and County/City down payment assistance program guidelines. Should you require any additional information, please do not hesitate to contact me via e-mail at: mareeves@myescambia.com or phone at 850.595.4968.

Sincerely,

Meredith Reeves, Neighborhood Enterprise Division Manager
Neighborhood & Human Services Department

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16423 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Federal Elections Security Grant Funds FY 2018/2019
From: David Stafford, Supervisor of Elections
Organization: Escambia County Super. of Elections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Federal Elections Security Grant Funding for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board authorize the Chairman to sign the Certificate of Equipment for Casting and Counting Ballots.

In order to receive the Federal Elections Security funds, the Legislature has required that the Chairman of the Board of County Commissioners certifies that prior to the receipt and use of funds for the purchase of State-approved or certified emerging or enhancing software or hardware technology, the County has purchased and made available sufficient equipment for casting and counting ballots for the next regularly scheduled general election.

BACKGROUND:

Pursuant to the Appropriations Act of 2018 enacted on March 23, 2018, $380 million in grants were allocated to States to improve the administration of elections for Federal office for Fiscal Year 2018-2019. These funds were distributed to the Supervisor of Elections pursuant to a formula subscribed in Sections 101 and 1043 of the Help America Vote Act (HAVA) of 2002 (Public Law 107-252). Of the original $15,450,000 allocation, a total of $2,344,003 was either not requested by Sub-recipients or was returned, with interest, unspent in a prior distribution of grant funds. These unrequested and returned funds remain available to Sub-recipients, pending the submission of this revised Grant Agreement.

BUDGETARY IMPACT:

In order to receive the federal election security funds, the Legislature has required the Chairman of the Board of County Commissioners certifies that prior to the receipt and use of funds for the purchase of State-approved or certified (which ever is applicable) emerging or enhancing software or hardware technology, the County has purchased and made available sufficient equipment for casting and counting ballots to meet the needs

of County electors for the next regularly scheduled general election.

LEGAL CONSIDERATIONS/SIGN-OFF:

The documentation has been reviewed and approved by the County Legal Department.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

No County Supervisor of Elections shall receive funds pursuant to the Agreement until the Board of County Commissioners certifies to the Department of State the Certificate of Equipment of Equipment for Casting and Counting Ballots.

IMPLEMENTATION/COORDINATION:

This Agreement will be implemented by the Supervisor of Elections.

Attachments

Memorandum of Agreement

Attachment A

Attachment B

Certificate of Equipment for Casting and Counting Ballots

MEMORANDUM OF AGREEMENT

FOR ELECTIONS SECURITY GRANT UNDER THE HELP AMERICA VOTE ACT

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and David H. Stafford Supervisor of Elections ("Sub-recipient") for Escambia County, Florida. This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

Pursuant to the Omnibus Appropriations Act of 2018 enacted on March 23, 2018, $380 million in grants were allocated to States to improve the administration of elections for Federal office, including to enhance technology and make certain election security improvements. Through a formula described in Sections 101 and 1043 of the Help America Vote Act (HAVA) of 2002 (Public Law 107-252), Florida was allocated $19,187,003. The State's non-federal match requirement for this award is $959,350 (5% of the Federal funds) to be satisfied over a two-year period.

Of the $19,187,003 distributed to the State of Florida, the Florida Legislative Budget Committee authorized the Department of State to distribute among Florida's 67 county Supervisors of Elections ("Sub-recipients" hereinafter) a sum total of fifteen million, four hundred and fifty thousand dollars and no cents ($15,450,000) in non-recurring funds. This authorization is made pursuant to section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 ("Help America Vote Act Requirements Payments").

Of the original $15,450,000 allocation, a total of $2,344,003 was either not requested by Sub-recipients or was returned, with interest, unspent in a prior distribution of grant funds. These unrequested and returned funds remain available to Sub-recipients, pending the submission of this revised grant agreement.

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work

Funds provided under this agreement shall be used to reimburse Sub-recipients for the purchase of goods and services which were used to enhance election security for the 2018 election cycle and/or to continue improvements to election security. The allowable expenses and the timeline by when requests must be submitted and funds must be spent are described in greater detail in the table in subsection B.

The amount that each eligible Sub-recipient may receive for reimbursements for allowable expenses is specific to the amount the county did not originally request and/or spend. The maximum amount that each sub-recipient's may request is set forth in **Attachment A**. Allowable expenses for reimbursements include only goods and services purchased between July 19, 2018 and September 2, 2019. **Attachment A** also contains the list of allowable goods and services.

Sub-recipient has until 6:00 p.m. EST/5:00 p.m. CST on June 24, 2019 to submit an application for these funds using the DOS Online Grants system as set forth in Paragraph C of this section. Sub-recipient has until 6:00 p.m. EST/5:00 p.m. CST on September 2, 2019 to submit a specific request for reimbursement as set forth in paragraph A of Section III.

B. Deliverables, Minimum Levels of Service, and Financial Consequences

Deliverables (1 and/or 2)	Minimum Level of Service	Financial Consequences
1. Federal Election Administration Activities - The purchase of services and/or products that do the following: • Strengthen the implementation of cybersecurity for election systems • Enhance election technology • Facilitate cybersecurity training for local election officials • Implement established cybersecurity best practices for election systems • Continue election administration activities including, but not limited to, voter education, poll worker training, and standardizing elections results reporting	No later than 6:00 p.m. EST/5:00 p.m. CST on September 2, 2019, Sub-recipient shall submit to the Department a reimbursement request for allowable goods and services, up to 100% of the grant agreement. The request shall include an itemized list of allowable good and services, along with proof of payment. A list of permissible goods and services can be found within **Attachment A**. Allowable goods and services must be purchased between July 19, 2018 and September 2, 2019. Good and services cannot have been previously purchased with funds provided through a prior Department grant.	If the documentation associated with the reimbursement request is not sufficient, funds may not be released to the Sub-recipient. If the reimbursement request is not received by 6:00 p.m. EST/5:00 p.m. CST on September 2, 2019, funds may not be released to the Sub-recipient. Any funds determined not to be expended in accordance with this agreement shall be forfeited and returned to the Department, within 30 days after the date of written notice. Any funds not requested for reimbursement by the Sub-recipient are subject to forfeiture and revert to the state.
2. Voting Systems Assistance - The purchase of services and/or products that do the following: • Upgrade election-related computer systems to address cyber vulnerabilities	No later than 6:00 p.m. EST/5:00 p.m. CST on September 2, 2019, Sub-recipient shall submit to the Department a reimbursement request for allowable goods and services, up to 100% of the grant agreement. The request shall include an itemized list of allowable good and services, along with proof of payment. A list of permissible goods and services can be found within **Attachment A**. Allowable goods and services must be purchased between July 19, 2018 and September 2, 2019. Good and services cannot have been previously purchased with funds provided through a prior Department grant.	If the documentation associated with the reimbursement request is not sufficient, funds may not be released to the Sub-recipient. If the reimbursement request is not received by 6:00 p.m. EST/5:00 p.m. CST on September 2, 2019, funds may not be released to the Sub-recipient. Any funds determined not to be expended in accordance with this agreement shall be forfeited and returned to the Department, within 30 days after the date of written notice. Any funds not requested for reimbursement by the Sub-recipient are subject to forfeiture and revert to the state.

C. Application Process

Each eligible Sub-recipient is entitled to request up to the maximum amount shown in **Attachment A. Attachment A** represents the county's sum of any unrequested funds and/or unspent and returned funds from the 2018 election security grant including any interest the funds may have accrued while in the county's account.

In order to be eligible to receive funds, the Sub-recipient shall first submit a complete grant application by 6:00 p.m. EST/5:00 p.m. CST June 24, 2019 using the Department of State's Online Grants Program at https://www.dosgrants.com. The application must contain a general description of how the funds are to be used to reimburse elections security enhancements. Additionally, as part of the application, the Sub-recipient must submit the following:

1. *A completed* ED Form GCAS-009 *(6/88), entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions",* and attached hereto as **Attachment B.** [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]

2. *A completed* "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 8/16), attached hereto as **Attachment C.** This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

D. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If it is found out that the Sub-recipient expended any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds not expended for allowable costs, including any interest that would have been earned.

Allowable goods and services must be purchased between July 19, 2018 and September 2, 2019. Good and services cannot have been previously purchased with funds provided through a prior Department grant.

III. Payments

A. Reimbursement Request

In order to receive funds for reimbursement, the Sub-recipient must submit a request no later than 6:00 p.m. EST/5:00 p.m. CST on September 2, 2019, using the Department of State's Online Grants Program at https://www.dosgrants.com. The request for payment must be for reimbursable expenses related to the purchase of allowable goods and services under this agreement, not to exceed the amount allocable to Sub-recipient. Upon review and approval of the reimbursement request, the Department shall render funds for allowable expenses to the Sub-recipient, up the amount of the grant award.

B. Electronic Funds Transfer

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

V. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient may be subject to monitoring, audits and reporting requirements, as indicated on **Attachment D and Exhibit 1 to Attachment D**.

A. Other audits

The Department may conduct a limited scope audit of federal funds or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at https://www.eac.gov.

B. Audit Report Submission

Copies of financial reporting packages shall be submitted as described in Part III of **Attachment D**. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely with federal requirements, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable. The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. Record Retention

The Sub-recipient shall retain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement for five fiscal years from the date an audit report is issued, and shall allow the Department, the Chief Financial Officer or Auditor General access to such records upon request. The Sub- recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request for a period of five fiscal years from date of audit report is issued, unless extended by the Department.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws' provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient	**By Department of State, Division of Elections**	
Signature Sonya M Daniel	**Signature**	
Name and Title: Sonya M. Daniel, Depty. SOE For: David H. Stafford Supervisor of Elections	**Name and Title**	Maria Matthews, Director, Division of Elections
Address 213 Palafox Place, Second Floor Pensacola, FL 32502	**Address**	R.A. Gray Building 500 S. Bronough Street, Ste. 316, Tallahassee, Florida 32399
County FEID Number 59-6000598		
Witness Kristi A Detterbeck	**Witness**	
Date June 24, 2019	**Date**	

Attachment A
MOA 2018-2019-004

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS
2019 Election Security Grant - Reallocation of Unrequested and Returned Funds

County	Amount - Unrequested 2018 Funds	Amount - Returned 2018 Funds	Amount - Total Available Funds (Rounded)
Alachua	$0.67	$1,059.03	$1,059.00
Baker	$69.81	$0.00	$69.00
Bay	$741.47	$389.73	$1,131.00
Bradford	$497.02	$8,201.68	$8,698.00
Brevard	$0.81	$87,956.39	$87,957.00
Broward	$89.35	$18,410.88	$18,500.00
Calhoun	$26.80	$9,263.55	$9,290.00
Charlotte	$0.43	$0.00	$0.00
Citrus	$9,921.49	$19,906.41	$29,827.00
Clay	$26,293.74	$3,026.03	$29,319.00
Collier	$0.34	$69,236.51	$69,236.00
Columbia	$0.11	$5,142.24	$5,142.00
DeSoto	$55,475.56	$11,317.80	$66,793.00
Dixie	$24,370.24	$12,517.19	$36,887.00
Duval	$0.46	$2,732.82	$2,733.00
Escambia	$353.49	$30,854.68	$31,208.00
Flagler	$0.04	$3,863.00	$3,863.00
Franklin	$590.89	$749.96	$1,340.00
Gadsden	$0.82	$916.73	$917.00
Gilchrist	$50,895.76	$79.51	$50,975.00
Glades	$1,723.93	$21,546.15	$23,270.00
Gulf	$324.23	$13,554.79	$13,879.00
Hamilton	$18.12	$5,265.84	$5,283.00
Hardee	$32,623.00	$4,683.15	$37,306.00
Hendry	$0.77	$228.88	$229.00
Hernando	$0.20	$22,825.55	$22,825.00
Highlands	$0.39	$162.21	$162.00
Hillsborough	$53.73	$25,630.00	$25,683.00
Holmes	$0.52	$1,667.73	$1,668.00
Indian River	$24,054.54	$8,146.93	$32,201.00
Jackson	$2.79	$8,857.50	$8,860.00
Jefferson	$2,556.96	$22,896.42	$25,453.00
Lafayette	$49.77	$409.03	$458.00
Lake	$182.79	$45,913.51	$46,096.00
Lee	$0.11	$20,604.08	$20,604.00
Leon	$0.22	$2,107.69	$2,107.00
Levy	$11.17	$1.09	$12.00
Liberty	$0.42	$269.90	$270.00

Attachment A
MOA 2018-2019-004

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS
2019 Election Security Grant - Reallocation of Unrequested and Returned Funds

County	Amount - Unrequested 2018 Funds	Amount - Returned 2018 Funds	Amount - Total Available Funds (Rounded)
Madison	$706.41	$0.00	$706.00
Manatee	$0.03	$138,324.79	$138,324.00
Marion	$0.72	$12,140.17	$12,140.00
Martin	$837.96	$71,144.33	$71,982.00
Miami-Dade	$0.94	$210,976.84	$210,977.00
Monroe	$18.63	$0.00	$18.00
Nassau	$0.77	$23,219.86	$23,220.00
Okaloosa	$0.34	$21,382.18	$21,382.00
Okeechobee	$3,758.18	$4,021.99	$7,780.00
Orange	$357,262.82	$167,575.19	$524,838.00
Osceola	$2,506.86	$31,753.55	$34,260.00
Palm Beach	$0.26	$0.00	$0.00
Pasco	$0.90	$79,832.09	$79,832.00
Pinellas	$1.58	$1,322.76	$1,324.00
Polk	$0.00	$26,095.17	$26,095.00
Putnam	$0.21	$1,245.18	$1,245.00
Santa Rosa	$5,333.50	$16,128.94	$21,462.00
Sarasota	$2,000.77	$4,942.02	$6,942.00
Seminole	$32.54	$44.84	$77.00
St. Johns	$41,503.87	$10,093.40	$51,597.00
St. Lucie	$0.00	$0.00	$0.00
Sumter	$0.69	$16,740.70	$16,741.00
Suwannee	$0.94	$0.00	$0.00
Taylor	$0.19	$998.75	$998.00
Union	$0.57	$0.00	$0.00
Volusia	$221,723.53	$95,488.18	$317,211.00
Wakulla	$18,876.83	$24,059.64	$42,936.00
Walton	$0.22	$0.00	$0.00
Washington	$247.43	$10,359.20	$10,606.00
TOTAL	**$885,750.68**	**$1,458,284.36**	**$2,344,003.00**

ATTACHMENT B
MOA 2018-2019-004

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Sonya M. Daniel, Deputy SOE
for David H. Stafford, Supervisor of Elections
Name and Title of Authorized Representative

Signature

June 24, 2019
Date

ED Form GCS-009, 6/88

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Nonprocurement List (Telephone Number).
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 voluntary 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.

ATTACHMENT C
MOA 2018-2019-004

Certificate of Equipment for Casting and Counting Ballots

We, David H. Stafford, Supervisor of Elections and Lumon J. May Chairperson of Board of County Commissioners, of Escambia County, Florida, do hereby certify that prior to the receipt and use of funds for the purchase of State-approved or certified (whichever is applicable) emerging or enhancing software or hardware technology, the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of the county electors for the next regularly scheduled general election. If the Florida Department of State determines that there is insufficient equipment for casting and counting ballots for the next regularly scheduled general election as herein certified, we shall return the HAVA funds that were used to purchase other emerging or enhancing software and hardware technology to the State.

Supervisor of Elections
David H. Stafford

6/28/19
Date

Chairman, Board of County Commissioners
Lumon J. May

Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

DS-DE 135
Revised 6/19

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 7-1-19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16378 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order Number 2 to Purchase Order 190373 to Ward International Trucks, LLC
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Ward International Trucks, LLC, for the Public Safety Department's Ambulance Fleet Repair and Maintenance - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order Number 2, adding funds for the repair and maintenance of the Public Safety Department's ambulance fleet, through the balance of the Fiscal Year:

Department:	Public Safety
Division:	Emergency Medical Services
Type:	Addition
Amount:	$90,000
Vendor:	Ward International Trucks, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190373
Change Order #:	2
Original Award Amount:	$425,000
Cumulative Amount of Change Orders through this CO:	$90,000
New PO Total:	$515,000

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302, EMS Operations]

BACKGROUND:

In its meeting held October 4, 2018, the Board authorized issuance of a blanket purchase order to Ward International, LLC, in the amount of $425,000, for repair and maintenance of Public Safety's ambulance fleet for Fiscal Year 2018-2019. Upon a review of the Purchase Order, it has been determined that an additional $90,000 is projected to be required to maintain the ambulance fleet through the end of the Fiscal Year. The Change Order request is due to an unforeseen increase in major engine component failures, which has contributed to additional repairs. This year EMS has replaced a total of four engines and one transmission with a total unexpected cost of $96,737.45.

Ward International, LLC, is one of the preferred vendors in the Pensacola area to service the fleet of Horton Ambulances that would not void any warranty associated with the ambulances.

BUDGETARY IMPACT:

Funds are available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO 190373

PURCHASE ORDER NO. 190373

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230580 FAX: 251-433-5617
WARD INTERNATIONAL TRUCKS LLC
2101 PERIMETER RD
MOBILE AL 36615

SHIP TO
PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS, 471-6425

ORDER DATE: 10/12/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19000395	REQ. DATE: 10/15/18
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: REPAIR/MAINT PS VEHICLES.	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PARTS AND LABOR FOR REPAIRS & REPAIR PARTS TO AMBULANCE FLEET VEHICLES, FOR PERIOD OF 10/01/17 THRU 09/30/18.	425000.0000	425,000.00
02	1.00		LOCAL INTERNATIONAL (MANUFACTURER) CERTIFIED SERVICE PROVIDER.	.0000	.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330302	54601	425,000.00	
02	330302	54601	.00	

PAGE TOTAL $	425,000.00
TOTAL $	425,000.00

APPROVED BY Amy Lovoy 11/13/18

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued...

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 35, with the exception of Items 12, 24, and 29, which were held for separate votes, as amended to drop Items 30 and 31.	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

6. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as follows, for the Public Safety Department, for Fiscal Year 2018/2019:

	Vendor	Amount	Contract Number
A.	AT & T (Bellsouth Telecommunications) Vendor Number: 010542 911 Communications Fund: 145 (E-911) Cost Center: 330404	$425,862	Annual Support Service for Original Equipment
B.	Bound Tree Medical Vendor Number: 02153 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$82,000	PD 14-15.083
C.	Bound Tree Medical Vendor Number: 02153 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	$22,000	PD 14-15.084

(Continued on Page 32)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
D.	City of Pensacola Vendor Number: 406544 Support of 9-1-1 Telecommunications Fund: 145 (E911 Operations) Cost Center: 330404	$246,000	Agreement with Automatic Renewal, as amended. Approved by BCC 1/23/96
E.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 Medical Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$50,000	PD 14-15.083
F.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 Pharmaceutical Supplies Fund: 408 (EMS) Cost Center: 330302	$50,000	PD 14-15.084
G.	Henry Schein, Inc. (Matrix Medical) Vendor Number: 131760 LifePak Supplies/Equipment Fund: 408 (EMS) Cost Center: 330302	$52,500	PD 14-15.085
H.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 143 (Fire Protection) Cost Center: 330206	$80,000	State Contract
I.	Howell Truck & Giant Tire Service Vendor Number: 410406 Fire Apparatus Tire Repair Fund: 408 (EMS) Cost Center: 330302	$60,000	State Contract

(Continued on Page 33)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
J.	Verizon Wireless Vendor: 220218 Cell Service Fund: 001 (General) 408 (EMS) Cost Centers: 330402,330403,330801,330302	$65,000	PD 14-15.093
K.	Verizon Wireless Vendor: 220218 Cell Service Fund: 143 (Fire Protection) Cost Center: 330206	$50,268	PD 14-15.093
L.	Galls, Inc. Vendor: 070290 Uniforms Fund: 001 (General) 408 (EMS Cost Centers: 330402, 330403, 330302	$115,000	PD 16-17.093
M.	Galls, Inc. Vendor: 070290 Uniforms Fund: 143 (Fire) Cost Center: 330206	$80,000	PD 16-17.093
N.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 408 (EMS) Cost Center: 330302	$425,000	Blanket Purchase Order
O.	Ward International Trucks, LLC Vendor Number: 230580 Ambulance Repair Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order

(Continued on Page 34)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
P.	G & S Holdings, LLC Vendor Number: 050992 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
Q.	Fisher Scientific Co, LLC Vendor Number: 061420 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
R.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	$59,054	Blanket Purchase Order
S.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Fund: 408 EMS Cost Center: 330302	$75,000	Blanket Purchase Order
T.	Knowles On Site Repair, Inc. Vendor Number: 423016 Fund: 145 (Fire) Cost Center: 330206	$50,000	Blanket Purchase Order
U.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	$150,000	Blanket Purchase Order

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
V.	Ten-8 Fire Equipment Inc. Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	$60,000	Blanket Purchase Order

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 35, with the exception of Items 12, 24, and 29, which were held for separate votes, as amended to drop Items 30 and 31.	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

7. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 16-17.024:

   A. Agreement Relating to Food Service Supplies, PD 16-17.024, between Sysco Gulf Coast, Inc., and Escambia County, Florida; and

   B. Agreement Relating to Food Service Supplies, PD 16-17.024, between The Merchants Company, Inc., and Escambia County, Florida.

   [Funding: Fund 175, Transportation Trust Fund, Cost Center 290202]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 35, with the exception of Items 12, 24, and 29, which were held for separate votes, as amended to drop Items 30 and 31.	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16404 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Lease Agreement Extension with SLJM Properties, LLC
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement Extension with SLJM Properties, LLC, and Escambia County for the Emergency Medical Services Division - John Dosh, Interim Public Safety Department Director

That the Board extend the Lease Agreement between SLJM Properties, LLC, and Escambia County, for the lease of an office/warehouse unit located at 760 Van Pelt Lane, Unit "D," Pensacola, for one year at the monthly cost of $1087, commencing August 1, 2019, for minor fleet maintenance and storage purposes for the Emergency Medical Services (EMS) Division.

Escambia County EMS has been utilizing the Van Pelt Storage facility as a location to store parts and to do minor repairs, such as electrical work, emergency lighting, and siren repairs. EMS has been utilizing this site for the past five years due to not having an on-site maintenance shop.

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

BACKGROUND:

In its meeting held August 16, 2018, the Board approved the lease agreement with SLJM Properties, LLC, effective August 1, 2018, for a period of 12 months, with an option to extend the lease for one additional 12-month period. The Contract's initial 1-year term is due to expire at midnight, July 31, 2019. The Recommendation is the result of a mutual agreement between the parties to exercise the option to extend the lease for an additional 12-month period.

BUDGETARY IMPACT:

The annual cost of this lease ($13,044) is available in Fund 408 (EMS Fund).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Extension

SLJM Renewal Letter

Board of County Commissioners • Escambia County, Florida

Michael D. Weaver, Director
Public Safety Department

my escambia

June 24, 2019

SLJM Properties, LLC
3 West Garden Street, Suite 504
Pensacola, FL 32502

Dear Meri D. Asmar:

Re: Lease Agreement Contract

The initial 12-month term of the above referenced contract between SLJM Properties, LLC and Escambia County, Florida, is due to expire at midnight on Friday, July 31, 2019. The contract provides for a one-year extension by mutual agreement of both parties. Such consent must be provided in writing to the other party no later than thirty days before expiration of the initial term.

This is to serve as Escambia County's notice of consent to extend the Agreement, as is, for the period of August 1, 2019, through July 31, 2020.

If it is the wish of SLJM Properties, LLC to extend the contract for this period, please provide written notice to my attention at the address listed below by close of business on Tuesday, July 2, 2019.

Please feel free to contact Tamika Williams (850.471.6425) or me should you have any questions.

Yours truly,

John Dosh

C: Tamika Williams, Business Operations Manager

6575 North W Street • Pensacola, FL 325050-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

SLJM Properties, LLC
254 Le Starboard Drive
Pensacola Beach, FL 32561

June 24, 2019

Tamika Williams, Manager
Business Operations Division
Escambia County Public Safety Department
6575 North W Street
Pensacola, FL 32505-1714

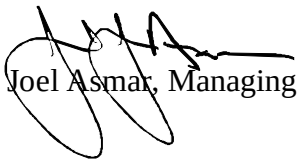
Re: Letter of Intent
Lease Renewal
760 Van Pelt Lane, Unit D
Pensacola, FL

Ms. Williams:

We have received your email on June 24, 2019. This letter shall serve as confirmation of our intention to extend the lease agreement for an additional one-year period. The lease renewal period will be August 1, 2019 through July 31, 2020. This letter also serves as our request for a 3% increase in the lease rate. The new monthly lease payment for this renewal extension will be $1,087.00 which is a $32.00 (3%) increase from the current rent of $1,055.00 per month.

We appreciate having you as a tenant and we can be reached at (850) 433-7631 if you have any questions.

Sincerely,



Joel Asmar, Managing Member

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16402 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: State-Funded Grant Agreement, Contract #A0015
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a State of Florida, Division of Emergency Management State-Funded Agreement - John S. Dosh, Public Safety Interim Department Director

That the Board take the following action regarding the State-Funded Grant Agreement, Contract Number A0015:

A. Approve the State of Florida, Division of Emergency Management (FDEM), State-Funded Grant Agreement Base Grant, providing funds in the amount of $105,806, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period of July 1, 2019, through June 30, 2020;

B. Authorize the Chairman or Vice Chairman to execute the Grant Agreement; and

C. Authorize John S. Dosh, Public Safety Interim Department Director and/or subsequent permanent Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent document, as appropriate, to implement this Grant certifying as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)."

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (21) Mandated Conditions, Subsection "b", that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Project Funds, Cost Center 330412]

BACKGROUND:

The State of Florida created the Emergency Management Preparedness Assistance Grant (EMPA) in 1993 to provide funding to local governments and other service organizations to improve disaster preparedness and public education. This Grant is providing funds in the amount of $105,806 for Fiscal Year 2019-2020, with a contract period of July 1, 2019, through June 30, 2020.

BUDGETARY IMPACT:

The Grant funds are designed as an operational cost reimbursement to the Escambia County Division of Emergency Management with an indirect match requirement: "at the amount either equal to the average of the previous three years' level of County general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last Fiscal Year, whichever is lower." "Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works, or other services outside of the local emergency management agency" as defined by Section 252.38, Florida Statutes, "shall not be included in determining the level of County funding of the Recipient's Emergency Management Agency."

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require Board approval for Grant Agreements.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the Agreement. This Grant is being coordinated with FDEM.

Attachments

EMPA COntract #A0015

Agreement Number: __A0015_____

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in the Scope of Work (Attachment B). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with Section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

_Teresa A. Warner__
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4351_
Email: Teresa.warner@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Brad Hattaway, Planning Coordinator _
Escambia County, Division of Emergency Management _6575
North W Street
Pensacola, Florida 32505
Telephone: _850-471-6414
Email: __bchattaw@myescambia.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget (Attachment A) and Scope of Work (Attachment B), of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2019** upon execution by both parties and shall end on **June 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Budget (Attachment A) and Scope of Work (Attachment B) The maximum reimbursement amount for the entirety of this Agreement is **$105,806**.

d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A and Attachment C, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with Section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by Sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to

the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget (Attachment A) and Scope of Work (Attachment B) - and all other applicable laws and regulations.

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: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government

auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work (Attachment B) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

c. The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in the Quarterly Report (Attachment D).

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Budget (Attachment A) and Scope of Work (Attachment B) to this Agreement and reported in the Quarterly Report (Attachment D).

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall

be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend, or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of

whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Exhibit 2 - EM Director or Part-time Coordinator Certification and Compliance with Rule 27P-19, Florida Administrative Code and Chapter 252, Florida Statutes

Attachment A – Proposed Program Budget Detail Worksheet

Attachment B – Scope of Work

Attachment C – Allowable Cost and Eligible Activities

Attachment D – Quarterly Reports

Attachment E – Response Capabilities

Attachment F – Hurricane Shelter Retrofit

Attachment G – Recovery Capabilities

Attachment H – Certification Regarding Debarment

Attachment I – Justification of Advance Payment

Attachment J – Warranties and Representations

Attachment K – Statement of Assurances

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment (Attachment I). Justification of Advance Payment (Attachment I) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after

the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the

basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Vendors and Recipients who have been placed on the State convicted vendor list following a conviction for a public entity crime or on the State discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $35,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list. The Florida Department of Management Services maintains the convicted vendor list at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list, and the discriminatory vendor list at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/discriminatory_vendor_list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency as indicated by https://www.sam.gov/;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

IN ADDITION, THE RECIPIENT SHALL SEND TO THE DIVISION (BY EMAIL OR BY FACSIMILE TRANSMISSION) THE COMPLETED “CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION” (ATTACHMENT H) FOR EACH

INTENDED SUBCONTRACTOR THAT RECIPIENT PLANS TO FUND UNDER THIS AGREEMENT. THE FORM MUST BE RECEIVED BY THE DIVISION BEFORE THE RECIPIENT ENTERS INTO A CONTRACT WITH ANY SUBCONTRACTOR.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to

the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to Section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment K.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

ESCAMBIA COUNTY

By: _____

Name and Title: _Lumon J. May, Chairman_____

Date: _____

FID# _59-6000598_____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Division Director**

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

BCC
Approved:_____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 06-24-2019

EXHIBIT 1
FUNDING SOURCES

I. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES, FLORIDA SINGLE AUDIT ACT

NOTE: IF THE RESOURCES AWARDED TO THE RECIPIENT REPRESENT MORE THAN ONE STATE PROJECT, PROVIDE THE SAME INFORMATION SHOWN BELOW FOR EACH STATE PROJECT AND SHOW TOTAL STATE FINANCIAL ASSISTANCE AWARDED THAT IS SUBJECT TO SECTION 215.97, FLORIDA STATUTES.

II. STATE PROJECT:

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Preparedness and Assistance Grant

Catalog of State Financial Assistance number: 31.063

Amount: $105,806

III. COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

List applicable compliance requirements as follows:

1. Rule 27P-19, Florida Administrative Code
2. *Section 215.97, Section 215.971, Section 252.371-373, Florida Statutes, etc.*
3. *Reference Guide for State Expenditures*
4. *2 C.F.R. Part 200*

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

EXHIBIT 2
EM DIRECTOR OR PART-TIME COORDINATOR CERTIFICATION & COMPLIANCE WITH RULE 27P-19, FLORIDA ADMINISTRATIVE CODE and CHAPTER 252, FLORIDA STATUTES

In accordance with the 2019-2020 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2019 and shall end on June 30, 2020, and to remain consistent with Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator, in their efforts to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations.

Pursuant to Rule 27P-19.004, Florida Administrative Code, if the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

I, **Lumon J. May** (Name) certify compliance with the aforementioned requirements for the 2019-2020 Emergency Management Preparedness and Assistance grant program.

Escambia County (Recipient) has employed a **Full-time** (EM Director or an EM Coordinator) pursuant to Section 252.38(3)(b), Florida Statutes.

I, **Lumon J. May** also certify that I am the official representative for **Escambia County** (Recipient) and have authority to bind **Escambia County** (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: **Lumon J. May**

Title: **BCC Chairman**

Date: _____

Phone/Email: **850-595-4930/district3@myescambia.com**

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 06-24-2019

ATTACHMENT A
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment B).

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment B).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget Detail Worksheet", then the Recipient's quarterly reports must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

Grant	Recipient Agency	Category	Amount Allocated
FY 2019-2020 Emergency Management Preparedness and Assistance Grant	ESCAMBIA COUNTY	Planning	**$0.00**
		Operational	**$105,806.00**
		Equipment	**$0.00**
		Training	**$0.00**
		Exercise	**$0.00**
		Management & Administration	**$0.00**
Total Award			**$105,806**

FY 2019-2020 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Development of Emergency Plans			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$ 0.00**
Allowable Operational Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits	**1**	**$105,273.00**	**$105,273.00**
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
EM Fuel			
Memberships			
Publications			
Postage This includes fereight and express charges, postage, post office box rental and messenger services.	1	$94.00	$94.00
Operating supplies EM staff uniforms.	1	$439.00	$439.00
TOTAL OPERATIONAL EXPENDITURES			**$105,806.00**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			

CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC equipment & supplies *(provide description of EOC equipment & supplies)*			
TOTAL EQUIPMENT EXPENDITURES			**$ 0.00**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$ 0.00**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits – Hiring of contractors or consultants			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			**0.00**
Allowable Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			**0.00**
TOTAL EXPENDITURES			**$105,806**

REVISION DATE: _____

ATTACHMENT B
SCOPE OF WORK

BACKGROUND:

Emergency management is the organization and management of the resources and responsibilities for dealing with all humanitarian aspects of emergencies (preparedness, response, mitigation, and recovery). The aim is to reduce the harmful effects of all hazards, including disasters.

The purpose of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes. EMPA shall be awarded to a county for the use and benefit of the County Emergency Management Agency. Funds shall be allocated to implement and administer county emergency management programs including management and administration.

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

TASKS:

Throughout the period of this Agreement, the Recipient must administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Task One: Certification of County Emergency Management Staff

Each County Emergency Management Agency must annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with subsections 27P-19.005(4) and (5), F.A.C.

Pursuant to Section 252.38(1)(c), F.S., the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director

Task Two - Local Budget Match

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower."

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency.' "

For Task 2, the person who executes the certification must possess the legal authority to bind the Recipient.

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction:

> If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. **All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.**

Task Three: Response Capabilities

Throughout the period of this Agreement, the Recipient must maintain current county emergency management and other contacts through the Division's SharePoint portal including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;

The Recipient must maintain SharePoint site identification data including location and attribute information for fire rescue, law enforcement, public safety, and emergency service stations;

The Recipient must maintain WebEOC site identification location and attribute information of all pre-identified County Staging Areas (CSAs) and Points of Distribution (PODs), and;

The Recipient must upload hurricane shelter retrofit information in the Division's SharePoint portal in accordance with Florida's statewide hurricane shelter space deficit elimination program.

Task Four – Recovery Capabilities

Throughout the period of this Agreement, the Recipient must maintain potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC which identifies physical location, contact persons, site characteristics, interior, office characteristics, phone service, and sketches.

QUARTERLY DELIVERABLES:

Quarterly deliverables must be uploaded into the Division's SharePoint portal and/or WebEOC each quarter as stated in the scope of work. The Recipient must also provide a certification of completion on the deliverable checklist.

NOTE: If there are no updates, duplicate information is not required throughout the period of performance and is not required to be uploaded into the Division's SharePoint portal. Please just notate such in the notes section on the Deliverables Checklist in SharePoint.

QUARTER 1: JULY 1, 2019 – SEPTEMBER 30, 2019

In order to demonstrate successful completion of all required tasks for Quarter 1, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- The FDEM Exhibit 2, certification letter for the full-time Emergency Management Director or part-time Coordinator, in accordance with Rule 27P-19.004, Florida Administrative Code;
- The FDEM Form 4 – Staffing Detail and position descriptions for funded emergency management staff, including an identification for which employees are responsible for Preparedness, Response, Recovery, Mitigation, and Finance;
- A quarterly report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;
- Training certificates for all employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript);

Task 2

- The FDEM Form 3 - Local Budget Match Requirement;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;

Task 3

- Support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs);
- Updates applicable to Hurricane Shelter Retrofit (Attachment F) in accordance with Florida's statewide hurricane shelter space deficit elimination program;

Task 4

- Support of Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

QUARTER 2: OCTOBER 1, 2019 – DECEMBER 31, 2019

In order to demonstrate successful completion of the required tasks for Quarter 2, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- Any updates to the FDEM Form 4 – Staffing Detail and position descriptions for funded emergency management staff, including an identification for which employees are responsible for Preparedness, Response, Recovery, Mitigation, and Finance;
- A Quarterly Report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;
- Any new certificates obtained by employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript*)*;

Task 2

- Any updates to the FDEM Form 3 - Local Budget Match Requirement*;* and
- Any updates to the current and accurate County Emergency Management Local Budget (General Revenue) including budget approval date*;*

Task 3

- Updates to support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Updates for Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Updates for Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs);
- Updates applicable to the Hurricane Shelter Retrofit (Attachment F) in accordance with Florida's statewide hurricane shelter space deficit elimination program;

Task 4

- Updates to support Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

QUARTER 3: JANUARY 1, 2020 – MARCH 31, 2020

In order to demonstrate successful completion of the required tasks for Quarter 3, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- Updates to the FDEM Form 4 – Staffing Detail and position descriptions for funded emergency management staff, including an identification for which employees are responsible for Preparedness, Response, Recovery, Mitigation, and Finance;
- A quarterly report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;
- Any new certificates obtained by employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript);

Task 2

- Any updates to the FDEM Form 3- Local Budget Match Requirement; and
- Any updates to the current and accurate County Emergency Management Local Budget (General Revenue) including budget approval date;

Task 3

- Updates to the support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Updates to Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Updates to Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs);
- Complete Hurricane Shelter Retrofit (Attachment F) requirements in accordance with Florida's statewide hurricane shelter space deficit elimination program;

Task 4

- Updates to support Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

QUARTER 4: APRIL 1, 2020 – JUNE 30, 2020

In order to demonstrate successful completion of the required tasks for Quarter 4, the Recipient must submit the following items in the Division's SharePoint portal and/or WebEOC:

Task 1

- Any new certificates obtained by employees of the County Emergency Management Agency for any G/IS, FEMA or Division courses that pertain to Preparedness, Response, Recovery, Mitigation and Finance (if uploaded into SERT TRAC, the Division's Grant Manager will request a copy of the transcript);
- A Quarterly report as outlined in Quarterly Reports (Attachment D);
- The full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs;

Task 2

- Any updates to the FDEM Form 3 - Local Budget Match Requirement;
- Any updates to the current and accurate County Emergency Management Local Budget (General Revenue) including budget approval date*;*

Task 3

- Updates to the support of Response capabilities (Attachment E), including contact information for emergency management agency and other contacts, County Director and alternate contacts, State Mutual Aid Agreement contacts and others;
- Updates to Site Data including location and attribute information for all fire rescue, law enforcement, public safety, and emergency service stations;
- Updates to Site Data including location and attribute information for all pre-identified sites for the County Staging Areas (CSAs) and Points of Distribution (PODs).

Task 4

- Updates to support Recovery capabilities (Attachment G), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC

ATTACHMENT C
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

Rule 27P-19, Florida Administrative Code:
Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…" Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses:
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient;
- Operates within a unique geography;
- Faces unique threats and hazards; and,
- Serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance:
In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

Planning:
Planning spans all five National Preparedness Goal mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Some examples of authorized planning activities include, but not limited to:

- Emergency Operations Plans;
- Communications Plans;
- Whole Community Engagement/Planning;
- Resource Management Planning;
- Evacuation Planning,
- Recovery Planning,
- Local Comprehensive Emergency Management Plan (CEMP), and
- Mitigation Planning

In order for planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

Operational:
EMPA Program funds may be used for all day-to-day activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, overtime and backfill, compensatory time off, and associated fringe benefits.

Rules 27P-19.004 and 27P-19.0061, F.A.C., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Personnel costs 27P-11.004, 27P-11.0061:

> Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

Eligible "Operational" items include, but are not limited to:

- Salary and Fringe Benefits (include FDEM Form 6 -Time and Effort with employee & supervisor signatures – focus is on proof of hours ***actually*** worked)
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- EM Fuel
- Memberships
- Publications
- Postage
- Storage
- Other Personnel/Contractual Services

- Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services. Position descriptions are required.
- Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes shall also be supplied when requesting pre-approval. These requests shall be sent to the Grant Manager for the Division for review.

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants, position descriptions, and proof employee was paid.
- FDEM Form 6 -Time and Effort for full or part-time staff or contractors/consultants with employee and supervisor signatures.
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statements) for any expenditures in support of operational costs.

Equipment:
Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at https://www.fema.gov/authorized-equipment-list.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients must analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

If the recipient seeks reimbursement for equipment activities, then the following must be submitted:

- All invoices;
- The AEL # for each purchase;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement, bank statement); and,
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results).

Training:
Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.

- In order to receive payment for successfully conducting a workshop the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Allowable training-related costs include the following:

- ***Funds Used to Develop, Deliver, and Evaluate Training.*** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills.
- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such

services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- ***Hiring of Contractors or Consultants.*** Contractors or Consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.
- ***Certification/Recertification of Instructors.*** Costs associated with the certification and re-certification of instructors are allowed. Counties are encouraged to follow the State/FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses involving the training of trainers.

Conferences:

The Division recognizes the important role that conferences can play in the professional development of emergency managers.
2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

> The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement. In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A copy of the internal travel voucher or a statement that no travel costs were incurred, if applicable. Also, a statement on the voucher explaining how attendance at a conference directly relates to the Recipient's job duties;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* Section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates:
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of Section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations:
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

If the recipient seeks reimbursement for training activities, then the following shall be submitted:

- Training certificates or Sign-in sheets, either with all participant's signatures or pre-populated with lead instructor signature and date;
- Receipts and proof of payment (e.g. cancelled check, electronic funds transfer confirmation, credit card statement, bank statement) for any expenditures in support of the training (e.g. printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment);
- Invoices and proof of payment for Travel costs (e.g., internal travel form, airfare, mileage, per diem, hotel) related to training/conference activities and;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results), if applicable, and;
- Provide copy of current procurement, employment, and travel policies.

Exercises:
Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Multi-Year Training and Exercise Plan (MYTEP) for the core capabilities needed to address its greatest risks.

Allowable exercise-related costs include:

- ***Funds Used to Design, Develop, Conduct and Evaluate an Exercise.*** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- ***Hiring of Contractors or Consultants.*** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- ***Overtime and Backfill.*** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- ***Travel.*** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- ***Supplies.*** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- ***Other Items.*** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division at least twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the Division's SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

- An Improvement Plan; and,
- A roster of participants.

Management and Administration:

Allowable management and administration costs includes:

- ***Hiring of Contractors or Consultants.*** Contractors or Consultants to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements.

If the recipient seeks reimbursement for management and administration activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for contractors or consultants, and proof consultant was paid;
- FDEM Form 6 -Time and Effort with employee & supervisor signatures for contractors or consultants;
- Contractual service agreement, if applicable;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

Up to 5% of the total award amount may reimbursed for management and administration activities.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

ATTACHMENT D
QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

Reporting Period	**Report due to FDEM no later than**
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

- The Recipient must provide the Division with supporting documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2019**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.
- In a format provided by the Division, Form 4 - Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2019** or along with 1st quarter reimbursement submission, whichever occurs first.
- The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2020**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

Programmatic Point of Contact:

Contractual Point of Contact	Programmatic Point of Contact
Teresa A. Warner FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.warner@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.Lyons@em.myflorida.com

ATTACHMENT E
RESPONSE CAPABILITIES

Contacts - The Recipient shall maintain current county emergency management and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org.

From the Portal main page, click "County Links", then pulldown and select "Update County Contacts."

This information includes:

- County Director and Alternate contacts
- State Mutual Aid Agreement contacts
- Logistics contacts
- and many more….

SharePoint Site Identification - The Recipient shall upload current Site Data to the Division's SharePoint portal available at https://portal.floridadisaster.org. SharePoint site Identification data includes:

- Through SharePoint - location and attribute information of all –
  - fire rescue
  - law enforcement
  - public safety
  - emergency service stations

Attribute information shall include at a minimum: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:
For Site Identification data uploaded through SharePoint –
To facilitate emergency sites review, FDEM GIS will annually upload a spreadsheet extracted from the critical facility inventory. This spreadsheet is intended to assist counties without GIS resources. Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

Counties with GIS resources may, instead of reviewing this spreadsheet –

- Upload zipped shapefiles or geodatabases extracted from a county GIS system,
- Upload a zipped geodatabase of Essential Facilities created using HAZUS Comprehensive Data Management System (https://www.fema.gov/comprehensive-data-management-system)
- Provide URL to a GIS data download website maintained by the county

If counties have no changes to SharePoint since the last agreement period, a statement of "no change" shall be submitted via the SharePoint portal.

WebEOC Site Identification - The Recipient shall upload current Site Data to WebEOC available at https://eoc.floridadisaster.org. WebEOC site Identification data includes:

- Through WebEOC - location and attribute information of all pre-identified --
  - County Staging Areas (CSAs)
  - Points of Distribution (PODs)

Attribute information shall include at a minimum: Site Name, Site Type, Site Address, Full Address with Latitude/Longitude in decimal degrees, Primary Contact (name, e-mail and phone) Secondary Contact (name, e-mail and phone).

The following Site Information is upload information is optional:

- Picture attachment of Site.
- Comments regarding access, transportation routes or any planning information.

SITE SUGGESTIONS:

County Staging Areas (CSAs)

- Sites should be located adjacent to a major highway and have the ability to establish safe one-way traffic through the compound and reasonably secured. County Staging Areas must also be located in a region that can support countywide relief operations.
- For coastal counties, sites should not be located in a “Zone A” Evacuation Zone where possible, exceptions can be made.

Point of Distribution (PODs)

- PODs should not be nearby a business that has water and food for sale.
- Counties should focus on placing PODS in outlying areas where these types of stores are not located in-order to insure that resources are available in those areas.
- For coastal counties, sites should not be located in a “Zone A” Evacuation Zone where possible, exceptions can be made.

ATTACHMENT F
HURRICANE SHELTER RETROFIT

Hurricane Shelter Retrofit - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the Recipient must upload items A- E in the Division's SharePoint portal by the end of the 3rd Quarter at: https://portal.floridadisaster.org. The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet shall be available on SharePoint for reference.

A. Hurricane shelter deficit reduction information.
    1. Submit a list of newly constructed "as-is", retrofit, or Enhanced Hurricane Protection Areas (EHPA) facilities. If none, enter "none".
    2. Submit any corrections needed on the Shelter Inventory Spreadsheet. If none, enter "no corrections needed, the information is correct".

B. Current or newly completed hurricane shelter retrofit projects.
    1. List all hurricane shelter retrofit projects completed in the previous fiscal year regardless of funding source(s). If none, enter "none".
    2. List potential hurricane shelter retrofit projects. Listing projects is the first step for grant eligibility. If none, enter "none".

C. Update Special Needs Shelters' (SpNS) power systems.
    1. Respond yes or no to this statement:
    All designated SpNS have a standby power system or the capability for a temporary power system with adequate size to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment.
    2. If no, upload a strategy so that all designated SpNS shall have a standby power capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a temporary electric generator with adequate capacity to support the standby power system requirements is available and locally sourced.

D. Update SpNS client space capacity.
    1. Respond yes or no to this statement:
    The county has designated sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (published January 31, 2018).
    2. If no, upload a strategy to achieve sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (January 31, 2018).

E. Upload a brief report on results of this year's coordination with school boards, community colleges and universities (as applicable). The most recent published Statewide Emergency Shelter Plan provides guidance for implementation of the criteria. The Report to the Division shall discuss, at an executive level, the results of the meeting(s) including:
    1. List of planned facilities/buildings (e.g., initial name/title of the project (such as, High School AAA), location and estimate of shelter space floor area or spaces) that the educational agency shall design and/or build in the coming **two (2) years**; and **five (5) years.**
    2. List of facilities/buildings that shall be designed and constructed as EHPA, include anticipated hurricane shelter spaces, if known.
    3. List of facilities/buildings for which an exemption from EHPA shall be requested, and anticipated statute or code-based cause(s) for such exemption(s).
    4. List of facilities/buildings where future retrofitting may be practical to create shelter space.
    5. Update the status of EHPA or new construction projects from previous reports to the Division
    6. Upload a copy of the participant sign-in sheet with agency affiliation shown, and a copy of any meeting minutes (or similar documentation).

ATTACHMENT G
RECOVERY CAPABILITIES

The following recommendations should be considered when identifying potential Disaster Recovery Center (DRC) locations:

A. Locations must be large enough for the needs of the situation (number of agencies and clients anticipated in the DRC). This may vary from a location identified as small as 1500 square feet for a small DRC to more than 5000 square feet for a large DRC. It is good to identify a variety of possible locations of different sizes within the county. The size of a DRC will vary dependent upon the number of anticipated applicants to be served within the community.

DRC Size Chart	
Small:	1500-3499 sq. ft.
Medium:	3500-4999 sq. ft
Large:	5000 sq. ft-Above

B. Consider locations that don't require a fee to use the facility and FEMA generally only pays for utilities or phone line installation. If a written agreement is made prior to occupancy, then FEMA will take responsibility for the utilities or other payments to a facility.
C. Facilities should have heat, electricity, good lighting, potable water, rest rooms, and adequate parking.
D. All locations should be compliant with the Americans with Disabilities Act of 1990, to ensure access to all individuals, including individuals with disabilities and others with access and functional needs.
E. Appropriate emergency fire & medical support should be quickly available to the location.
F. Preferably when a DRC is established, the first 7 days should be without interruption from prior commitments (e.g. basketball games, weddings, parties, meetings, etc.). It is also important to understand that a DRC may need to remain operational for a minimum up to 30 days or longer.
G. The location's owner must be willing to allow FEMA to install telephone lines and/or internet service if necessary.
H. Facilities should be available from 7:30am-7:00pm daily, Monday through Saturday, and possibly on Sundays and holidays.

ADDITIONAL CONSIDERATIONS

1. When possible, DRC facilities should be centrally located in a community to minimize travel time. Consideration must be given to the most vulnerable population. Where applicable DRCs should be established on a public transportation route.
   The public should generally be familiar with the location
   Custodial support should be available at the facility
2. If necessary, the parking lot should be able to temporarily accommodate a Mobile Communication Office Vehicle (MCOV) (60'long x 20'wide) with an unobstructed view of the south-western sky for satellite connectivity.
3. Does the occupancy of the facility have any Environmental Planning and Historic Preservation (EPH) considerations that need to be addressed? (e.g. special flood hazard area, Historical site, etc.)

Disaster Recovery Center Basic Requirements

Physical Location

Name: _____
Physical Address (no PO Box): _____
_____
City: _____ County: _____ State: _____ Zip_____
GPS: LAT _____ LONG _____
Directions/Landmarks: _____
_____
_____
_____

Contact Persons (POC):

Facility point of contact: Name_____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
After hours POC: Name_____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
Alternative POC: Name_____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

County Emergency Management Director: Name_____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Site Characteristics

Date available: Begin: _____ End: _____ Lease required: Y N Cost $____
Space available: _____ sq. ft. Hours of use: _____ Keys: _____
DRC use parking spaces: _____ ADA parking spaces: _____ Total: _____
Parking lot lights: Y N Outside building lights: Y N
ADA accessibility: _____
Exterior notes: _____
Response time: Police: _____ Fire: _____
Nearest hospital: Name_____ Phone: _____

Address: _____
Distance: _____ Time: _____
Local crime summary: _____

_____
Local hazards summary: _____
_____

Interior

Rooms: __ Room size: Room A ___ x __ Room B ___ x ___ Room C ___ x __
Bathrooms: ___ ADA compliant: Y N
Are doors secure: Y N Comment: _____
Are windows secure: Y N Comment: _____
Emergency lighting functional: Y N Exit lighting functional: Y N
Fire sprinkler system functional: Y N # fire extinguishers: ____
Water system: Y N City/County system: Y N Approved for drinking: Y N
Air conditioning: Y N Fans: Y N Adequate ventilation: Y N
Electrical power to support computer and office equipment demand: Y N
Can inside re-wiring be accomplished easily and safely? Y N
Is building interior in good shape (check for water leaks & visible hazards)? Y N

Office Characteristics

Internet access: Y N Wi-Fi: Y N # Fax: ___ # Toner cartridges: ___
Flatbed tabletop copier: Y N Copy paper ___ boxes # Toner cartridges: ___
High speed printer: Y N # Toner cartridges: ___ Shredder: Y N
Trash cans: ___ Janitorial & trash pickup available? Y N
Tables: ___ # office chairs: ___ # folding chairs: ____ Bathroom access: Y N
Paper towels: ___ # toilet paper: ____ # paper cups: ___ # ext. cords: ____
Comment: _____

Phones

FEMA cell phone signal? Y N Strength: ____ Air Card? Y N Strength: _____
Do phone lines already exist for DRC use? Y N How many? _____
What is maximum phone line capacity: DSL: ___ POTS: ___ Switchboard: Y N
Phone service point in building: _____
Phone service provider: _____ Contact number: _____
Phone number connected to DRC location (for tel/com reference): _____
Comments: _____

Sketches
Draw location sketches: (1) Exterior: building, ADA parking & ramps, DRC, parking (2) Interior: building, rooms w/dimensions, location of outlets and telephone equipment

Note: Above checklist compiled from various sources including:

ATTACHMENT H
Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title FDEM Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

ATTACHMENT I
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

ATTACHMENT J
WARRANTIES AND REPRESENTATIONS

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from Monday through Friday 8:00 am until 5:00pm excluding holidays.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ATTACHMENT K
STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and

Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16447 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order Number 2 to Place Additional Funding in Purchase Order 190424 for Sunbelt Fire, Inc.
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to the Purchase Order for Sunbelt Fire, Inc., for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance - John Dosh, Interim Public Safety Director

That the Board approve and authorize the Interim Public Safety Director to execute the following Change Order Number 2, adding funds to the Sunbelt Fire, Inc., Purchase Order 190424, to help with the funding for maintenance and repair of the Fire Rescue fleet:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$75,000
Vendor:	Sunbelt Fire, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190424
Change Order #:	2
Original Award Amount:	$150,000
Cumulative Amount of Change Orders through this CO:	$250,000
New PO Total:	$250,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

In its meeting held October 4th, 2018, the Board authorized issuance of a blanket purchase order to Sunbelt Fire, Inc., in the amount of $150,000, for repair and maintenance of Public Safety's fire service fleet for Fiscal Year 2018-2019. Upon a review of the Purchase Order, it had been determined that an additional $25,000 was projected to be required to maintain the fire services fleet through the end of the Fiscal Year. This Change Order was approved by the Board on May 2nd, 2019.

Due to increase in component failures, which has contributed to additional repairs, an additional $75,000 is being requested. A few examples of associated cost include pump testing, increased call load, and high mileage of apparatus. Another major contributing unforeseen factor would be the repairs to Regen systems on the 2010 model engines, which has proven to be costly.

BUDGETARY IMPACT:

Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Sunbelt.PO

Sunbelt.CO#1

PURCHASE ORDER NO. 190424

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
195886 FAX: 251-928-9933
SUNBELT FIRE, INC
8050 MCGOWIN DRIVE
FAIRHOPE AL 36532

SHIP TO
FIRE SERVICES
6575 NORTH "W" STREET
PENSACOLA FL 32505

ATTN: NORM ROBINSON 475-5557

ORDER DATE: 10/12/18	BUYER: RAMONA WILLIAMS	REQ. NO.: 19000464	REQ. DATE: 10/19/18
TERMS: NET 30 DAYS	F.O.B.: PRE PAID AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PURCHASE ORDER FOR THE REPAIR AND MAINTENANCE OF FIRE SERVICES FLEET. BCC APPROVED 10/4/2018	150000.0000	150,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330206	54601	150,000.00	

PAGE TOTAL $ 150,000.00
TOTAL $ 150,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

19000464

P.O. 190424

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

	Vendor	Amount	Contract Number
P.	G & S Holdings, LLC Vendor Number: 050992 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
Q.	Fisher Scientific Co, LLC Vendor Number: 061420 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
R.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	$59,054	Blanket Purchase Order
S.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Fund: 408 EMS Cost Center: 330302	$75,000	Blanket Purchase Order
T.	Knowles On Site Repair, Inc. Vendor Number: 423016 Fund: 145 (Fire) Cost Center: 330206	$50,000	Blanket Purchase Order
U.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	$150,000	Blanket Purchase Order

(Continued on Page 35)

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER/CONTRACT

Vendor Code: 195886 Vendor Name: Sunbelt Fire, Inc

Change Order Request No. 1 P.O. No. 190424 Contract No. _____

Contract Name: _____

Date: 05/08/19 Department: Public Safety

This Change Order # 1 Per _____ (____)Page Attachment(s) is in accordance to and within the Scope of the Award and Provides For:

Repair & maintenance of the Departments Fire Service Fleet.

Previous Purchase Order Total Dollars:	$150,000.00
Net Dollars For This Change Addition :	$25,000.00
New Purchase Order Total Dollars:	$175,000.00
Previous Contract Total dollars:	
Net Dollars for This Change Addition :	
New Contract Total Dollars:	$0.00

COST CENTER:	OBJECT CODE:	+ / - CHANGES	TOTAL(S)
330206	54601	$25,000.00	$175,000.00

☑ Check if applicable / Date of BCC action 5/2/19 (ATTACH RESUME)

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ **Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.**

Contract Administrator's Certification & Approval _____ Date: 5/8/19

Office of Purchasing Review: Agent _____ Date _____ Purchasing Manager _____ Date: _____

County Administrator's Approval _____ Date: _____

F0020-1 (Revised 6/21/02)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16038 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/02/2019
Issue: Change Order Number 1 to Purchase Order 190424 to Sunbelt Fire, Inc.
From: MATTHEW COUGHLIN, Asst County Administrator
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Sunbelt Fire Inc., for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance - Matthew Coughlin, Assistant County Administrator

That the Board approve and authorize the Interim County Administrator to execute the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire service fleet through the end of the Fiscal Year:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	Sunbelt Fire, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190424
Change Order #:	1
Original Award Amount:	$150,000
Cumulative Amount of Change Orders through this CO:	$25,000
New PO Total:	$175,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

In its meeting held October 4, 2018, the Board authorized issuance of a blanket purchase order to Sunbelt Fire Inc., in the amount of $150,000, for repair and maintenance of Public Safety's fire service fleet for Fiscal Year 2018-19. Upon a review of the Purchase Order, it has been determined that an additional $25,000 is projected to be required to maintain the fire services fleet through the end of the fiscal year. The Change Order request is due to an unforeseen increase in component failures, which has contributed to additional repairs.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Services, Cost Center 330206, Fire Department Paid

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO 190424

BCC Minutes

PURCHASE ORDER NO. 190424

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
195886 FAX: 251-928-9933
SUNBELT FIRE, INC
8050 MCGOWIN DRIVE
FAIRHOPE AL 36532

SHIP TO
FIRE SERVICES
6575 NORTH "W" STREET
PENSACOLA FL 32505

ATTN: NORM ROBINSON 475-5557

ORDER DATE: 10/12/18	BUYER: RAMONA WILLIAMS	REQ. NO.: 19000464	REQ. DATE: 10/19/18
TERMS: NET 30 DAYS	F.O.B.: PRE PAID AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PURCHASE ORDER FOR THE REPAIR AND MAINTENANCE OF FIRE SERVICES FLEET. BCC APPROVED 10/4/2018	150000.0000	150,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330206	54601	150,000.00	

PAGE TOTAL $ 150,000.00
TOTAL $ 150,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

19000464

P.O. 190424

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

	Vendor	Amount	Contract Number
P.	G & S Holdings, LLC Vendor Number: 050992 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
Q.	Fisher Scientific Co, LLC Vendor Number: 061420 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
R.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	$59,054	Blanket Purchase Order
S.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Fund: 408 EMS Cost Center: 330302	$75,000	Blanket Purchase Order
T.	Knowles On Site Repair, Inc. Vendor Number: 423016 Fund: 145 (Fire) Cost Center: 330206	$50,000	Blanket Purchase Order
U.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	$150,000	Blanket Purchase Order

(Continued on Page 35)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16450 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order Number 2 to Purchase Order 190430 G & S Holdings, LLC.
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to the Purchase Order for G & S Holdings, LLC (Empire Trucks) for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance- John Dosh, Interim Public Safety Director

That the Board approve and authorize the Interim Public Safety Director to execute the following Change Order Number 2, adding funds to the G & S Holdings, LLC (Empire Trucks), Purchase Order 190430, to help with the funding for maintenance and repair of the Fire Rescue fleet:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$50,000
Vendor:	G & S Holdings, LLC (Empire Trucks)
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190430
Change Order #:	2
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$125,000
New PO Total:	$125,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

In its meeting held October 4th, 2018, the Board authorized issuance of a blanket purchase order to G & S Holding, LLC, in the amount of $50,000, for repair and maintenance of Public Safety's fire service fleet for Fiscal Year 2018-2019. Upon a review of the Purchase Order, it had been determined that an additional $25,000 was projected to be required to maintain the fire services fleet through the end of the Fiscal Year. This Change Order was approved by the Board on May 2nd, 2019.

Due to increase in component failures, which has contributed to additional repairs, an additional $50,000 is being requested. A few examples of associated cost include increased call load, and high mileage of apparatus. Another major contributing unforeseen factor would be the repairs to Regen systems on the 2010 model engines, which has proven to be costly.

BUDGETARY IMPACT:

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

G.S.Holding.Original.PO

G.S.Holding.CO#1

PURCHASE ORDER NO. 190430

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
050992 FAX: 601-932-1570
G & S HOLDINGS LLC
EMPIRE TRUCK SALES LLC
373 HIGHWAY 49 SOUTH
RICHLAND MS 39218

SHIP TO
FIRE SERVICES
6575 NORTH "W" STREET
PENSACOLA FL 32505

ATTN: NORM ROBINSON 475-5557

ORDER DATE: 10/15/18	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 19000461	REQ. DATE: 10/19/18
TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PURCHASE ORDER FOR MAINTENACE AND REPAIR OF FIRE APPARATUS. FOR THE PERIOD 10/1/2018 THROUGH 9/30/2019 AS APPROVED BY THE BCC ON 10/4/18	50000.0000	50,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330206	54601	50,000.00	

PAGE TOTAL $ 50,000.00
TOTAL $ 50,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER/CONTRACT

Vendor Code: 50992 Vendor Name: G & S Holdings, LLC (Empire Trucks)

Change Order Request No. 1 P.O. No. 190430 Contract No.

Contract Name:

Date: 05/08/19 Department: Public Safety

This Change Order # 1 Per ( )Page Attachment(s) is in accordance to and within the Scope of the Award and Provides For:

Repair & maintenance of the Departments Fire Service Fleet.

Previous Purchase Order Total Dollars:	$50,000.00
Net Dollars For This Change Addition :	$25,000.00
New Purchase Order Total Dollars:	$75,000.00
Previous Contract Total dollars:	
Net Dollars for This Change Addition :	
New Contract Total Dollars:	$0.00

COST CENTER:	OBJECT CODE:	+ / - CHANGES	TOTAL(S)
330206	54601	$25,000.00	$75,000.00

☑ Check if applicable / Date of BCC action 5/2/19 (ATTACH RESUME)

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ **Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.**

Contract Administrator's Certification & Approval [signature] Date: 5/8/19

Office of Purchasing Review: Agent Date Purchasing Manager Date:

County Administrator's Approval Date:

F0020-1 (Revised 6/21/02)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16020 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/02/2019
Issue: Change Order Number 1 to Purchase Order 190430 to G & S Holdings, LLC
From: MATTHEW COUGHLIN, Asst County Administrator
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to G & S Holdings, LLC, for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance - Matthew Coughlin, Assistant County Administrator

That the Board approve and authorize the Interim County Administrator to execute the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire service fleet through the end of the Fiscal Year:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	G & S Holdings, LLC
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190430
Change Order #:	1
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$25,000
New PO Total:	$75,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

In its meeting held October 4, 2018, the Board authorized issuance of a blanket purchase order to G & S Holding, LLC, in the amount of $50,000, for repair and maintenance of Public Safety's fire service fleet for Fiscal Year 2018-19. Upon a review of the Purchase Order, it has been determined that an additional $25,000 is projected to be required to maintain the fire services fleet through the end of the fiscal year. The Change Order request is due to an unforeseen increase in component failures, which has contributed to additional repairs.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Services, Cost Center 330206, Fire Department Paid

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

BCC Minutes 10_04_18
PO 190430

PURCHASE ORDER NO. 190430

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
050992 FAX: 601-932-1570
G & S HOLDINGS LLC
EMPIRE TRUCK SALES LLC
373 HIGHWAY 49 SOUTH
RICHLAND MS 39218

SHIP TO
FIRE SERVICES
6575 NORTH "W" STREET
PENSACOLA FL 32505

ATTN: NORM ROBINSON 475-5557

ORDER DATE: 10/15/18	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 19000461	REQ. DATE: 10/19/18
TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PURCHASE ORDER FOR MAINTENACE AND REPAIR OF FIRE APPARATUS. FOR THE PERIOD 10/1/2018 THROUGH 9/30/2019 AS APPROVED BY THE BCC ON 10/4/18	50000.0000	50,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330206	54601	50,000.00	

PAGE TOTAL $ 50,000.00
TOTAL $ 50,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16456 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order Number 2 to Purchase Order 190436 Knowles On Site Repair Inc.
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Knowles On Site Repair Inc., for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance- John Dosh, Interim Public Safety Director

That the Board approve and authorize the Interim Public Safety Director to execute the following Change Order Number 2, adding funds to the Knowles On Site Repair Inc., Purchase Order 190436, to help with the funding for maintenance and repair of the Fire Rescue Fleet:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190436
Change Order #:	2
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$50,000
New PO Total:	$100,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

In its meeting held October 4th, 2018, the Board authorized issuance of a blanket purchase order to Knowles On Site Repair, Inc., in the amount of $50,000, for repair and maintenance of Public Safety's fire service fleet for Fiscal Year 2018-2019. Upon a review of the Purchase Order, it had been determined that an additional $25,000 was projected to be required to maintain the fire services fleet through the end of the Fiscal Year. This Change Order was approved by the Board on May 2nd, 2019.

Due to increase in component failures, which has contributed to additional repairs, an additional $25,000 is being requested. A few examples of associated cost include increased call load, and high mileage of apparatus. Another major contributing unforeseen factor would be the repairs to Regen systems on the 2010 model engines, which has proven to be costly.

BUDGETARY IMPACT:

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Knowles.PO

Knowles.CO#1

PURCHASE ORDER NO. 190436

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
423016 FAX: 850-466-5726
KNOWLES ON SITE REPAIR INC
7481 N PALAFOX STREET
PENSACOLA FL 32503

SHIP TO
FIRE SERVICES
6575 NORTH "W" STREET
PENSACOLA FL 32505

ATTN: NORM ROBINSON 475-5557

ORDER DATE: 10/16/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19000463	REQ. DATE: 10/19/18
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY & ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PURCHASE ORDER FOR THE PERIOD 10/01/18 THRU 9/30/19 FOR AUTOMOTIVE REPAIR. AS APPROVED BY THE BCC ON 10/4/18	50000.0000	50,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330206	54601	50,000.00	

PAGE TOTAL	$	50,000.00
TOTAL	$	50,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

19000463
19 0436

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
P.	G & S Holdings, LLC Vendor Number: 050992 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
Q.	Fisher Scientific Co, LLC Vendor Number: 061420 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
R.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	$59,054	Blanket Purchase Order
S.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Fund: 408 EMS Cost Center: 330302	$75,000	Blanket Purchase Order
T.	Knowles On Site Repair, Inc. Vendor Number: 423016 Fund: 145 (Fire) Cost Center: 330206	$50,000	Blanket Purchase Order
U.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	$150,000	Blanket Purchase Order

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
V.	Ten-8 Fire Equipment Inc. Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	$60,000	Blanket Purchase Order

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 35, with the exception of Items 12, 24, and 29, which were held for separate votes, as amended to drop Items 30 and 31.	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

7. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 16-17.024:

   A. Agreement Relating to Food Service Supplies, PD 16-17.024, between Sysco Gulf Coast, Inc., and Escambia County, Florida; and

   B. Agreement Relating to Food Service Supplies, PD 16-17.024, between The Merchants Company, Inc., and Escambia County, Florida.

   [Funding: Fund 175, Transportation Trust Fund, Cost Center 290202]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 35, with the exception of Items 12, 24, and 29, which were held for separate votes, as amended to drop Items 30 and 31.	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER/CONTRACT

Vendor Code: 423016 Vendor Name: Knowles On Site Repair

Change Order Request No. 1 P.O. No. 190436 Contract No. _____

Contract Name: _____

Date: 05/08/19 Department: Public Safety

This Change Order # 1 Per _____ (____)Page Attachment(s) is in accordance to and within the Scope of the Award and Provides For:

Repair & maintenance of the Departments Fire Service Fleet.

Previous Purchase Order Total Dollars:		$50,000.00
Net Dollars For This Change	Addition :	$25,000.00
New Purchase Order Total Dollars:		$75,000.00
Previous Contract Total dollars:		
Net Dollars for This Change	Addition :	
New Contract Total Dollars:		$0.00

COST CENTER:	OBJECT CODE:	+ / - CHANGES	TOTAL(S)
330206	54601	$25,000.00	$75,000.00

☑ Check if applicable / Date of BCC action 5/2/19 (ATTACH RESUME)

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ **Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.**

Contract Administrator's Certification & Approval _____ Date: 5/8/19

Office of Purchasing Review: Agent _____ Date _____ Purchasing Manager _____ Date: _____

County Administrator's Approval _____ Date: _____

F0020-1 (Revised 6/21/02)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16021 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/02/2019
Issue: Change Order Number 1 to Purchase Order 190436 to Knowles On Site Repair Inc.
From: MATTHEW COUGHLIN, Asst County Administrator
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Knowles On Site Repair Inc., for the Public Safety Department's Fire Rescue Fleet Repair and Maintenance - Matthew Coughlin, Assistant County Administrator

That the Board approve and authorize the Interim County Administrator to execute the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire service fleet through the end of the Fiscal Year:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$25,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	190436
Change Order #:	1
Original Award Amount:	$50,000
Cumulative Amount of Change Orders through this CO:	$25,000
New PO Total:	$75,000

[Funding Source: Fund 143, Fire Services Fund, Cost Center 330206, Fire Department Paid]

BACKGROUND:

In its meeting held October 4, 2018, the Board authorized issuance of a blanket purchase order to Knowles On Site Repair Inc., in the amount of $50,000, for repair and maintenance of Public Safety's fire service fleet for Fiscal Year 2018-19. Upon a review of the Purchase Order, it has been determined that an additional $25,000 is projected to be required to maintain the fire services fleet through the end of the fiscal year. The Change Order request is due to an unforeseen increase in component failures, which has contributed to additional repairs.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Services, Cost Center 330206, Fire Department Paid

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

BCC Minutes

PO 190436

PURCHASE ORDER NO. 190436

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
423016 FAX: 850-466-5726
KNOWLES ON SITE REPAIR INC
7481 N PALAFOX STREET
PENSACOLA FL 32503

SHIP TO
FIRE SERVICES
6575 NORTH "W" STREET
PENSACOLA FL 32505

ATTN: NORM ROBINSON 475-5557

ORDER DATE: 10/16/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19000463	REQ. DATE: 10/19/18
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY & ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PURCHASE ORDER FOR THE PERIOD 10/01/18 THRU 9/30/19 FOR AUTOMOTIVE REPAIR. AS APPROVED BY THE BCC ON 10/4/18	50000.0000	50,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330206	54601	50,000.00	

PAGE TOTAL	$	50,000.00
TOTAL	$	50,000.00

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

19000463
19 0436

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
P.	G & S Holdings, LLC Vendor Number: 050992 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
Q.	Fisher Scientific Co, LLC Vendor Number: 061420 Fund: 143 (Fire Services) Cost Center: 330206	$50,000	Blanket Purchase Order
R.	Infor Public Sector, Inc. Vendor Number: 090615 Fund: 001 (General) 145 (Fire) 408 (EMS) Cost Centers: 330403, 330206, 330302	$59,054	Blanket Purchase Order
S.	McKesson Medical-Surgical, Inc. Vendor Number: 423474 Fund: 408 EMS Cost Center: 330302	$75,000	Blanket Purchase Order
T.	Knowles On Site Repair, Inc. Vendor Number: 423016 Fund: 145 (Fire) Cost Center: 330206	$50,000	Blanket Purchase Order
U.	Sunbelt Fire, Inc. Vendor Number: 195886 Fund: 145 (Fire) Cost Center: 330206	$150,000	Blanket Purchase Order

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued...

	Vendor	Amount	Contract Number
V.	Ten-8 Fire Equipment Inc. Vendor Number: 200935 Fund: 145 (Fire) Cost Center: 330206	$60,000	Blanket Purchase Order

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 35, with the exception of Items 12, 24, and 29, which were held for separate votes, as amended to drop Items 30 and 31.	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

7. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the following Agreements covered by PD 16-17.024:

   A. Agreement Relating to Food Service Supplies, PD 16-17.024, between Sysco Gulf Coast, Inc., and Escambia County, Florida; and

   B. Agreement Relating to Food Service Supplies, PD 16-17.024, between The Merchants Company, Inc., and Escambia County, Florida.

   [Funding: Fund 175, Transportation Trust Fund, Cost Center 290202]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Items 1 through 35, with the exception of Items 12, 24, and 29, which were held for separate votes, as amended to drop Items 30 and 31.	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16443 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Purchase Order to McDelt, LLC for CDBG Housing Rehabilitation at 4770 Cerny Road
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order to McDelt, LLC, for Community Development Block Grant Housing Rehabilitation at 4770 Cerny Road - Tonya Green, Neighborhood & Human Services Director

That the Board ratify the County Administrator's signature concerning Purchase Order 191380 to McDelt, LLC, concerning CDBG Housing Rehabilitation Project at 4770 Cerny Road for $54,900 (original bid price of $48,200, plus change order of $6700).

[Funding: Fund 129, 2015 CDBG, Cost Center 370223 and 2016 CDBG, Cost Center 370227]

BACKGROUND:

The Community Development Block Grant (CDBG) Housing Rehabilitation program provides funding for moderate housing rehabilitation for low and moderate income homeowners. On 1/25/19, the Neighborhood Enterprise Division solicited sealed bids via Vendor Registry and publication in the *Pensacola News Journal* for moderate housing rehabilitation for 4770 Cerny Road. Repairs to be performed include new roof installation, electrical re-wire, replumbing, window replacement, cabinetry replacement, and other associated interior and exterior repairs. Six contractors attended the pre-bid conference and two sealed bids were received (see Exhibit I for bid documents). A contract (Exhibit II) dated 3/28/19 was awarded to McDelt, LLC, in the amount of $48,200, with a Notice to Proceed date of 5/6/19. The homeowner has moved out of her home in order for work to be done on the property. After the start of the job, damage was uncovered which is requiring a change order (Exhibit III) in the amount of $6700, to bring the job total to $54,900. The work change includes replacing all the decking on the roof since it was discovered that all the existing roof decking had delaminated and needs replacement, replacement of terracotta plumbing lines with PVC, and replacement of wall paneling in two rooms when wood rot was discovered during the rewire and when replacing windows. The contractor requested an additional week to complete the work. As the

work was originally scheduled to be complete on July 5, a request was made to County Administration and Purchasing to approve the additional work and the purchase order and bring the item to the Board for ratification at the next Board meeting instead of placing a stop work on the project until the item could be approved by the Board, which would keep the homeowner out of her home for a longer period, cause the contractor to move to other projects in order to keep his workers busy, and possibly cause damage to the home. The purchase order (Exhibit IV) was approved by the County Administrator on July 5.

BUDGETARY IMPACT:

Funding is available in Fund 129, 2015 CDBG, Cost Center 370223 and 2016 CDBG, Cost Center 370227.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The project will be completed by the Neighborhood Enterprise Division.

Attachments

Ex I-4770 Cerny Bid documents

Ex II-4770 Cerny Contract

Ex III-4770 Cerny C.O.

Ex IV-4770 Cerny Purchase Order

EXHIBIT I

Expired Solicitation

Manage expired solicitation

Expired Solicitations / Expired Solicitation

REOPEN COPY ANALYTICS QUESTIONS SET TO 'IN REVIEW'

SET TO 'AWARDED' SET TO 'CANCELLED' NOTIFY ADD NOTE

COPY TO CONTRACT

Status: Awarded

Solicitation: NED-C-R-2019-2

Solicitation Request: NED, CDBG SINGLE FAMILY HOUSING REPAIR PROJECT FOR STARR M. HOPKINS

Deadline: 2/8/2019 12:00 PM (Central Time)

Pre-Solicitation Meeting-Date: 2/1/2019 8:30 AM (Central Time)

Pre-Solicitation Meeting-Details: This is a mandatory on site meeting at the project site and will be at 8:30a.m. on February 01, 2019.

Description:
Ned, CDBG single family housing repair project for Starr M. Hopkins located at 4770 Cerny Road, Pensacola, Florida 32526. Repairs are include window and door replacement, electrical rewire, re-plumb house, HVAC system, roof replacement and general repairs.

Allow Online Bid Submittal: No

Products and Services Keywords:

- home construction, single family
- painting

Products and Services:

- Home Construction, Single Family

- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)

Documents: Manage Documents

- CDBG Moderate Rehab Specs - Hopkins.doc
- Hopkins pre-bid.pdf
- BID COMMITTEE MINUTES 02-11-19.docx

Notified Vendors:

- 1/25/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 1/25/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 1/25/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 1/25/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 1/25/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 1/25/2019 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 1/25/2019 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 1/25/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 1/25/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
- 1/25/2019 - Chris Perritt LLC (chrp4x4@aol.com)
- 1/25/2019 - Citrus Sandblast (brandon@citrussandblast.com)
- 1/25/2019 - Construction Bid Source (chin@constructionbidsource.com)
- 1/25/2019 - Construction Bid Source (hannah@constructionbidsource.com)
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- 1/25/2019 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 1/25/2019 - Design Home Builders, Inc. (tony234@bellsouth.net)
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- 1/25/2019 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 1/25/2019 - Emry Construction LLC (emryconstruction@gmail.com)
- 1/25/2019 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 1/25/2019 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 1/25/2019 - Grand Service Company, LLC. (markg7149@gmail.com)
- 1/25/2019 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 1/25/2019 - Greenhut Construction (randy@greenhut.com)
- 1/25/2019 - Huey's Works Corporation (admin@hueysworks.com)
- 1/25/2019 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 1/25/2019 - Infrastructure Specialty Services (tammy@issglobalservices.com)

- 1/25/2019 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 1/25/2019 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 1/25/2019 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 1/25/2019 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 1/25/2019 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 1/25/2019 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 1/25/2019 - MCDELT LLC (nisbez@me.com)
- 1/25/2019 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 1/25/2019 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 1/25/2019 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 1/25/2019 - Mike Motes Builders LLC (amotes6912@aol.com)
- 1/25/2019 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 1/25/2019 - Olvera Company (mike@olveracompany.com)
- 1/25/2019 - ParsCo, LLC (amir@pars-co.net)
- 1/25/2019 - Pat's Pump & Blower (davidp@patspump.com)
- 1/25/2019 - Pat's Pump & Blower (patspump@aol.com)
- 1/25/2019 - Renaissance BCI (jack@renaissance-bci.com)
- 1/25/2019 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 1/25/2019 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 1/25/2019 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 1/25/2019 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 1/25/2019 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 1/25/2019 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 1/25/2019 - Utility Service Co, INC (rlee@uscofl.com)
- 1/25/2019 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 1/25/2019 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/1/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
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- 2/19/2019 - Greenhut Construction (randy@greenhut.com)
- 2/19/2019 - Homes By Vets (eric@homesbyvets.com)
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- 2/19/2019 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 2/19/2019 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)

- 2/19/2019 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 2/19/2019 - MCDELT LLC (nisbez@me.com)
- 2/19/2019 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 2/19/2019 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 2/19/2019 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 2/19/2019 - Mike Motes Builders LLC (amotes6912@aol.com)
- 2/19/2019 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 2/19/2019 - Olvera Company (mike@olveracompany.com)
- 2/19/2019 - ParsCo, LLC (amir@pars-co.net)
- 2/19/2019 - Pat's Pump & Blower (davidp@patspump.com)
- 2/19/2019 - Pat's Pump & Blower (patspump@aol.com)
- 2/19/2019 - Renaissance BCI (jack@renaissance-bci.com)
- 2/19/2019 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 2/19/2019 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 2/19/2019 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 2/19/2019 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 2/19/2019 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 2/19/2019 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 2/19/2019 - Utility Service Co, INC (rlee@uscofl.com)
- 2/19/2019 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 2/19/2019 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 2/19/2019 - Wharton-Smith, Inc. (estimatinggulf@whartonsmith.com)
- 3/18/2019 - 850 Paint Pro (rick850@gmail.com)
- 3/18/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 3/18/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 3/18/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 3/18/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 3/18/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 3/18/2019 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 3/18/2019 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 3/18/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 3/18/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
- 3/18/2019 - Chris Perritt LLC (chrp4x4@aol.com)
- 3/18/2019 - Citrus Sandblast (brandon@citrussandblast.com)
- 3/18/2019 - Construction Bid Source (chin@constructionbidsource.com)
- 3/18/2019 - Construction Bid Source (hannah@constructionbidsource.com)
- 3/18/2019 - Construction Bid Source (pearl@constructionbidsource.com)
- 3/18/2019 - Construction Journal (bids@thecj.com)
- 3/18/2019 - Curley Construction of NW FL Inc (c2144@cox.net)
- 3/18/2019 - D & K Concrete construction (dkconcrete24@gmail.com)
- 3/18/2019 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 3/18/2019 - Design Home Builders, Inc. (tony234@bellsouth.net)

- 3/18/2019 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 3/18/2019 - Duggins Services, Inc (asmith@dugginsservices.com)
- 3/18/2019 - Duggins Services, Inc (sales@dugginsservices.com)
- 3/18/2019 - E. O. Koch Construction Co. (mike@eokoch.com)
- 3/18/2019 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 3/18/2019 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 3/18/2019 - empire builders (mike@empirebuildersgroup.com)
- 3/18/2019 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 3/18/2019 - Emry Construction LLC (emryconstruction@gmail.com)
- 3/18/2019 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 3/18/2019 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 3/18/2019 - Grand Service Company, LLC. (markg7149@gmail.com)
- 3/18/2019 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 3/18/2019 - Greenhut Construction (randy@greenhut.com)
- 3/18/2019 - Homes By Vets (eric@homesbyvets.com)
- 3/18/2019 - Huey's Works Corporation (admin@hueysworks.com)
- 3/18/2019 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 3/18/2019 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 3/18/2019 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 3/18/2019 - JSX Incorporated (jsparks@jsxcorp.com)
- 3/18/2019 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 3/18/2019 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 3/18/2019 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 3/18/2019 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 3/18/2019 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 3/18/2019 - MCDELT LLC (nisbez@me.com)
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- 3/18/2019 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
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- 3/18/2019 - Mike Motes Builders LLC (amotes6912@aol.com)
- 3/18/2019 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 3/18/2019 - Olvera Company (mike@olveracompany.com)
- 3/18/2019 - ParsCo, LLC (amir@pars-co.net)
- 3/18/2019 - Pat's Pump & Blower (davidp@patspump.com)
- 3/18/2019 - Pat's Pump & Blower (patspump@aol.com)
- 3/18/2019 - Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 3/18/2019 - Renaissance BCI (jack@renaissance-bci.com)
- 3/18/2019 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 3/18/2019 - Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 3/18/2019 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 3/18/2019 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 3/18/2019 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)

- 3/18/2019 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 3/18/2019 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 3/18/2019 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 3/18/2019 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 3/18/2019 - Utility Service Co, INC (rlee@uscofl.com)
- 3/18/2019 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 3/18/2019 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 3/18/2019 - Wharton-Smith, Inc. (estimatinggulf@whartonsmith.com)

Additions:

Addition 1: Bid awarded to MCDELT LLC

Posted: 3/18/2019

Amount: $48,200.00

Documents:

- NED Bid Cmte Mintues 02.11.19[1].pdf

Need help? Call Glenda Williams, Buyer Support Manager at 844-247-4220 (toll-free) or email: gwilliams@vendorregistry.com

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ESCAMBIA COUNTY CDBG HOUSING REHABILITATION

OWNER:	Starr M. Hopkins	**JOB #:**	C-R-2019-2
ADDRESS:	4770 Cerny Road	**DATE PREPARED:**	01/08/2019
	Pensacola, Florida, 32526	**OPENING DATE:**	01/25/2019
PHONE:	850-346-0713	**CLOSING DATE:**	02/08/2019
		CLOSING TIME:	Noon

I/(we) certify that I/(we) have carefully examined the Housing Rehabilitation Specifications, Associated Lead Based Paint Specifications (if applicable), General Conditions and Insurance/Bid Requirements, and I/we have also examined the site on which proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional workmanship manner and to complete the work at the price listed.

$ _____ REHABILITATION COST

_____ CONTRACTOR'S SIGNATURE

$ _____ ASSOCIATED LEAD BASED PAINT COST

_____ TITLE

$ _____ TOTAL JOB COST

_____ FIRM

_____ FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

_____ BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS AND INSPECTIONS: **Plumbing, Electrical, Mechanical, Roofing, Windows and Doors**

Type of Construction: Wood Framing Outside Dimensions: 48'x24'+14'x4'

Home was built in 1960

Family Room:	12'x12'8"x8'	Bedroom 1:	9'x9'6"+3'x3'+cl2'x3x8'
Living room:	12'8"x12'+cl2'x3'x8'	Bedroom 2:	10'x10'4"+2'8"x2'4"+cl3'x2'x8'
Dining Room:	12'8"x10'x8'	Bedroom 3:	10'x10' + cl3'x2'x8'
Kitchen:	6'x10'x8'	Laundry/utility:	11'8"x10'x8'
Hallway:	11'8"x3'+3'4"x3'6"x8'	Roof:	49'x15'x2+3'x10x2
Heater Closet:	3'x3'6"x8'	Vent-a-ridge:	40 lineal feet
Bath:	5'x7'x8'	Ridge:	22 lineal
	3'x3'6"x8'	Roof:	49'x15'x2+3'x10x2

All measurements are for reference only and should be confirmed by the bidder

Mandatory on-Site Pre-Bid Conference: February 01, 2019 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Submit COVER SHEET AND ALL NUMBERED PAGES OF BID with signature of Contractor and bid price in ink. Specifications in pencil will be rejected. Bids must be in a sealed envelope and hand-delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502 office by 12:00 noon at the closing date specified. NO email or fax submissions will be accepted.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.
The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings. Items left within the unit, which are to be removed/replaced by the Contractor become the property of the Contractor.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job.
The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner’s Release & Warranty)
- Warranty packet for all covered items provided to NED Staff
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor’s Final Affidavit
- Original Invoice from Contractor
- Surety’s Consent to Final Payment if applicable

LEAD BASED PAINT (LBP)/RRP REQUIREMENTS

Abatement of LBP, at or above the LSHR hazardous level, will be performed by a certified Lead Abatement Contractor, with no rehab work to begin until the Abatement Contractor has achieved clearance.

The subject housing unit was built prior to 1978 and is therefore a “targeted property” under the EPA’s RRP rule, as some painted surfaces may be disturbed. Therefore, “Safe work practices” is required along with submittal by the RRP Contractor of “Renovation Record-Keeping Checklist” form.

COMPLETION DATE

There is a SIXTY (60) day time limit on each rehabilitation job. For every day worked in excess of the SIXTY DAY contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

A Notice to Proceed will be issued once the homeowner has vacated the property and will take into account LBP remediation to be performed by a certified Lead Abatement Contractor if applicable to the property.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs) the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old)
*County Vendor Information sheet (less than one year old)
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.** Performance and Payment Bond format will be provided.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details. [*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:
*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

CDBG Rehabilitation Program
Starr M. Hopkins
4770 Cerny Road
Pensacola, Florida, 32526
PAGE 1

GENERAL:

- The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Record keeping Checklist” form.
- Federal funds (Escambia County CDBG) are being used to renovate this property
- Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm’s certification must be submitted prior to entering contract with said contractor.

- The Homeowner will have the following sample choices, **where applicable:**
- Roof color 1 choice
- Cabinet style and color 1 choice
- Cabinet pulls and knobs style and color 1 choice
- Counter top color 1 choice
- Interior Trim, Satin or Semi-Gloss Latex 1 choice
- Interior Walls, Eggshell Latex 1 choice

MECHANICAL:
Install new heat pump system with air handler using existing space in hall with new duct system and new registers and returns.
Heater space will need to be modified including platform and door unit to meet Escambia County Code.
Return air grill is to be removable filter type with filter installed.
Heater closet and new unit are to meet current Escambia County Code.
All units installed during rehabilitation must meet state energy efficiency rating guidelines.
Install a new digital thermostat control.
All interior doors of heated rooms must have ½” clearance from top of finished floor covering to bottom of door for return air.
Mechanical Contractor to provide NED with a Manual J to support unit size installed.
Install new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified in bathroom vented to the atmosphere as per Escambia County code.
Install new dryer exhaust vented to the atmosphere as per Escambia County code.
Detach and reset existing Micro-hood and exhaust to atmosphere, this may require an adapter from hood to duct. There will be no implied warranty on the Micro-hood unit.
Mechanical total $_____

ELECTRICAL:

Remove existing electrical wiring and metal boxes. Re-wire total house to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.

A new meter base/power pack and riser may be required. A new breaker panel may be required.

Install disconnects at equipment and appliances where required by Escambia County Code.

All smoke detectors shall be hardwired with battery back-up as required per Escambia County Code.

All receptacles, switches and cover plates shall be new devices.

All existing and new appliances will have new pigtails installed to match new receptacles.

Unit shall have 2 exterior receptacles, one on front and one on the back, consult homeowner for location.

In each new light fixture install 60-watt equivalent led light bulbs. Install a light fixture at all locations where there is an existing light fixture, these may be new or existing fixtures.

Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where there are existing fans. If there aren't any existing fans, the above-mentioned blocking and switches are to be installed in all bedrooms and living room.

Install receptacle and switch for future disposal and dishwasher.

Install a new doorbell with a new button at front door.

Install new lighting fixtures at the exterior entries as required by Escambia County Code.

Contractor is to allow a $300.00 lighting/fan allowance for the Homeowner.

Smoke detectors and light bulbs are not included in the lighting allowance.

Existing light fixtures and fans may be reset by agreement between Homeowner and Contractor if fixtures are in working and safe condition.

A lighting allowance is a value placed upon the purchase of light fixtures selected by the Homeowner and to be installed by the Contractor in homes rehabilitated or reconstructed.

The value placed upon these goods does not include sales tax or bulbs.

The Contractor is responsible for the purchase and installation of LED bulbs (which are to be installed in each open socket) of the fixtures. The Homeowner may utilize any recognized electrical material or construction material supplier of their choosing, as long as the fixture is "underwriters-laboratory" approved and labeled for the location it is to be placed.

Note to Homeowner: If more than Four (4) fans are selected for installation the homeowner will be responsible for any additional charges by the electrician for assembly and installation of the additional fans.

Electrical total $_____

PLUMBING:
Replace fresh water supply lines going to fixtures and appliances, also to include two ¼ turn sill cocks on exterior of home as required as per Escambia County Code.
Install a new 40 gallon electric Water Heater. New heater will be located in the laundry room.
Main supply line from meter to house is to be replaced if required with 160 psi PVC pipe.
Install new washer box as per Escambia County Code.
Install new ice maker line and box as per Escambia County Code.
Install a new Delta vanity sink faucets with pop up drain model 520-MPU-DST or equivalent.
Install 1 new Delta tub/shower faucet with valve model 144910 or equivalent.
Install a new double bowl stainless steel sink with minimum 7" deep bowls.
Install a new Delta kitchen faucet with sprayer model 400-DST or equivalent.
Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves as required per Escambia County Code. Hot water valve at kitchen sink should be a 3-way for future dishwasher connection.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilets, bath and kitchen sinks.
Clear main drain of tree roots.
Plumbing total $_____

KITCHEN:
Remove existing drywall on walls as required, install R-13 craft backed insulation on exterior wall.
Install drywall on walls and texture to match surrounding area.
Remove existing ceiling exhaust fan and repair drywall and texture to match surrounding area.
Kitchen total $_____

INTERIOR DOORS:
Replace interior door units with new 6 panel hollow core door units with trim and lock sets on all bedroom entries, closets, bathroom and laundry.
All interior doors of heated rooms must have ½" clearance from top of finished floor covering to bottom of door for return air.
Interior door total $_____

INTERIOR TRIM AND CASEMENT WORK:
Install all missing and damaged wood base (approximately 175 lineal feet), trim molding and case work to match existing throughout home as close as possible.
Interior trim and casement work total $_____

CABINETRY:
Remove upper and lower cabinets in kitchen and dispose.
Install approximately 20 linear feet of upper with duct chase and lower cabinets with at least 1 drawer stack.
In lieu of a cabinet install cabinet panel for dishwasher. Homeowner to install dishwasher later.
Install approximately 14 linear feet of new standard grade post formed counter top with an incorporated back splash and caps and or end splashes in kitchen. Homeowner is to select color of top.
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished or painted with the homeowner selecting the color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.
Back is to be of 3/16" plywood with ½" hanger rails. Toe kick is ½" plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.
Cabinetry total $_____

INTERIOR WALLS:
Repair all drywall surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area, then prep and prime as required. Detach and reset paneling and trim as required to perform upgrades.
Interior wall repairs and prep work total $_____

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing then prep and prime as required.
Interior ceiling repair and prep work total $_____

INTERIOR PAINTING:
Painting of the interior of the house is to include all walls, trim, openings, doors and ceilings (all painted surfaces). Walls will be one color in all rooms and will have a latex egg shell finish and the woodwork may be a contrasting color with a latex satin or semi-gloss finish.
Colors are to be selected by Homeowner.
Ceilings are to be white.
Painting is to include closets.
Interior painting total $_____

WINDOWS AND EXTERIOR DOORS:
There are nine (9) existing openings with windows that are to be replaced with new retrofit custom windows (windows that are built specifically to fit existing openings).
The new windows are to be vinyl framed, insulated (double glazed) single hung window units with low E glazing fitted with screens.
Windows in the bedrooms are to meet egress requirements as per Escambia County Code.
Replace front entry door unit with metal clad insulated 6 panel colonial door unit
with peep hole, threshold, weather stripping and trim on hurricane rated unit.
Install new dead bolt and lock set that are keyed alike on new exterior door unit.
Paint exterior of new door unit white with exterior grade paint.
Install new vinyl insulated (double glazed) sliding glass door unit complete with trim, low-e glass, screen and required hardware.
Install hurricane protection on windows and doors as per Escambia County Code.
Protection may be of the metal or fabric type.
Window and door total $_____

ROOF REPLACEMENT:
Remove existing roof covering and install as per Escambia County Building Code and certify decking attachment as per Escambia County Building Code.
Replace deteriorated decking with like, kind and quality approximately 120 square feet.
Install peel and stick secondary water barrier as per Escambia County Building Code.
Install new metal drip edge.
Install 30 year shingle roof as per manufacturer's specifications.
Install 40 Lineal foot of shingle over ridge vent.
Replace all boots with new lead or METAL/EPDM boots. Replace electrical riser boot with new split type if applicable.
Replace slant back vents.
Remove satellite dish and old gas vents, home is all electric and dish is not being reinstalled.
Roof replacement total $_____

NORTHWEST ELEVATION:
Weatherproof wall where cmu block meets slab. This may be done by cleaning surface and installing flashing imbedded in sealant approved for application or cleaning surface and applying sealant designed for the sealing of foundations.
Northwest elevation total $_____

TOTAL REHABILITATION COST:
$_____
(TO FRONT COVER)

ASSOCIATED LBP REPAIRS:
Replace wood base in living room, hallway, bedrooms and closet (approximately 200 lineal feet).
Caulk prep and paint approximately 200 lineal feet of base.
Associated LBP Total $_____

TOTAL ASSOCIATED LBP COST: **$_____**
(TO FRONT COVER)

TOTAL JOB COST: **$_____**
(TO FRONT COVER)

BID COMMITTEE MINUTES
HUD CDBG HOUSING REPAIR PROGRAM

NED Conference Room
221 Palafox Place, Suite 200
Pensacola, Fl. 32502
February 11, 2019
2:20 PM

The purpose of the meeting was to award a CDBG Housing Rehabilitation Job, a CDBG Lead Based Paint Abatement Job under the HUD CDBG Grant Program.

In attendance: Allison Wheelis, Tammy Plant and George Bell

By noon, February 8, 2019, the firms referenced below responded to the request for sealed bids for the HUD CDBG Housing Repair Program. The Bid Committee opened and recorded all bids. The job will be awarded by tabulated cost to the low bidder.

Rehabilitation Bid

*Denotes Cover Sheet Total ** Denotes Tabulated Total

The following bids were received for the home of Starr M. Hopkins, 4770 Cerny Road, Pensacola, FL 32526.

	Bids	Alternate	Total Bids
Huey's Works Corp	$58,175.00*	$0.00	$58,175.00**
MCDELT LLC	$54,900.00*	$0.00	$54,900.00**

Due to all Bids being over budget for the CDBG program, Neighborhood Enterprise Division staff negotiated with MCDELT LLC to get the project within CDBG maximum limits. The adjusted Bid price is $48,200.00 with MCDELT LLC awarded the project.

Lead Based Paint Abatement

*Denotes Cover Sheet Total ** Denotes Tabulated Total

The following bids were received for the home of Starr M. Hopkins, 4770 Cerny Road, Pensacola, FL 32526.

	Bids	Alternate	Total Bids
Andala Enterprises, Inc	$1,125.00*	$0.00	$1,125.00**
Curley Construction of NWFL, Inc	$1,570.00*	$0.00	$1,570.00**

The Bid Committee awarded the job to the lowest bidder Andala, Inc for the total amount of $1,125.00.

With there being no further business, the meeting was adjourned at 2:30 PM.

CDBG HOUSING REHABILITATION ASSISTANCE PROGRAM AGREEMENT

This agreement is made and entered into this 28th day of March 2019, by and between Starr M. Hopkins hereinafter referred to as the "Owner" and MCDELT, LLC, hereinafter referred to as "Contractor," and Escambia County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division, hereinafter referred to as "NED", has established the **CDBG Housing Rehabilitation Assistance Program** (the "Program") to provide Loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a CDBG Housing Rehabilitation Assistance Programloan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1: Scope of Work and Contract Price

The Owner does hereby employ the Contractor to do all work and provide all materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property known as: 4770 Cerny Road, Pensacola, Florida 32526 for the total sum of Forty Eight Thousand Two Hundred & 00/100 ---------- DOLLARS ($48,200.00), *comprised of $47,600.00 CDBG Housing Rehabilitation funds and $600.00 Associated Lead-Based Paint Abatement funds,* all in accordance with the plans and specifications which are attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof. County shall fund work pursuant to the terms of this agreement. In the event there is any conflict between the provisions of this Contract and the provisions of Exhibit "A," the provision of this Contract shall in all cases prevail.

Section 2: Workmanship

The Contractor does hereby agree that s/he will perform the work diligently and in a good workmanship manner, using the materials specified or material of at least equal quality. Further, s/he will employ artisans with the skills necessary to properly execute said work.

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work, and at the completion of the work he/she shall remove all his/her rubbish from and about the building and all his/her tools, scaffolding and surplus materials.

Section 3: Contractor's Insurance and Performance and Payment Bond Requirements

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by NED.

***Workers' Compensation Insurance**:* Contractor agrees that he/she and all subcontractors or others who may perform work in connection with this Project shall be required to maintain during the life of this contract, Florida statutory Workers' Compensation Insurance for all workers' compensation obligations imposed by state law and with employers' liability limits of at least $100,000 per accident and $100,000 per employee/$500,000 policy limit for disease or valid proof of exemption from the provisions of the Florida Workers' Compensation Law. All such coverage shall be written with insurance companies admitted to do business in Florida.

General Liability Insurance: Contractor agrees that he/she and all subcontractors or others who may perform work in connection with this Project shall be required to maintain during the life of this Contract, Commercial General Liability insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required. Escambia County shall be listed as Certificate Holder and an "additional insured" under the commercial general liability.

Automobile Coverage: *A*utomobile Liability insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use. Escambia County shall be listed as Certificate Holder and additional insured.

***Property Damage Liability**:* During the entire rehabilitation period from issuance of Order to Proceed through Homeowner's Release, the Contractor is solely responsible for any property damage which should occur to the dwelling and adjacent property.

Performance and Payment Bond: Where construction projects exceed $25,000, the Contractor must furnish Performance and Payment Bonds covering up to 100% of the award. Bonds must underwritten by a surety authorized to do business in the State of Florida and acceptable to the County. The surety must be rated as "A" or better and Class "V" or higher rating.

Evidence/Certificates of Insurance: Required insurance shall be documented in Certificates of Insurance which reflect Escambia County as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

Such notices shall be mailed to Escambia County, P.O. Box 1591, Pensacola, FL 32591. Attn: Neighborhood Enterprise Division

New Certificates of Insurance are to be provided to Escambia County as least 30 days prior to coverage renewals. If requested by the County, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements. 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 the Other Party's obligation to fulfill the insurance requirements herein.

Section 4: Protection of Adjacent Property

When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazard.

Section 5: Permits

The Contractor shall be responsible for obtaining all necessary permits for the work to be performed, and the work being done or any thereof shall not be deemed complete until same has been accepted as satisfactory by the Owner, Escambia County Building Inspections, and NED. Work will be completed in accordance with the specifications and plans and Florida Building Code.

Section 6: Assignment of Contract

The Contractor hereby agrees not to assign or sublet this contract without the written consent of the Owner and NED. The request for assignment shall be addressed to the Owner, c/o NED.

Section 7: Termination:

The NED shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions.

Section 8. Notice of Termination:

Upon the NED's determination that the Owner or Contractor has breached any term or provision of the Agreement, the NED shall provide the Owner and Contractor with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Owner/Contractor fails to remedy the breach to the NED's satisfaction within fifteen (15) days of the receipt of the written notice.

Section 9. Subsequent to Termination:

The NED shall provide the Owner and Contractor a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Owner/Contractor shall submit a cashier's check to the County for the total amount of any funds disbursed under this Agreement.

Section 10. Property Owner and Contractor as Independent Contractor:

The parties agree that the Owner and Contractor are independent contractors and not employees or agents of the County.

Section 11. Inspector:

The NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the funds provided under this Agreement. The NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the NED shall not act in a supervisory capacity during the course of the Project.

Section 12: Acceptance of Work

Upon satisfactory completion of work, NED will cause payment to the Contractor as provided for in Section 13 upon issuance of a written acceptance of work (a/k/a "Homeowner's Release"). If no claims associated with the work are recorded, this Contract shall be considered complete and the Contractor shall be discharged except as provided in Section 14.

Section 13: Payment Procedure

Escambia County does hereby agree to make payments in accordance with the following conditions:

a. Lump Sum Payments: Contracts of $15,000 or less will be paid in lump sum upon satisfactory completion of all contract requirements as specified herein.
b. Progress Payments: Contracts over $15,000 will be paid in two draws as follows: 40% will be paid when 50% of work is certified complete by NED, and the remaining 60% will be paid upon completion of all Contract requirements as stipulated herein.

Payments will be made within fifteen (15) days of the date of approval by the Clerk of the Circuit Court. All payments will be mailed to the Contractor directly from the Clerk of the Circuit Court's office.

Section 14: Contractor's Guarantee

Contractor hereby guarantees the improvements detailed in Exhibit "A" for a period of one year from the date of final inspection of all work required by this contract. Should any defects arise during that period, the homeowner is to notify the Contractor by phone and follow up with a letter describing the problem(s).

It is further agreed that the Contractor will furnish the Owner, c/o NED, all manufacturers' and suppliers' written guarantee/warranty documents covering materials and equipment provided through this contract.

Section 15: Notice to Proceed

It is agreed that NED is hereby obligated to issue a written Notice to Proceed to the Contractor within thirty (30) days from the date of award of bid. The bid and proposal, when accepted by NED, shall provide that the Contractor shall commence no work until he/she has received a written order to proceed. Work will begin no later than seven (7) days after the Notice to Proceed is issued.

Section 16: Completion of Work and Late Penalty

All work shall be satisfactorily completed within **SIXTY (60)** days from the date that the Notice to Proceed is issued. The Contractor shall achieve Substantial Completion of the entire work not later than **60** calendar days from the Notice to Proceed, as evidenced by a Certificate of Occupancy or Passed Building Inspections, subject to any adjustments of this Contract Time as provided in Contract documents. Liquidated damages shall be assessed against the final payment in the amount of $50.00 for each consecutive calendar day the Contractor is late in achieving Substantial Completion as certified by the County.

Section 17: Owner to Furnish Utilities for Rehabilitation Work [CHECK ONE]:

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete this work.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical necessary to complete this work.

Section 18: Owner's Responsibilities

The Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, when necessary.

Owner must allow and maintain a route of ingress and egress for Contractor's equipment on subject property.

Any funding advanced to the Owner or paid on the Owner's behalf in relation to the Owner's application and participation in the Program (such as Temporary Relocation, Moving & Storage, Title Search, Bid Advertisement, Permit Costs, Contractor Costs for special order materials, etc.) must be repaid to Escambia County if the Owner does not proceed with the Rehabilitation or does not relocate within the time frame prescribed above. If not repaid, a lien will be placed against the property for the total amount expended.

Section 19: Indemnification

To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 20: Release of Liens

The Contractor shall, upon completion of work, and prior to release of final payment by the County, as authorized by Owner, furnish NED with an affidavit certifying that all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this contract, have been paid in full, to the end that no liens of any kind or character (save except those between the parties hereto) may be affixed against the above described property.

Section 21: Lead Based Paint (LBP)/Renovation, Repair, and Painting Rule (RRP)

Subject property ☒ was/☐ was not constructed prior to 1978.

For properties constructed prior to 1978, NED/Owner has provided Contractor with a copy of Lead Based Paint Survey. Any LBP found in excess of HUD's guidelines as provided in the Lead Safe Housing Rule has/will be remediated according to Work Plans provided by Risk Assessor under separate contract.

Contractor is an EPA Certified Renovation Firm and has provided a copy of certification to Owner and NED. Contractor will assure that all work will be performed in accordance with the EPA/RRP Rule, including providing a copy of "Renovation Record keeping Checklist" at close of job to Owner and NED, if applicable.

A Risk Assessor will be contracted for final clearance at completion of work for pre-1978 properties. The clearance inspection will be limited to a visual inspection and dust wipe samples at the affected locations. Should a Contractor not achieve clearance the first time, all additional cleanings and clearances will be at the Contractor's expense or deducted from the Contract Price until clearance is achieved.

Section 22: Acknowledgements

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof. After execution of this contract, no change in the scope, quantity or quality of work will be undertaken without the prior written approval of the Owner, Contractor, and NED. Any request for change must be submitted in writing to NED and must detail proposed work and cost. Owner or Contractor preference shall not be cause for a change order. Furthermore, no extra cost will be paid when the Contractor has neglected to properly evaluate the extent of the rehabilitation work, as related to the work specifications.

This contract is based upon the availability of CDBG funds, and the County, NED, and/or the Owner reserve the right to cancel same on ten (10) days written notice should funding cease to be available. In the event of such occurrence, the Contractor will be paid for the work completed as of the contract termination date.

Section 23: Dispute Resolution

Should a dispute arise between the Owner and the Contractor, regarding work under this contract, which cannot be satisfactorily resolved by NED, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by NED. However, this in no way prohibits the Owner and/or the Contractor from further appeal.

Section 24: Notice to Owner of Florida's Construction Lien Law & Recovery Fund

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 25: Public Records: The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Owner/Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner/ Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner/Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Parties, and surety, if any, seven days written notice, during which period the Parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner/Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

Section 27. Notices: Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Starr M. Hopkins	MCDELT, LLC
Neighborhood Enterprise Division	4770 Cerny Road	4675 Balmoral Drive
221 Palafox Place, Suite 200	Pensacola, FL 32526	Pensacola, FL 32504
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 28. No Discrimination: The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 29. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 30. Governing Law. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 31. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 32. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 33. Authority. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

SIGNATURES CONTINUE ON NEXT PAGE

Signature of Contractor(s):	Signature of Owner(s): Starr M. Hopkins
Firm Name, Address, City, State, Zip: MCDELT, LLC 4675 Balmoral Drive Pensacola, Florida 32504	**Owner Name, Address, City, State, Zip:** Starr M. Hopklins 4770 Cerny Road Pensacola, FL 32526
FL and County License No.: SL # CGC1522813	
Witness as to Contractor:	**Witness as to Owner:** Derrick Williams
Date of Bid: 2/11/19	**Date of Acceptance:**

By: Amy Lovoy 4/2/19

Amy Lovoy
Interim County Administrator

EXHIBIT A
CDBG Rehabilitation Program
Starr M. Hopkins
4770 Cerny Road
Pensacola, Florida, 32526

GENERAL:

- The subject Housing Unit was built prior to 1978 and therefore is a "targeted property" under the EPA's RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of "safe work practices" is required along with submittal by the RRP Contractor of "Renovation Record keeping Checklist" form.
- Federal funds (Escambia County CDBG) are being used to renovate this property
- Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm's certification must be submitted prior to entering contract with said contractor.

- The Homeowner will have the following sample choices, **where applicable:**
- Roof color — 1 choice
- Cabinet style and color — 1 choice
- Cabinet pulls and knobs style and color — 1 choice
- Counter top color — 1 choice

MECHANICAL:
Install new heat pump system with air handler using existing space in hall with new duct system and new registers and returns.
Heater space will need to be modified including platform and door unit to meet Escambia County Code.
Return air grill is to be removable filter type with filter installed.
Heater closet and new unit are to meet current Escambia County Code.
All units installed during rehabilitation must meet state energy efficiency rating guidelines.
Install a new digital thermostat control.
All interior doors of heated rooms must have ½" clearance from top of finished floor covering to bottom of door for return air.
Mechanical Contractor to provide NED with a Manual J to support unit size installed.
Install new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified in bathroom vented to the atmosphere as per Escambia County code.
Install new dryer exhaust vented to the atmosphere as per Escambia County code.
Detach and reset existing Micro-hood and exhaust to atmosphere, this may require an adapter from hood to duct. There will be no implied warranty on the Micro-hood unit.
Mechanical total $_____

EXHIBIT A
CDBG Rehabilitation Program
Starr M. Hopkins
4770 Cerny Road
Pensacola, Florida, 32526

ELECTRICAL:

Remove existing electrical wiring and metal boxes. Re-wire total house to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.

A new meter base/power pack and riser may be required. A new breaker panel may be required.
Install disconnects at equipment and appliances where required by Escambia County Code.
All smoke detectors shall be hardwired with battery back-up as required per Escambia County Code.

All receptacles, switches and cover plates shall be new devices.

All existing and new appliances will have new pigtails installed to match new receptacles.

Unit shall have 2 exterior receptacles, one on front and one on the back, consult homeowner for location.

In each new light fixture install 60-watt equivalent led light bulbs. Install a light fixture at all locations where there is an existing light fixture, these may be new or existing fixtures.

Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where there are existing fans. If there aren't any existing fans, the above-mentioned blocking and switches are to be installed in all bedrooms and living room.

Install receptacle and switch for future disposal and dishwasher.

Install a new doorbell with a new button at front door.

Install new lighting fixtures at the exterior entries as required by Escambia County Code.

Contractor is to allow a $300.00 lighting/fan allowance for the Homeowner.

Smoke detectors and light bulbs are not included in the lighting allowance.

Existing light fixtures and fans may be reset by agreement between Homeowner and Contractor if fixtures are in working and safe condition.

A lighting allowance is a value placed upon the purchase of light fixtures selected by the Homeowner and to be installed by the Contractor in homes rehabilitated or reconstructed.
The value placed upon these goods does not include sales tax or bulbs.
The Contractor is responsible for the purchase and installation of LED bulbs (which are to be installed in each open socket) of the fixtures. The Homeowner may utilize any recognized electrical material or construction material supplier of their choosing, as long as the fixture is "underwriters-laboratory" approved and labeled for the location it is to be placed.

Note to Homeowner: If more than Four (4) fans are selected for installation the homeowner will be responsible for any additional charges by the electrician for assembly and installation of the additional fans.

Electrical total $_____

EXHIBIT A
CDBG Rehabilitation Program
Starr M. Hopkins
4770 Cerny Road
Pensacola, Florida, 32526

PLUMBING:
Replace fresh water supply lines going to fixtures and appliances, also to include two ¼ turn sill cocks on exterior of home as required as per Escambia County Code.
Install a new 40 gallon electric Water Heater. New heater will be located in the laundry room.
Main supply line from meter to house is to be replaced if required with 160 psi PVC pipe.
Install new washer box as per Escambia County Code.
Install new ice maker line and box as per Escambia County Code.
Install a new Delta vanity sink faucets with pop up drain model 520-MPU-DST or equivalent.
Install 1 new Delta tub/shower faucet with valve model 144910 or equivalent.
Install a new double bowl stainless steel sink with minimum 7" deep bowls.
Install a new Delta kitchen faucet with sprayer model 400-DST or equivalent.
Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves as required per Escambia County Code. Hot water valve at kitchen sink should be a 3-way for future dishwasher connection.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilets, bath and kitchen sinks.
Clear main drain of tree roots.
Plumbing total $_____

KITCHEN:
Remove existing drywall on walls as required, install R-13 craft backed insulation on exterior wall.
Install drywall on walls and texture to match surrounding area.
Remove existing ceiling exhaust fan and repair drywall and texture to match surrounding area.
Kitchen total $_____

INTERIOR TRIM AND CASEMENT WORK:
Install all missing and damaged wood base (approximately 175 lineal feet), trim molding and case work to match existing throughout home as close as possible.
Interior trim and casement work total $_____

INTERIOR WALLS:
Repair all drywall surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area. Detach and reset paneling and trim as required to perform upgrades.
Interior wall repairs and prep work total $_____

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.
Interior ceiling repair and prep work total $_____

CABINETRY:
Remove upper and lower cabinets in kitchen and dispose.
Install approximately 20 linear feet of upper with duct chase and lower cabinets with at least 1 drawer stack.
In lieu of a cabinet install cabinet panel for dishwasher. Homeowner to install dishwasher later.
Install approximately 14 linear feet of new standard grade post formed counter top with an incorporated back splash and caps and or end splashes in kitchen. Homeowner is to select color of top.
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished or painted with the homeowner selecting the color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.
Back is to be of 3/16" plywood with ½" hanger rails. Toe kick is ½" plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.
Cabinetry total $_____

WINDOWS AND EXTERIOR DOORS:
There are nine (9) existing openings with windows that are to be replaced with new retrofit custom windows (windows that are built specifically to fit existing openings).
The new windows are to be vinyl framed, insulated (double glazed) single hung window units with low E glazing fitted with screens.
Windows in the bedrooms are to meet egress requirements as per Escambia County Code.
Replace front entry door unit with metal clad insulated 6 panel colonial door unit
with peep hole, threshold, weather stripping and trim on hurricane rated unit.
Install new dead bolt and lock set that are keyed alike on new exterior door unit.
Paint exterior of new door unit white with exterior grade paint.
Install new vinyl insulated (double glazed) sliding glass door unit complete with trim, low-e glass, screen and required hardware.
Install hurricane protection on windows and doors as per Escambia County Code.
Protection may be of the metal or fabric type.
Window and door total $_____

EXHIBIT A
CDBG Rehabilitation Program
Starr Hopkins
4770 Cerny Road
Pensacola, Florida, 32526

ROOF REPLACEMENT:
Remove existing roof covering and install as per Escambia County Building Code and certify decking attachment as per Escambia County Building Code.
Replace deteriorated decking with like, kind and quality approximately 120 square feet.
Install peel and stick secondary water barrier as per Escambia County Building Code.
Install new metal drip edge.
Install 30 year shingle roof as per manufacturer's specifications.
Install 40 Lineal foot of shingle over ridge vent.
Replace all boots with new lead or METAL/EPDM boots. Replace electrical riser boot with new split type if applicable.
Replace slant back vents.
Remove satellite dish and old gas vents, home is all electric and dish is not being reinstalled.
Roof replacement total $_____

NORTHWEST ELEVATION:
Weatherproof wall where cmu block meets slab. This may be done by cleaning surface and installing flashing imbedded in sealant approved for application or cleaning surface and applying sealant designed for the sealing of foundations.
Northwest elevation total $_____

TOTAL REHABILITATION COST:
$_____
(TO FRONT COVER)

ASSOCIATED LBP REPAIRS:
Replace wood base in living room, hallway, bedrooms and closet (approximately 200 lineal feet).
Caulk prep and paint approximately 200 lineal feet of base.
Associated LBP Total $_____

TOTAL ASSOCIATED LBP COST: **$_____**
(TO FRONT COVER)

TOTAL JOB COST: **$_____**
(TO FRONT COVER)

EXHIBIT III

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: 7/3/19

Homeowner(s): Starr Hopkins
Address: 4770 Cerny Road
Pensacola, FL 32526

The following changes to the above contract are hereby made based upon the following justification:
1. When roof covering was removed, it was discovered that existing plywood decking had delaminated, therefore the decking for the entire roof needed replacement beyond the original 120 SF estimated.
2. Existing Sewer line was discovered to be terracotta pipe and full of roots
3. Scope of work called for paneling to be detached and reset in areas where re-wiring occurred. When paneling was removed during re-wire, hidden moisture damage was discovered in the den and south bedroom areas

Change order scope of work (or attach specifications as necessary):
1. Remove all roof decking and replace with new decking per code ($2500)
2. Excavate existing sewer line and replace with SCH 40 PVC from meter to house ($3000)
3. Remove all moisture damaged wall sheathing and replace with sheetrock. Finish with texture for homeowner to paint. ($1200)
Pricing to include all additional permits and inspections. Completion date to 7/12/19

SUMMARY

Original Contract Amount:	$48,200
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	$ 48,200
+ Change Order Amount:	6,700
New Contract Amount:	$54,900
Cumulative Percent (x) Increase ( ) Decrease	%

Original Start Date (NTP):	5/6/19
Original Contract Period:	60 Days
Previous Completion Date:	7/4/19
This Change Order (x) Increase ( ) Decrease	8 Cal. Days
New Contract Period:	Days
New Completion Date:	7/12/19

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

Starr Hopkins
Homeowner Signature

Starr Hopkins 7/5/19
Print Name Date:

Homeowner Signature

Print Name: Date:

NEIGHBORHOOD ENTERPRISE DIVISION

Rehabilitation Specialist or Program Director

George Kell 7/5-2019
Print Name Date

Division Manager

MEREDITH REEVES 7/3/19
Print Name Date

CONTRACTOR:

Signature

Michael Tyler 7-5-19
Print Name Date:

MRDELT LLC.
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

PURCHASE ORDER NO. 191380

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL: 32502-5843

Copy

VENDOR
421844 FAX: 850-479-3514
MCDELT LLC
4675 BALMORAL DR
PENSACOLA FL 32504

PDF

SHIP TO
NEIGHBORHOOD ENTERPRISE
221 PALAFOX PLACE, 2ND FLOOR

PENSACOLA FL 32502

ATTN: SEAN WEBSTER 595-0880

ORDER DATE: 07/04/19	BUYER: PAUL NOBLES	REQ. NO.: 19001330	REQ. DATE: 04/24/19
TERMS: NET 30 DAYS	F.O.B.: JOBSITE	DESC.: 2015/2016 CDBG HOUSING	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Housing repairs to be completed at 4770 Cerny Road, Pensacola, for Starr M Hopkins under 2015 & 2016 CDBG/Housing Rehabilitation Assistance Program per contract dated 3/28/19 ($48,200) and C.O. #1 dated 7/3/19 ($6700) for total of $54,900.		
			Contractor to put Purchase Order # on all invoices and send all invoice and backup documents to NED.		
01	1.00	LOT	HOUSING REPAIRS TO BE PERFORMED AT 4770 CERNY ROAD, FOR STARR M HOPKINS UNDER THE 2015 & 2016 CDBG HOUSING REHABILITATION PROGRAMS.	54900.0000	54,900.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370223	58301	1,910.60	
01	370227	58301	52,989.40	

PAGE TOTAL	$	54,900.00
TOTAL	$	54,900.00

PDF Copy

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16448 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Application for Funding Assistance for JAG County-wide Funds to Support The Jail Alternative Initiative Project For FY 2018-2019
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Application for Funding Assistance Regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program to Support the Jail Alternative Initiative Project in the Amount of $47,213 - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application for the Jail Alternative Initiative project, in the amount of $47,213:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant (JAG) County-wide Program for the Jail Alternative Initiative project, in the amount of $47,213; and

B. Authorize the Chairman to sign the Application for Funding Assistance and related application documents regarding the Jail Alternative Initiative project.

[Funding: This Grant does not require matching funds]

BACKGROUND:

The $47,213 Grant will be utilized to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative electronic monitoring programs or drug patch program offered by the County. Eligibility is only for offenders with no monetary bond requirement, but a monitored GPS or SCRAM (secure continuous remote alcohol monitor) unit or a drug patch as a condition of release. This Grant will provide the needed funding to offset the costs associated with providing these services to indigent offenders during Fiscal Year 2018-2019 (October 1, 2018, to September 30, 2019).

BUDGETARY IMPACT:

These Grant funds are designed as a reimbursement program. There is no local match requirement. Administrative fees are not specifically designated as eligible under this Grant. The reimbursement funds will be identified in Fund 114, Revenue Account 331241.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application for Funding Assistance was reviewed by Kristin Hual, Senior Assistant County Attorney, and deemed legally sufficient.

PERSONNEL:

The Corrections Department staff will submit the Grant Application along with the required supporting documentation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy section 11. A requires Board approval of Grants.

IMPLEMENTATION/COORDINATION:

The Corrections Department staff will submit the Grant Application along with the required supporting documentation.

Attachments

Application for Funding Assistance-FDLE-JAG County-wide-Jail Alternative Initiative Project

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Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of County Commissioners
County: Escambia

Chief Official

Name: Lumon May
Title: Chairman
Address: 221 Palafox Place
Suite 400
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4930 **Ext:**
Fax: 850-595-3944
Email: district3@myescambia.com

Chief Financial Officer

Name: Pam Childers
Title: Clerk of the Circuit Court and Comptroller
Address: 221 North Palafox Street
Suite 140
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4830 **Ext:**
Fax:
Email: pchilders@EscambiaClerk.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Escambia County Department of Corrections

County: Escambia

Chief Official

Name: William Powell

Title: Chief Corrections Officer

Address: 2251 North Palafox

City: Pensacola

State: FL **Zip:** 32501-1722

Phone: 850-595-3114 **Ext:**

Fax:

Email: wrpowell@myescambia.com

Project Director

Name: Whitney Lucas

Title: Corrections Financial Manager

Address: 2251 North Palafox Street

City: Pensacola

State: FL **Zip:** 32501-1722

Phone: 850-417-4479 **Ext:**

Fax:

Email: wclucas@myescambia.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Section Questions:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: No

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: JAIL ALTERNATIVE INITIATIVE FOR FEDERAL FISCAL YEAR 2018

Subgrant Recipient: Escambia County Board of County Commissioners

Implementing Agency: Escambia County Department of Corrections

Project Start Date: 10/1/2018 **End Date:** 9/30/2019

Problem Identification

This is a continuation JAGC program grant for contractual services from 2019-JAGC-ESCA-1-N2-072. This grant was awarded for the project period 10/1/17-9/30/19 in the amount of $30,000, then later amended to $50,000. The grant as amended was fully expended by mid January 2018. The program has been deemed a success for its ability to provide alternatives to incarceration for the target population. During FFY17-18 Escambia County Corrections successfully monitored approximately 343 unduplicated participants, thus reducing the number of incarcerated offenders. Escambia County has consistently experienced overcrowding at the Escambia County Jail in Pensacola, Florida. In an effort to mitigate overcrowding, Escambia County advocates for providing alternatives to incarceration in the form of alternative programs and/or monitoring. Offenders frequently are unable to participate in alternative programs due to their inability to pay the fees associated with these programs. The fees are the financial responsibility of the offender and are necessary to cover the operating costs of the respective program. When qualified offenders are financially unable to pay for the associated monitoring fees it creates a barrier preventing offenders from participating in alternative programs. Offenders remain incarcerated even with the availability of alternative programs due to their inability to pay these fees which in turn contributes to the incidence of overcrowding experienced at the Escambia County Jail. When the courts deem offenders as indigent the Jail Alternative Initiative (JAI) program is utilized to remove the participation barrier by paying for the monitoring fees on behalf of the offender. Without the JAI program, indigent offenders find themselves at an immediate disadvantage compared to those with the financial means to pay the fees associated with release. The JAI program provides the much needed relief for the indigent offenders. Without the JAI program numerous offenders with no monetary bond will find themselves incarcerated due to their inability to meet the financial obligations associated with the added condition of release of paying monitoring fees. The condition of release typically requires the offender to utilize electronic GPS monitoring, drug patches, or SCRAM (secure continuous remote alcohol monitor). Indigent offenders are forced to remain incarcerated when they cannot meet the financial obligations of the required tracking equipment and/or supervision. Also to consider the offender`s inability to take part in alternative programs translates to a host of additional issues outside of overcrowding at the Escambia County Jail. Incarcerated offenders are unable to reengage with their families and other vital support systems.

The interaction with and support from family members has been shown to reduce offender recidivism. In addition, incarcerated offenders who cannot fulfill the financial obligations associated with court ordered monitoring and/or supervision are again at a disadvantage to their fee-paying counterparts as they are unable to retain or maintain gainful employment. Finally, it is important to note that every incarcerated offender not only adds to the overcrowding problem at the Escambia County Jail, it also results in increased operating costs that are passed along to the taxpayers of

Section 2: Project Overview

Escambia County. Currently the budget for the Escambia County Board of commissioners does not have the resources to fund the Jail Alternative Initiative. Grant funding will provide the assistance necessary for this much needed enhancement.

Project Summary (Scope of Work)

The mission of the Escambia County Community Corrections Division is to provide community based alternatives to incarceration that ensure public safety, promote responsible behavior and encourage positive lifestyles. When an offender is sentenced to a period of supervision via a community-based alternative to incarceration, the offender is required to pay the associated operational fees. These fees are necessary to maintain the viability of the various programs offered through Escambia County Community Corrections. For offenders who are deemed indigent by the Court and/or the Community Corrections staff, assistance with payment of these fees through the Edward Byrne Memorial Justice Assistance Grant is being sought. The grant will assist in ensuring the release of qualified low-level offenders from the Escambia County Jail. This would reflect a direct reduction in incarcerated offenders at the already overcrowded Escambia County Jail who will alternatively be placed in a supervised community-based program with assistance from the Edward Byrne Memorial Justice Assistance Grant. The primary emphasis of the Jail Alternative Initiative is to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative programs associated fees. The grant will be utilized to offset the cost for indigent offenders released from the Escambia County Jail with an Electronic GPS monitoring device, drug patch, or SCRAM (secure continuous remote alcohol monitor) condition accompanying their terms of
release. The fundamental objective of the Jail Alternative Initiative is to provide community-based alternatives to indigent offenders who are incarcerated and have been court-ordered to be released under Community Corrections supervision. This program is not designed and will be prohibited from paying any court ordered bond requirements. Eligible offenders will have no bond requirement and as a condition of release will follow their court ordered provision of monitored GPS, drug patch, or SCRAM program. Providing for the indigent offender population will assist in alleviating the overcrowding at the Escambia County Jail while simultaneously providing indigent individuals the opportunity to participate in an alternative program they would not otherwise have access to. Escambia County Department of Corrections has a goal to convert 9% of offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch monitoring as an alternative to jail confinement. The major activities associated with reaching the goals as outlined are the identification of candidates in the target population, registration of those candidates to GPS monitoring, followed by continued growth of the effectiveness of the program using factual data. The timeline for this grant equates to 60 offenders per year or approximately 5 offenders per month with the average length of the sentencing at 180 days.
Escambia County Community Corrections is contracting with Western States Contracting Association-National Association of Purchasing Officers (WSCA-BASPO) to provide indigent offenders with the court ordered tracking component required for their release. Grant funding would be used to remit payment for contractual obligations for approximately 444 offenders in our three (3) target groups: SCRAM; GPS Active; GPS Passive. The provider`s minimum performance required for payment by the County

will be established and accounted for through the local subcontract agreement. Documentation to support costs and activities will consist of a copy of the contractual agreement with the equipment provider, monthly logs with the name or identification number of each participant, the date of enrollment into the program and the date, time and duration of each monitoring appointment. Copies of invoices and payment records will also be provided to support expenditures for reimbursement.

The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency agreement. The County will request reimbursement of allowable costs identified in Section 4, pages 1-2 on a quarterly basis. All activities discussed in the scope of work or project deliverables are for the contractual services provided to the Escambia County Department of Corrections.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 62

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Escambia County

Question: What is the address of the location being used to provide services for this project?

Answer: 2251 North Palafox Street, Pensacola, FL 32501-1722

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: $1,000

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 297619

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 08 - Community corrections

State Purpose Area: 5C - Consultants/Contracts

Objectives and Measures

Objective: Consultants/Contracts - Questions for all recipients using consultants/contracts.

Measure: Consultants1

Please describe what consultants/contracts will be paid for with JAG funds during the grant period. Include names, titles and areas of expertise where applicable.

Goal: Escambia County Community Corrections is currently utilizing the Western States Contracting Association-National Association of Purchasing Officers (WSCABASPO) cooperative purchasing agreement. The grant will be utilized to remit payment for GPS services in accordance with this agreement.

State Purpose Area: R25 - Questions for recipients of an award $25,000 or more.

Objectives and Measures

Objective: CC General - Community corrections questions for recipients of an award $25,000 or more.

Measure: CC01

How many supervisees does your agency currently have under supervision, regardless of JAG funding?

Goal: 3611

Measure: CC02

How many supervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 10

Measure: CC03

Of the supervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Measure: CC04

Section 3: Performance

How many nonsupervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 31

Measure: CC05

Of the nonsupervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Objective: CC Project - Project specific community corrections questions for recipients of an award $25,000 or more.

Measure: CC06

Will you have a specific community corrections program which is partially or fully funded by JAG? If yes, what is the name of this program? (Programs are considered continuous initiatives, processes, or other focused efforts defined by goals and objectives.) If you are operating more than one program, include the names of each one.

Goal: Yes, the Jail Alternative Initiative will be fully funded by JAG.

Measure: CC07

If you will operate a community corrections program with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you operated more than one program, answer for each separately.

Goal: There is no other funding for the Jail Alternative Initiative.

Measure: CC08

If you will operate a community corrections program with JAG funds during the grant period, what was the initiation year of that program, regardless of when it received JAG funding? If you will operate more than one program, answer for each separately.

Goal: 2016

Measure: CC09

Are you or a partner planning or conducting an evaluation of your community corrections program? If you will operate more than one program, answer for each separately.

Goal: Yes

Measure: CC10

If you or a partner are planning or conducting an evaluation of your community corrections program, describe the current status of the evaluation, its purpose, who is conducting the evaluation and the evaluation results if applicable. If you will operate more than one program being evaluated, answer for each separately.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Goal: We will be performing internal evaluation that will be conducted by the Community Corrections Division Manager. It will assess the impact of the Jail Alternative Initiative on the jail population. The evaluation will not begin until the program commences.

Measure: CC11

If you will operate a community corrections program with JAG funds during the grant period, who is the target population. If you will operate more than one program, answer for each separately. Choose all that apply from the following list: All adult community supervisees, All juvenile community supervisees, Subset of adult community supervisees, Subset of juvenile community supervisees, Other (please describe).

Goal: Other, currently incarcerated inmates with aggregate bonds of $1,000 or less.

Measure: CC12

What community corrections services will you provide during the grant period? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Cognitive based, Educational, Employment, Healthcare/Medicaid eligibility, Housing, Mental Health, Pro-social, Substance abuse, Transportation, Vocational, Individualized case planning, Family engagement, Other (please describe).

Goal: Educational, employment, mental health, individualized case management and planning, and family engagement.

Measure: CC13

How many JAG-funded staff members are involved in the program? If you will operate more than one program, answer for each separately.

Goal: Zero, there are no JAG-funded staff members.

Measure: CC14

How many non JAG-funded staff members are involved in the program? If you will operate more than one program, answer for each separately.

Goal: There are 4 non JAG-funded staff members that are involved in the program.

Measure: CC15

When are candidates typically assessed/screened for eligibility for services, regardless of JAG funding? Choose from the following: Upon arrest/preadjudication, Within the first 6 weeks of sentencing, Within the first 6 months of sentence/time served, Post release, None of the above, Other (please describe).

Section 3: Performance

Goal: Upon arrest/preadjudication.

Measure: CC16

Regardless of JAG funding, approximately how many candidates will be screened for eligibility for your community corrections program during the grant period? Candidates are those identified at the time of arrest or referred by criminal justice professionals but who may not necessarily be deemed eligible for participation. If you will operate more than one program, answer for each separately.

Goal: Approximately 678 candidates a year will be screened for eligibility related to the Jail Alternative Initiative.

Measure: CC17

Regardless of JAG funding, approximately how many new participants will receive services for the first time during the grant period? If you will operate more than one program, answer for each separately.

Goal: Without JAG funding zero new participants will be considered for the Jail Alternative Initiative.

Measure: CC18

Regardless of JAG funding, how many total participants are currently enrolled in your community corrections program? If you operated more than one program, answer for each separately.

Goal: Misdemeanor Probation - 152
Check Diversion - 187
Work Release - 47
Pre-Trial - 398
Pre-Trial Diversion - 333
Electronic Monitoring - 91
Community Services Work - 155

Measure: CC19

Regardless of JAG funding, approximately how many participants will successfully complete all corrections program requirements during the grant period? If you will operate more than one program, answer for each separately.

Goal: Misdemeanor Probation-528 successful
Check Diversion-939 cases paid
Work Release-204 successful
Pre-Trial Release-1,360 successful
Pre-Trial Diversion-1,212 successful
Electronic Monitoring-389 successful
Community Service Work-626 successful

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Measure: CC20

Regardless of JAG funding, approximately how many participants will not complete your community corrections program (unsuccessfully exited) for any reason during the grant period? If you will operate more than one program, answer for each separately.

Goal: Misdemeanor Probation - 198
Check Diversion - 215
Work Release - 20
Pre-Trial - 100
Pre-Trial Diversion - 224
Electronic Monitoring - 32
Community Services Work - 34

Measure: CC21

Are you aware that you will be required to complete the community corrections questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$24,705.00	$0.00	$24,705.00
Expenses	$22,508.00	$0.00	$22,508.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$47,213.00**	**$0.00**	**$47,213.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

In an effort to provide indigent offenders with the court ordered tracking component required for their release, Escambia County Corrections (ECC) aims to utilize the Edward Byrne Memorial Justice Assistance Grant to remit payment for our contractual obligations related to the cost of monitoring equipment. Payment of any bond will be the sole responsibility of the offender. The grant nor the county will provide financial assistance in paying bonds. Community Corrections staff will assess each case referred by the judicial system to determine if a request can be made to the respective judge to waive bond requirements to expedite offender processing into a Jail Alternative Initiative program through monitoring rather than keeping the offender in jail.

ECC currently offers two types of electronic GPS monitoring: active monitoring and passive monitoring. Active monitoring is billed at the rate of $3.20 per offender per day and the passive monitoring is billed at the rate of $3.10 per offender per day. The grant funding will also be used to remit payment for the contractual obligations related to SCRAM (secure continuous remote alcohol monitor). The daily monitoring fee for SCRAM is currently $4.05 per offender per day. The drug patch cost for continuous drug monitoring is a one-time fee per patch of $39.35 per unit. All quoted fees are the actual cost to the department, no program income is generated. Annually, it is estimated that approximately 678 unduplicated offenders will have bonds less than $1,000. Due to financial constraints of many offenders, not all will have the resources to post bond for release and pay for fees associated with the various monitoring programs. While Community Corrections desires to convert many of the offenders to a jail alternative initiative program, offender financial constraints and departmental budgetary limitations prevent this from becoming a reality. Community Corrections will not provide financial assistance with posting bond for any referred offender. Taking into consideration $47,213 awarded through the Edward Byrne Memorial Justice Assistance Grant, Community Corrections has a goal to convert 10% of offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch monitoring as an alternative to jail confinement. This equates to 65 offenders per year or approximately 5 offenders per month. Of the 65 offenders per year projected, 18 will have active GPS monitoring, 14 will have passive GPS monitoring, 9 will be on SCRAM monitoring, and 24 will submit to drug patch monitoring. With the average length of the sentencing resulting in 180 days, the financial breakdown for the various types of monitoring is as follows:

18 Active GPS at $3.20/day for 180 days = $10,336
14 Passive GPS at $3.10/day for 180 days = $7,750
9 SCRAM at $4.05/day for 180 days = $6,622
24 Drug Patch at $39.35/each, 4 patches per month for 180 days = $22,508
Budget Total: $47,216

In FY17-18, Community Corrections expended in excess of $132,000 in monitoring fees for the indigent population. The Edward Byrne Memorial Justice Assistance Grant is projected to award $47,213. Community Corrections has limited financial resources to compensate for the shortfall and will continue to seek outside the department to cover the deficit. If this additional funding is not secured, indigent offenders will not have the opportunity to consider jail alternatives even when judges offer release with the added condition of electronic GPS monitoring, SCRAM, or drug patches. These offenders will remain incarcerated until their court date.

Since the introduction of the jail alternative program for the indigent in 2016 through the Edward Byrne Memorial Justice Grant, the demand has far exceeded the available

Budget Narrative (Continued):

funding. Any expenditures over the cost of allocated JAG funding will be paid by Escambia County.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Three (3) verbal quotes.

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: Escambia County Community Corrections is currently utilizing the Western States Contracting Association-National Association of Purchasing Officers (WSCA-BASPO) Contract #00212 as deemed appropriate by the Escambia County Board of County Commissioners competitive bidding process. This agreement was approved for utilization on February 18, 2016 and applies to the pricing plan for both active and passive GPS monitoring units. The current rate is fixed at $3.20 per offender per day for active monitoring and $3.10 per offender per day for passive monitoring. The Community Corrections Division is currently utilizing the lowest priced vendor for SCRAM (secure continuous remote alcohol monitor) units as determined by competitive quotes obtained by the department in October 2015. The current rate for the SCRAM units are $4.05 per offender per day. The drug test patch uses sweat as the specimen source and is worn on the skin for up to 7 days or longer. The patches cost $39.35 per unit for the device and one-time installation. The procurement of drug patches is through a competitive process to ensure that the lowest price is obtained.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

12.0 Such background investigations shall be conducted at the expense of *the employing agency or employee.* Privacy Certification - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any

party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the

finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director,

Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect,

preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, “Local Governmental Entity Audits” and “Florida Single Audit Act Audits Nonprofit and For-Profit Organizations.”

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the “Certification of Audit Exemption” form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 C.F.R. § 200.405(e), “Cost Principles”.

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate

to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

1) "This project was supported by Grant No. 2017-MU-BX-0187 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

   Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for

law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SECTION VII: COMPLIANCE WITH 8 U.S.C. § 1373

1.0 In regards to the program or activity funded under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

8.0 Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Rona Kay Cradit, Bureau Chief

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of County Commissioners

Signature: _____

Typed Name and Title: Lumon J. May, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ DEPUTY CLERK

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Escambia County Department of Corrections

Signature: _____

Typed Name and Title: William R. Powell, Chief of Corrections

Date: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-03-2019

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

Lobbying, Debarment and Drug Free Workplace Certification

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Criminal Justice Grants determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to influence 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – "Disclosure of Lobbying Activities", in accordance with its instructions.

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

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

(a) The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 –

(a) The applicant certifies that it will or will continue to provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will

be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The subgrantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of this statement; and

(2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.

(v) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.

(vi) Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).

(b) The subgrantee may insert in the space provided blow the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

☑ Certification Regarding Lobbying (required for applications over $100,000)

☑ Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)

☑ Certification Regarding Drug-Free Workplace (required for state agency applications)

Subrecipient: Escambia County Board of County Commissioners

Printed Name: Lumon J May Title: Chairman

Signature: _____ Date: 07/18/2019

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 07-03-2019

ATTEST: Pam Childers
Clerk of the Circuit Court
By: _____ DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16449 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Big Bend Community Based Care Contract #A0150 Amendment #17
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #017 to Agreement #A0150 Between Escambia County and Big Bend Community Based Care, Inc. - William R. Powell, Director of Corrections

That the Board take the following action concerning Amendment #017 to Agreement #A0150 with Big Bend Community Based Care, Inc.:

A. Approve Amendment #017 to Contract #A0150. This Amendment updates and replaces Exhibit H-Financial Reporting within the Agreement; and

B. Authorize the Chairman to sign Amendment #017 to Contract #A0150.

[Funding: This Contract is a fixed rate Contract for a total of $43,971, for Fiscal Year 2019-2020]

BACKGROUND:

This Contract originated in December 2006, with the Department of Children and Families. The Pre-Trial Release Program in Escambia County has operated successfully for a number of years with the Mental Health Division portion of the program which was initially established utilizing this funding. The Contract enables the Mental Health Pre-Trial Release program to continue in Escambia County. The Escambia County Pre-Trial Release Program's affiliation with all other County operated services, including the State Attorney's Office, the Public Defender's Office, the County Jail and the Department of Community Corrections, places them in a uniquely qualified position to provide Forensic Mental Health/Pre-Trial Release services to Escambia County. Amendment #017 replaces Exhibit H of the Agreement (Financial Reporting) with updated language. This Amendment will not impact the operations of the position associated with this funding source.

BUDGETARY IMPACT:

This is a fixed rate Contract. Big Bend Community Based Care shall pay for the delivery of authorized services specified in accordance with the terms and conditions of the Contract for a total dollar amount, not to exceed $43,971, for the period ranging from July 1, 2019, to June 30, 2020. This funding is utilized to cover a portion of the Forensic Mental Health Specialist position within the Pre-Trial Release program.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Contract Amendment has been reviewed by Kristin Hual, Senior Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

This Contract provides partial funding for one (1) Forensic Mental Health Specialist position.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all Agreements/Contracts.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by the Escambia County Community Corrections Pre-Trial Release program.

Attachments

Contract #A0150, Amendment #017

Amendment # 017
Contract # A0150

This Amendment, entered into between **BIG BEND COMMUNITY BASED CARE, INC.**, hereinafter referred to as "BBCBC," and **ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS,** hereinafter referred to as the "Provider," amends Contract **#A0150** as follows:

1. **Exhibit H- Financial Reporting** is hereby updated and replaced.

All terms and conditions of the Contract, as well as any supplements and amendments thereto, not in conflict with this Amendment, shall remain in force and effect for this Amendment.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May

As Its: Board Chairman

Date: _____

BIG BEND COMMUNITY BASED CARE, INC.

By: _____
Mike Watkins

As Its: Chief Executive Officer

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 06-25-2019

FINANCIAL REPORTING

Rate Setting

As part of the rate setting process, BBCBC will perform an annual review of currently implemented contract rates. During this review, BBCBC will take into account the audited data on actual revenues and expenditures. Any rate adjustments determined by BBCBC will be effective July 1 of each year.

Annually BBCBC requests that subcontractors submit new budgets by October 1. In the event a subcontractor is requesting a new rate or requesting an adjustment in excess of 10% of the currently established rate, the subcontractor must submit the required reports named below.

In addition to the annual renewal submission, subcontractors may request new rates or adjustment of current rates, if there is a significant increase in restricted funding sources. Subcontractors requesting a new rate associated with a significant increase in restricted funding, must submit the required reports below within thirty (30) days of receipt of the allocated funding change from BBCBC.

All Annual Budgets and Rate change requests must be supported by the following Rule 65E-14.21(5)(e)1, Florida Administrative Code (F.A.C.) reports in an excel format:

CF-MH-1042 SAMH Projected Operating and Capital Budget (as modified on the attached excel template to include the Personnel Data Report tab) and must include a budget narrative;
CF-MH-1043 Agency Capacity Report;
CF-MH 1045 Program Description;

All documents must be completed to include both the Program (i.e., child mental health, adult mental health, child substance abuse, adult substance abuse) and Cost Center. **In addition, the Personnel Data Report tab must reconcile by cost center to the information included on the Projected Operating and Capital Budget CH-MH-1042**.

Indirect/Administrative Rates Included in Budgets

Effective July 1, 2018, subcontractor shall ensure the indirect/administrative cost does not exceed the following:

- If applicable; Subcontractor's federal indirect cost rate awarded by the cognizant federal awarding agency; or
- The Federally recognized indirect cost rate of up to ten percent (10%) of modified total direct cost (MTDC), as identified by Title 2 Code of Federal Regulation (CFR) part 200.414, *(Indirect F&A Costs).*

Title 2 CFR part 200.68 defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital

expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Cost Allocation Plan

The Subcontractor shall develop and submit a certified Cost Allocation Plan (CAP) in accordance with 45 CFR Part 95 Subpart E and Rule 65E-14.021 (5)(b), F.A.C. The CAP must:

1. Describe the procedures used to identify, measure and allocate all costs to each of the specific programs/services operated by the subcontract.
2. Conform to the accounting principles and standards prescribed in the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards prescribed in Title 2 of the CFR and Rule 65E-14.017, F.A.C.
3. Be promptly amended and submitted if any of the following events occur:
    a. The procedures shown in the existing CAP become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the current CAP procedures.
    b. The subcontractor, Managing Entity (ME) or Department discovers a material defect in the CAP.
    c. Any changes to the allocation basis or procedures in the current CAP.

If there is no need for the Subcontractor to submit a revised CAP or amendment by the end the state fiscal year, the Subcontractor shall submit an annual statement to the ME certifying the current CAP is still valid.

Annual Audit Review

As required by Rule 65E-14.003, F.A.C., CF-MH 1037 Actual Expense and Revenues Schedule by program and cost center (example: Mental Health - Case Management) for the previous state fiscal year ending June 30, XXXX must be submitted on or before December 31 in excel format. This schedule must reconcile to the annual audited financial statements and include all supporting documentation used in the reconciliation. If the audited financial statements are on a different fiscal year than the state fiscal year ending June 30, XXXX, the CF-MH 1037 Actual Expense and Revenues Schedule by program and cost center must be supported by financial records obtained from the provider's general ledger accounting system and must reconcile to these documents.

Quarterly Financial Statements

Subcontractors with non-SAMH contracts, i.e. BNet, FIT, PATH, FEPT/EPIC, PPG, PFS, (those that are not unit based), will provide quarterly financial statements by Program Type to be generated from their detailed general ledger accounting system. The quarterly financial statements must be in the form of a schedule of revenues and expenditures, budget to actual, and must be on the accrual basis of accounting. If the reports provided are not in a format generated directly from the Subcontractor's general ledger accounting system, then the Subcontractor must provide supporting reports from the general ledger accounting system that reconcile to the reports provided. The quarterly financial statements are due on or before October 31, January 31 and April 30, with the final report due July 31, for the quarters ending

September 30, December 31, March 31, and June 30, respectively. These quarterly reports should include year to date information for each quarter submitted in excel format.

Cost Benefit Analysis

BBCBC conducts a cost benefit analysis during the review of quarterly financials, the review of the annual financial audit report, as well as a review of the Rate Change Request forms identified in the Rate Setting section above and submitted by Subcontractors when substantial changes in service delivery or funding occurs, and when a Subcontractor requests a new rate or rate change. These reviews provide the basis to insure that no Subcontractor is paid in excess of the competitive prevailing rates.

BBCBC will document and maintain the review of the cost benefit analysis and all elements for analyzing whether the costs are allowable, reasonable, and necessary.

Match

If applicable, non-SAMH unit based subcontracts should submit quarterly match reports on the provided match reporting template. Quarterly reports are due on or before July 31, October 31, January 31, and April 30 for the quarters ending June 30, September 30, December 31, and March 31 and should represent year to date data.

Annually, BBCBC will submit an estimated Substance Abuse and Mental Health Local Match Calculation Form to SAMH unit based subcontractors advising providers of their estimated match based on annualized awarded budgeted dollars for SAMH funded contracts. Annually, on or about, September 30, BBCBC will submit a final Substance Abuse and Mental Health Local Match Calculation Form. Subcontractors must complete the section entitled Local Matching Funds Provided on the final Substance Abuse and Mental Health Local Match Calculation Form and resubmit to BBCBC no later than October 31 of each year. This match reporting form should be certified and should reconcile to the Subcontractor's annual financial statement audit.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16459 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order 1 to Purchase Order 190193 to Walton County Sheriff's Office
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order, in Excess of $50,000, to the Walton County Sheriff's Office for Inmate Medical Services - William R. Powell, Director of Corrections

That the Board approve and authorize the County Administrator to execute the following Change Order 1, adding funds for inmate medical services provided to Escambia County inmates in the custody of Walton County:

Department:	Corrections
Division:	Jail
Type:	Addition
Amount:	$30,700
Vendor:	Walton County Sheriff's Office
Purchase Order:	190193
Change Order:	1
Original Award Amount:	$70,000
Cumulative Amount of Change Orders Through This Change Order:	$30,700
New Purchase Order Total:	$100,700

[Funding Source: Fund 001, General Fund; Cost Center 290402, Object Code 53101]

BACKGROUND:

In April 2014, historic flooding and a subsequent explosion left the Escambia County Jail's Central Booking and Detention Facility unusable. Since the Escambia County Main Jail did not possess the capacity needed to house all of the inmates that were in custody, a Memorandum of Agreement between Escambia County and the Walton County Sheriff's Office (WCSO) was entered into for the housing and care of the inmates. As part of the Agreement with Walton County, Escambia County must reimburse WCSO for any costs incurred by WCSO for outside medical care provided to inmates. Due to three unforeseen hospitalizations of Escambia County inmates being housed in Walton County, costs are projected to exceed the previously forecasted amount. The Corrections Department is requesting a Change Order, in the amount of $30,700, to cover the related expenses for the remainder of Fiscal Year 2018-2019.

BUDGETARY IMPACT:

Funding is available in the General Fund 001; Inmate Medical Cost Center 290402; Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be submitted to the Office of Purchasing for processing.

Attachments

PO 190193-Walton County Sheriff's Office

PURCHASE ORDER NO. 190193

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR

230384 FAX: 850-303-0045
WALTON COUNTY SHERIFF'S OFFICE
796 TRIPLE G ROAD
DEFUNIAK SPRINGS FL 32433

SHIP TO

ESCAMBIA COUNTY JAIL
MAIN JAIL
2935 NORTH "L" STREET
PENSACOLA, FLORIDA 32501
ATTN: RESHONDA WATSON 850-595-3768

ORDER DATE: 10/04/18	BUYER: EMILY WEDDINGTON	REQ. NO.: 19000183	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PURCHASE ORDER TO PROVIDE FOR ESCAMBIA COUNTY INMATES MEDICAL SERVICES AND PHARMACEUTICALS WHILE HOUSED AT WALTON COUNTY JAIL. FY18/19 BCC APPROVED 9/20/2018	70000.0000	70,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	290402	53101	70,000.00	

PAGE TOTAL $	70,000.00
TOTAL $	70,000.00

APPROVED BY 10/11/18

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16440 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Refunds Due to Certain Leaseholders on Pensacola Beach
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Refunds Due to Certain Leaseholders on Pensacola Beach - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize staff to release certain funds from the County's escrow for Pensacola Beach taxation lawsuits and turn them over to the Office of the Tax Collector, so they can make refund payments to certain leaseholders as settlements on the land taxation as valuation lawsuit(s) are made and approved by the Courts.

The County has escrowed a total of $9,805,859 in taxes associated with lawsuits brought by leaseholders on Pensacola Beach. Certain cases regarding the ad valorem taxation of the land on Pensacola Beach have settled, and court approved refunds are beginning to come due and payable by the Tax Collector per Florida Statute 197.182.

[Funding Source: Fund 001, General Fund, Cost Center 110201]

BACKGROUND:

The County has escrowed a total of $9,805,859 in taxes associated with lawsuits brought by leaseholders on Pensacola Beach. Certain cases regarding the ad valorem taxation of the land on Pensacola Beach have settled, and court approved refunds are beginning to come due and payable by the Tax Collector per Florida Statute 197.182.

BUDGETARY IMPACT:

This action will allow funds to be withdrawn from the County's escrow and given to the Tax Collector's office for refunds due to certain leaseholders on the Island.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Staff will coordinate these payments with the Tax Collector's Office.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16425 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Interfund Loan for Innerarity Island Sewage System Improvements MSBU Project
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interfund Loan for the Innerarity Island Sewage System Improvements MSBU - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning an interfund loan for the Innerarity Island Sewage System Improvement Project, partially funded by a Municipal Service Benefit Unit (MSBU):

A. Approve an interfund loan from the Local Option Sales Tax (LOST) III Fund (352), to the MSBU Assessment Program Fund (177), in the amount of $5,605,174, to pay costs associated with improving the Innerarity Island sewage system. The interfund loan will have a maximum repayment schedule of 10 years, or a term determined by amendment to the originating MSBU Ordinance, or by a Resolution setting the non-ad valorem special assessment, and be repaid from MSBU assessments collected from property owners; and

B. Adopt the Resolution approving Supplemental Budget Amendment #207, MSBU Assessment Program Fund (177), in the amount of $5,605,174, to recognize the proceeds of the interfund loan, and to appropriate these funds for the Innerarity Island Sewage System Improvement Project.

BACKGROUND:

On March 2, 2017, the Board approved an Ordinance creating the Innerarity Island Development Corporation (IIDC) Sewage System Improvement MSBU so that the County could complete sewage system improvements and assess benefitting property owners for the project costs. The project is also partially funded by a Grant from the Federal Department of Environmental Protection. The project is primarily overseen and managed by Emerald Coast Utilities Authority (ECUA). ECUA will complete the work before MSBU assessments are collected from the benefitting property owners, therefore an interfund loan from LOST III is necessary to provide temporary project funding.

$5,450,484 is allocated to construction costs, and $154,690 is allocated to the purchase of grinder pumps.

The loan will be repaid as MSBU Assessments are collected over the MSBU term.

BUDGETARY IMPACT:
This Amendment will increase Fund 177 by $5,605,174.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board must approve interfund loans.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

SBA #207
Investment Policy Disclosure

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County is making improvements to the Innerarity Island Sewage System through an MSBU and financing the project initially with an interfund loan, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

MSBU Assessment Program	177
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Loan Proceeds	177	383001	$5,605,174
Total			$5,605,174

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Aids to Government Agency	177/142019 (new)	58101	$5,450,484
Machinery & Equipment (grinder pumps)	177/142019 (new)	56401	$154,690
Total			$5,605,174

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.07.02 11:36:27 -05'00'

OMB Approved

Supplemental Budget Amendment
#207

Investment Policy Disclosure

Fund Requiring the Loan:	Municipal Services Benefit Unit (MSBU) (177)
Fund Providing the Loan:	Local Option Sales Tax III (352)
Amount of the Loan:	$5,605,174
Amount of Existing Interfund Loans:	$443,808.65
Cash Balance:	
MSBU (177)	$1,034,351 or 541.9%
LOST III (352)	$43,336,169 or 12.9%
Fund Balance:	
LOST III (352)	$90,125,436
Loan as a % of Fund Balance:	
LOST III (352)	6.22%
Length of the Loan:	10 years (repayment per MSBU Ordinance)
Source of Repayment:	MSBU Reimbursements from Property Owners
Explanation of Circumstances Creating Loan:	Innerarity Island Sewage Improvements
Explanation as to the Availability of Cash:	LOST currently has more funds than can be expended on county projects in a single year.
Potential for Cash to be Needed prior to Payback:	Although it is not anticipated that the cash will be needed prior to payback, a ten year term would increase the odds that the cash would be needed.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16286 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Approval of Amendment to Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2018/2019 Amendment to the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating the remaining available balances in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $1,410,333, and from Cost Center 360105, in the amount of $894,707, for a combined total of $2,305,040;

B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $2,305,040, for a total allocation of $9,120,879, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A," as follows:

1. Direct programming: Expenses of ~~$5,121,293.00~~ $6,884,366.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;

2. Operations: Expenses of ~~$457,786.00~~ $561,513.00 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA);

3. Personnel: Expenses of ~~$1,236,760.00~~ $1,675,000.00 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA); and

C. Authorize the Chairman to sign the Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

BACKGROUND:

On September 7, 2018, the Tourist Development Council voted to approve allocating the overage in the tourist development tax dollars from Fiscal Year 2017/2018 to Visit Pensacola.

Visit Pensacola has requested a $300,000 advance from this additional allocation. Per their Agreement, they operate on a reimbursement basis and the advance will provide cash flow until further expenses are reimbursed by the County. They also act as the fiscal agent for Pensacola Sports and Art, Culture, Entertainment (ACE) and it is critical for reimbursement in a timely manner.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018/2019 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Amendments to Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment - Visit Pensacola

AMENDMENT TO MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.

THIS AMENDMENT to the Miscellaneous Appropriations Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., with administrative offices 1401 East Gregory Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 46-3684826 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, effective October 1, 2018, the parties previously entered into a Miscellaneous Appropriations Agreement wherein the County agreed to appropriate from the County's Tourist Development Fund for the County's current Fiscal Year 2018/19 the sum of $6,815,839.00 for the Recipient to conduct a program generally described as Tourism Promotion Activities (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to include additional funding in the total amount of $2,305,040.00 to increase funding for direct programming activities by $1,763,073.00, operations costs by $103,727.00 and personnel related expenses by $438,240.00; and

WHEREAS, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and general welfare of the residents of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and distribution of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree to amend the Agreement as follows:

1. The foregoing recitals are declared to be true and correct and are incorporated herein by reference.

2. The Agreement is amended to reflect that the County agrees to pay Visit Pensacola, Inc. additional funding in the amount of $2,305,040.00 for a total sum of $9,120,879.00. The sum of $300,000 shall be paid to the Recipient following execution of this Amendment, and all remaining funds shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit B.

3. Exhibit A to the Agreement is hereby amended as provided in the revised Exhibit, attached hereto and incorporated herein, to reflect the increased funding allocations for authorized program functions as set forth therein.

4. The parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the last date executed by the parties hereto.

6. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/11/19

VISIT PENSACOLA, INC.

By: _____
Steve Hayes, President

Date: _____

Attest:

_____
Secretary

EXHIBIT "A"
2018/2019 MISCELLANEOUS APPROPRIATIONS
PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The allocation of funds described below is the parties' best estimate of the expected distributions, but shall be revised through a contract amendment approved by the County Administrator or designee based upon Visit Pensacola, Inc's consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of ~~$5,121,293.00~~ 6,884,366.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of ~~$457,786.00~~ 561,513.00 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA).

Personnel: Expenses of ~~$1,236,760.00~~ 1,675,000.00 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16453 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Fourth Extension to FY 2017-2018 Agreement between the Board of County Commissioners and District 1 Medical Examiner Andrea Minyard, M.D.
From: KATIE MACARTHUR, Director's Aide
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fourth Extension to Fiscal Year 2017-2018 Agreement between the Board of County Commissioners and District 1 Medical Examiner Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida - Stephan Hall, Budget Manager

That the Board take the following action concerning the Fiscal Year 2017-2018 Agreement between the Board of County Commissioners and District 1 Medical Examiner Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida:

A. Approve a fourth extension to the Fiscal Year 2017-2018 Agreement from July 1, 2019, to September 30, 2019, to allow the County the opportunity for compensation of Medical Examiner Services; and

B. Authorize the issuance of a third Change Order to Purchase Order 190726, in the amount of $199,403, to be used for Medical Examiner Services through the end of Fiscal Year 2019, to be paid from the General Fund (001), Cost Center 410201.

BACKGROUND:

At its meeting on October 4, 2018, the Board approved an extension to the Fiscal Year 2017/2018 Medical Examiner's Agreement, in the amount of $132,936, for a 60-day period to maintain continuity of Medical Examiner Services performing autopsies and certain related investigations.

At its meeting on November 1, 2018, the Board approved a second 60-day extension to the Fiscal Year 2017/2018 Medical Examiner's Agreement, in the amount of $132,936, for a 60-day period to maintain continuity of Medical Examiner Services performing autopsies and certain related investigations.

At its meeting on February 14, 2019, the Board heard an update from County Attorney Rogers relating to the situation with the District's Medical Examiner and the process by which a new Medical Examiner will be appointed.

At its meeting on March 7, 2019, the Board approved a third roughly 150-day extension to the Fiscal Year 2017/2018 Medical Examiner's Agreement, in the amount of $332,339, through June 30, 2019, to maintain continuity of Medical Examiner Services performing autopsies and certain related investigations.

Currently, services have been provided and a June invoice has been submitted for payment. The current Purchase Order does not have enough funds to cover the invoice. The fourth extension will fund Medical Examiner services through the remainder of Fiscal Year 2018-2019.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2018-2019 General Fund (001) Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this extension and necessary Change Order.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Medex Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND DISTRICT I MEDICAL EXAMINER ANDREA MINYARD, M.D., FOR MEDICAL EXAMINER SERVICES FOR ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Andrea Minyard, M.D., District I Medical Examiner of the State of Florida, with administrative offices at 5151 North 9th Avenue, Pensacola, FL 32504 and a federal tax identification number of 54-2143487 (hereinafter referred to as the "Medical Examiner").

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea Minyard, M.D., has been appointed District Medical Examiner by the Governor in and for Medical Examiner District I of the State of Florida; and

WHEREAS, Chapter 406, Florida Statutes, requires the Board of County Commissioners of each county within a Medical Examiner District to establish and to pay the reasonable salary, fees, and expenses of the Medical Examiner and associate medical examiners; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Escambia County that the County enter into an Agreement with the Medical Examiner for the performance as an independent contractor of her statutory duties in Escambia County; and

WHEREAS, the County and Medical Examiner have agreed to execute this Agreement for the purposes of setting the terms and conditions of such employment as required under Section 406.06, Florida Statutes.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Recitals

1.1 The recitals and all statements contained herein are incorporated into and made a part of this Agreement.

1.2 All previous agreements entered into between the County and the Medical Examiner are hereby terminated and replaced by this Agreement.

ARTICLE 2
Scope of Services

2.1 The Medical Examiner shall provide the professional services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in complying with Chapter 406, Florida Statutes.

2.2 The Medical Examiner shall perform the services for Escambia County required of her by Florida law and the regulations of the Florida Department of Law Enforcement. She is authorized to appoint such associate medical examiners, investigators, and other staff personnel as are reasonably necessary to assist her in the performance of this Agreement; provided, however, during its term, she shall not engage more staff than provided for in the approved County budget for Fiscal Year 2017/2018 without first obtaining approval of the County.

2.3 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of medicine at the time such services are rendered, or in accordance with the State of Florida statutory standards, as applicable.

2.4 Such medical examiner services, generally, shall include those professional services performed pursuant to Chapter 406, Florida Statutes by a licensed pathologist, her employees, subcontractors, and any other services specifically included herein.

2.5 Medical Examiner District I is an independent special district created for the restricted purposes set out in Chapter 406, Florida Statutes, and the Medical Examiner is a district officer of the State of Florida.

2.6 The Medical Examiner as head of Medical Examiner District I, an agency of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for her negligent acts or omissions or tortuous acts and for those of the district's employees, authorized agents, or representatives which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Medical Examiner District I or the County to which sovereign immunity applies. Nothing herein shall be construed as consent by Medical Examiner District I or the County to be sued by third parties in any matter arising out of this Agreement.

2.7 The parties understand and agree that the Medical Examiner shall provide to the County the services required herein as an independent contractor and shall not be considered for any purpose an employee, agent, joint venturer, or partner of the County.

ARTICLE 3
Subcontractors

3.1 The County approves the use of subcontractors by the Medical Examiner. In the event the Medical Examiner, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates not presently employed her, the County may require the prior written approval before employment of such persons unless such personnel are already included in the current Medical Examiner District I budget.

ARTICLE 4
Term of the Contract and Time Requirements

4.1 This Agreement shall become effective October 1, 2017, and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement on September 30, 2018. It may be renewed by the parties subject to an annual appropriation of the Board of County Commissioners. The Medical Examiner shall promptly begin and shall diligently provide the professional services contemplated herein in accordance with the Scope of Services, provided in "Exhibit A".

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

4.3 Prior to beginning the performance of any services under this Agreement, the Medical Examiner must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5
Compensation and Method of Billing and Payment

5.1 **Compensation:** The County agrees to pay the Medical Examiner, as compensation for her professional services. As consideration for the services to be provided for herein, the County's compensation shall not exceed the County's approved annual budget for Medical Examiner services and all amendments thereto for Fiscal Year 2017/2018.

5.1.1 The annual budget for Fiscal Year 2017-2018 approved by County prior to any amendments is Eight Hundred, Eighty Nine Thousand, Eight Hundred, Seventeen and 00/100 dollars ($889,817.00).

5.1.2 The Medical Examiner shall comply with the spending limitations imposed by the annual budget as provided herein and authorized by the Escambia County Board of County Commissioners. If, however, extraordinary events should occur including, but not limited to, a man-made or natural mass casualty incident, which could not reasonably be contemplated at the time the annual budget was approved, the Medical Examiner may submit a budget amendment to the County for approval by the Escambia County Board of County Commissioners. The annual budget may only be amended upon mutual written agreement of the Parties.

5.2 **Compensation Schedule:** The compensation schedule, as used herein, shall mean the charges for those tasks performed by the Medical Examiner pursuant to Chapter 406, Florida Statutes.

5.2.1 Such compensation shall include the Medical Examiner's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine office overhead expenses, profit, and all other professional fees, costs, and expenses of every type.

5.3 **Method of Billing and Payment:**

(a) The Medical Examiner shall be paid monthly for budgeted salaries, fees, and expenses. However, any such payments shall not be made more frequently than once a month. The Medical Examiner shall submit monthly invoices with documentation of actual expenditures, with the exception of professional fees. Professional fees will be billed in twelve equal monthly installments of the appropriate budgeted amount. Upon review, the County shall pay all eligible salaries and expenses for that month. Any portion of the budgeted amount not used by the Medical Examiner shall be retained by the County at the end of the fiscal year, once final payment has been made for invoiced expenses.

(b) Payments for operating expenses shall be made monthly for properly incurred expenses as budgeted during that month; provided, however, that any monies

paid for legal services expenses shall be a portion of a discreet sum-certain annually budgeted expense amount and shall not entitle the Medical Examiner to additional payment beyond that stated amount. Under no circumstances is this section to be interpreted as to provide for an indemnification by the County for attorney fees or other legal costs incurred by the Medical Examiner.

(c) The County agrees that it shall pay the Medical Examiner within twenty (20) business days of receipt of the Medical Examiner's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

5.4 **Additional Services and Changes in the Scope of Services:** The County or the Medical Examiner may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the laws of the State of Florida and the policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.5 **Notices:**

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

(c) Payments and notices to the Medical Examiner shall be sent to:

Andrea Minyard, M.D.
District Medical Examiner
Gulf Coast Autopsy Physicians, P.A.
P. O. Box 10981
Pensacola, FL 32524-0981

(d) Invoices to County shall be sent to: Notices to County shall be sent to:

Stephan Hall, Budget Manager
Mgmt. & Budget Services Dept.
P. O. Box 1591
Pensacola, Florida 32591

Jack R. Brown
County Administrator
P. O. Box 1591
Pensacola, Florida 32591

ARTICLE 6
Cooperation of the County

6.1 It shall be the obligation of the County to provide the Medical Examiner with all reasonably required resources pursuant to Chapter 406, Florida Statutes necessary to successfully carryout the duties of her office.

6.2 The County shall give prompt written notice to the Medical Examiner whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Medical Examiner's services, or any defect in the work of the Medical Examiner.

ARTICLE 7
Contractor's Responsibilities

7.1 The Medical Examiner shall not discriminate against any employee or applicant for employment because race, color, religion, sex, age, national origin, disability or martial status. The Medical Examiner shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Medical Examiner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the personnel officer setting forth the provisions of this equal opportunity clause.

7.2 The Medical Examiner and her employees, agents, and any subcontractors and their employees and agents shall be deemed to be independent contractors and not agents or employees of the County; shall not attain any rights or benefits under Escambia County Civil Service or retirement or health benefits of the State of Florida through the County or any other right generally afforded to County classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

ARTICLE 8
General Provisions

8.1 **Termination:**

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. The Medical Examiner shall be paid the pro rata share of her salary, fees, and expenses through the date of the termination of this Agreement.

8.3 **Records:**

(a) The Medical Examiner shall keep records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Agreement and for any expenses for which the Medical Examiner expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of salary, any fees, or expenses based upon such entries.

(b) The Medical Examiner acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant Chapter 119, Florida Statutes, as amended. In the event the Medical Examiner fails to abide by the provision of Chapter 119, the County may without prejudice to any right or remedy and after giving the Medical Examiner seven (7) days written notice, during which period the Medical Examiner still fails to allow access to such document, terminate the employment of the Medical Examiner. In such case, the Medical Examiner shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Medical Examiner (excluding monies owed the Medical Examiner for subcontractor work).

8.4 **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Medical Examiner, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.5 **Insurance:** The Medical Examiner is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employers' liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according A.M. Best Key Rating Guide, Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairments coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Office of Management and Budget Post Office Box 1591, Pensacola,

Florida 32597-1591. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.6 **Representative of County and Medical Examiner:**

(a) It is recognized that questions in the day-to-day conduct of this contract will arise. The Contract Administrator, upon request by the Medical Examiner in writing, shall state the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

(b) The Medical Examiner shall inform the Contract Administrator in writing to whom matters involving the conduct of the Agreement shall be addressed.

8.7 **All Prior Agreements Superseded:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.8 **Truth-in-Negotiation Certificate:** The signing of this Agreement by the Medical Examiner shall act as the execution of a truth-in-negotiation certificate stating that salary rates and other costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.9 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.10 **Gratuities:** Neither the Medical Examiner nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Medical Examiner acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Medical Examiner; the Medical Examiner agrees to abide with such statutes.

8.11 **Conflict of Interest:** The Medical Examiner hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with her performance, which it believes that any officer, employee, or agent of the Medical Examiner now has or will have. The Medical Examiner shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that

such facts become known to the Medical Examiner. The Medical Examiner at all times shall perform her obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement.

8.12 **Survival:** All other provisions, which by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

8.13 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

8.14 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words no otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Medical Examiner discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Medical Examiner shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement 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 of the terms and provisions hereof.

8.15 **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.16 **Compliance with Laws:** The Medical Examiner shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Medical Examiner shall observe all laws, rules, and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

8.17 **Participation in Other Proceedings:** At the County's request, the Medical Examiner shall allow itself to be joined as a party in any legal proceeding that involved the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.18 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.19 **No Waiver:** The failure of the Medical Examiner of the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by its duly authorized Chairman and Andrea Minyard, M.D., Medical Examiner for Medical Examiner District I of the State of Florida.

COUNTY:

ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
D.B. Underhill, Chairman

Date: 10/5/2017

BCC Approved: 10-05-2017

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

MEDICAL EXAMINER:

ANDREA MINYARD, M.D., the duly appointed Medical Examiner for Medical Examiner District I of the State of Florida.

By: _____
Andrea Minyard, M.D.

Date: 10/03/17

_____
Witness

_____
Witness

This document approved as to form and legal sufficiency.

By _____

Title SAFCA

Date 9/12/17

Exhibit "A"

SCOPE OF SERVICES

The Medical Examiner shall perform all the statutory duties set out in Chapter 406, Florida Statutes as the Medical Examiner for Escambia County.

The professional services provided to Escambia County by the Medical Examiner shall include, but are not limited to the following:

1. Performing medico-legal autopsies.
2. Performing medico-legal observations.
3. Performing medico-legal investigations.
4. Approving all cremation/burial-at-sea/scientific donation requests.
5. Examining selected death scenes.
6. Teaching law enforcement, emergency responders, and forensic science students.
7. Being available for consultation 24 hours/day, 7 days/week, including holidays.
8. Conducting monthly meetings for law enforcement and prosecutors when fully staffed.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16455 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Fiscal Year 2019/2020 Certification of Taxable Value
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2019/2020 Certification of Taxable Value - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of public hearings for the Fiscal Year 2019/2020 Budget:

A. Certify the millage rates for Fiscal Year 2019/2020 as follows:

County-wide Operating - 6.6165
Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) - .685
Library MSTU - .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2019.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2018/2019;

B. Certify the proposed millage rates at 4.32% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2019/2020;

D. Schedule a Public Hearing on the Fiscal Year 2019/2020 Budget for September 10, 2019, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2019/2020 non-ad valorem special assessment roll at 5:32 p.m., on September 10, 2019, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Government Building, 221 Palafox Place, Pensacola Florida.

BACKGROUND:

Florida Statues 200.065 requires Counties to certify to the Property Appraiser the proposed millage rate, roll back rate and the date, time and place of the first public hearing to adopt the budget. The Property Appraiser will then use this data to mail to all affected property owners in the County their estimated property taxes for the coming year and notify them of the public hearing to adopt the budget and these tax rates.

Maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2019/2020.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16338 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: SBA# 180 - Sheriff's Off-Duty Officer Reimbursements, Auto Repairs, and Misc. Fees
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #180 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #180, General Fund (001), in the amount of $25,834, to recognize the Sheriff's off-duty officer, auto repairs, and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:

The Sheriff's Department has received off-duty officer, auto repairs and miscellaneous costs reimbursements/fees associated with providing law enforcement and services in Escambia County. An appropriation of $25,834 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by $25,834.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#180
SBA180 submission documents

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as investigative costs, auto repair and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budgets accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Sheriff Fees	001	369939	$25,250
Investigative Costs	001	341525	584
Total			**$25,834**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Expenses	001/540101	59703	$25,834
Total			**$25,834**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.06.12 10:53:01 -05'00'

OMB Approved

Supplemental Budget Amendment
#180

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16338 **County Administrator's Report**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: SBA# 180 - Sheriff's Off-Duty Officer Reimbursements, Auto Repairs, and Misc. Fees
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #180 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #180, General Fund (001), in the amount of $25,834; to recognize the Sheriff's off-duty officer, auto repairs, and miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

BACKGROUND:
The Sheriff's Department has received off-duty officer, auto repairs and miscellaneous costs reimbursements/fees associated with providing law enforcement and services in Escambia County. An appropriation of $25,834 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:
This amendment will increase Fund 001 (General Fund) by $25,834.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10025963

Account	Purchase Order	Invoice Number	Amount	Description
001 208204		JUN19-06	4,598.62	AUTO REPAIR MAY19

369939

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/06/19 CHECK NO. 10025963

AMOUNT $ *****4,598.62*

PAY THE SUM OF FOUR THOUSAND, FIVE HUNDRED NINETY EIGHT DOLLARS & 62 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

Print Mail 1-866-667-2861

⑈10025963⑈ 063013924⑆67486978⑆78⑈

Auto Accident Settle & Repair May 2019

Budget Unit: 001 AND Transaction Date: Between May 1, 2019 12:00 AM and May 31, 2019 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO REPAIR WORK						
	ESCAMBIA BOARD OF COUNTY COMMISSION	05/16/2019	001	208204	101001	$445.80
	GENERAL MOTORS	05/14/2019	001	208204	101001	$3,122.54
	UNIVERSITY OF WEST FLORIDA	05/22/2019	001	208204	101001	$521.72
	UNIVERSITY OF WEST FLORIDA	05/24/2019	001	208204	101001	$508.56
DTOG-AUTO REPAIR WORK						**$4,598.62**

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445.80 +
3,122.54 +
521.72 +
508.56 +
4,598.62 T

0. C

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10025962

Account	Purchase Order	Invoice Number	Amount	Description
001 208104		JUN19-04	1,315.89	PUBLIC RECORDS MAY19

369939

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/06/19 CHECK NO. 10025962

AMOUNT $ *****1,315.89*

PAY THE SUM OF ONE THOUSAND, THREE HUNDRED FIFTEEN DOLLARS & 89 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10025962⑈ 063013924⑆674869787⑈

Print Mail 1-866-667-2861

EZESOCK

Public Records May 2019

Budget Unit: 001 AND Transaction Date: Between May 1, 2019 12:00 AM and May 31, 2019 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
ECSO RECORDS DEPARTMENT	05/02/2019	001	208104	101001	$37.85
ECSO RECORDS DEPARTMENT	05/03/2019	001	208104	101001	$67.98
ECSO RECORDS DEPARTMENT	05/08/2019	001	208104	101001	$391.48
ECSO RECORDS DEPARTMENT	05/09/2019	001	208104	101001	$56.70
ECSO RECORDS DEPARTMENT	05/10/2019	001	208104	101001	$131.86
ECSO RECORDS DEPARTMENT	05/15/2019	001	208104	101001	$29.55
ECSO RECORDS DEPARTMENT	05/17/2019	001	208104	101001	$23.50
ECSO RECORDS DEPARTMENT	05/21/2019	001	208104	101001	$152.65
ECSO RECORDS DEPARTMENT	05/23/2019	001	208104	101001	$90.65
ECSO RECORDS DEPARTMENT	05/29/2019	001	208104	101001	$302.27
ECSO RECORDS DEPARTMENT	05/30/2019	001	208104	101001	$21.75
ECSO RECORDS DEPARTMENT	05/31/2019	001	208104	101001	$9.65
DTOG-PUBLIC RECORDS FEES					**$1,315.89**

37.85 +
67.98 +
391.48 +
56.70 +
131.86 +
29.55 +
23.50 +
152.65 +
90.65 +
302.27 +
21.75 +
9.65 +
1,315.89 T

0. C

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10025967

Account	Purchase Order	Invoice Number	Amount	Description
001 208201		JUNE19-07	19,336.00	EDE MAY19

369939

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/06/19 CHECK NO. 10025967

AMOUNT $ ****19,336.00*

PAY THE SUM OF NINETEEN THOUSAND, THREE HUNDRED THIRTY SIX DOLLARS & ZERO CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10025967⑈ 063013924⑆674869787⑈

Print Mail 1-866-667-2861

EZECSOCK

Extra Duty Employment Fee's May 2019

Budget Unit: 001 AND Account Title: DTOG-EXTRA DUTY FEES AND Transaction Date: Between May 1, 2019 12:00 AM and May 31, 2019 11:59 PM

Transaction Date: Ascending order

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Account Title	Transaction Amount
A BEKA ACADEMY	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$450.00
BRENDA L MATTHEWS	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
BRIAN GUARINO	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
DAVID CRIPE	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.50
JONATHAN GLASS JR	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
MARC DEWEES	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MATTHEW BEATY	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$4.00
MICKY CAUDELL	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
RICHIE FAUNCE	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.50
STEPHEN HALL	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
STEVEN MORRIS	05/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.50
AMANDA KELLY FREEMAN	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
ANDREW KELLEY	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$158.00
BENJAMIN DUNLAP	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
BOBBY KERSEY	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
DANIEL VINCENT WELLER	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
DAVID RAMIRES	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$82.00
DEVIN HUNNICUTT	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
FRANK FORTE	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
GREGORY JOSEPH GOULT	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
HOWARD ENDERSON	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
JESSICA WOOD	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JOSEPH SCAPECCHI	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
KEN HOLYFIELD	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$6.00
KEVIN PACHUCKI	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
MELISSA SCRUGGS	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.50
MICHAEL DEKORT	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$23.00
STEVEN GOZZE LEITE	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
TAMA BARBER	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
TONY GODWIN	05/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$234.00
CHARLES DICKIN	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
DARREN ROBINSON	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
HAROLD POOL	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$87.00
JAMES GILMAN	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$87.50
JEREMIAH MEEKS	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.50
JIMMIE TATUM	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$186.00
KRISTI BERRY	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
LIONIL MARTINEZ, JR.	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
MATTHEW BEVINS	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
MITCHELL A. LEUZINGER	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$93.00
ROBERTO BARRAGAN JR	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$143.00
RYAN ROBINSON	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.50
THOMAS KELLY	05/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
BAMBI SELLARS	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
BRADLEY BAKER	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.50
CHAD BROWN	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$260.00
CHRISTINA HERNANDEZ	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
DAVID BROWN	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
HAROLD WAYNE GULSBY	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
JAMES FREEMAN	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$58.00
JAMES FRYDRYCHOWICZ	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
JUSTINA KATHRYN TUNGOL	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
MELONY PETERSON	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$143.00
MICHAEL WILLIAMS	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$87.50
MICHAEL WORKMAN	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$116.00
NATESHA WEST	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$15.50
NORMAN FRYE	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$124.00
SCOTT RIVKIN	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$114.00
SCOTT WEEKS	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$154.00
SHELIA M. CHEEKS	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
STEVEN MCCANN	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$163.00
THOMAS BORTNER	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$4.50
WILLIAM HALLFORD	05/16/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
ABELARDO LOPEZ	05/17/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$2.00
ANDREW LEONARD	05/17/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$130.00
BOBBY SMALL	05/17/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$58.00
BRIAN SHORETTE	05/17/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00

BRITTANY NICHOLE POWERS	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
CRISTA POPE	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$152.00
DONALD GRIFFIN	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$21.00
DOUGLAS SHOEMAKER	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$110.00
HARRY KILPATRICK	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$114.00
HEATH CHEATHAM	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$108.50
JAMES MORRIS	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JARED SEABURY	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$70.00
JARRETT DE SILVA	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
JEFF CUTAIO	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$63.00
JEFFREY GILLESPIE	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$146.00
JOHN BEARD	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$241.00
JOHNATHAN MASHBURN	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$5.00
JOSHUA TAYLOR	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$53.00
JUSTIN FOUNTAIN	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
KENNETH BULL	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$122.00
KEREM SUHI	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$139.00
KEVIN HADDOCKS	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
KYLE HAVER	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$23.00
LARRY MEADOWS	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$55.00
MATTHEW JOHNSON	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
MATTHEW TINCH	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$158.00
MEL ALTON PFEIFFER	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
MICHAEL COBURN	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
MICHAEL WARD	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$14.00
MILDRED SMALLWOOD	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$19.00
PATRICK PHARR	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$264.00
PATRICK ROBERTS	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$217.50
PETER KAMAU	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
PETER RONALD GALLION	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$50.00
PHILIP E GOBLE	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
ROBERT HARMON	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
RUFUS JACKSON	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$225.00
STEVEN HARDY	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
THOMAS GARRETT	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
TODD GLAZE	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$354.00
TY BREWTON	05/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
ADAM WILSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
ALBERT GEORGE KALBER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
ALEX JEREMY VINSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
ALEXANDER WARK	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
ANDREW KILGEN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
ANDREW NICHOLS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$256.00
AUGUSTUS FETTERHOFF	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$65.00
BRANDON BEECH	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
BRANDON GEISLER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$98.00
BRANDON GODFREY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$94.00
BRANDON MINOR	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$132.00
BRIAN RUPERT	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.50
BROC SECOR	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
BRYAN BARTON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$63.50
BRYAN POOLE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.50
BURT CRAFT	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
CALEB ODOM	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.50
CASEY WARD BOWLING	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
CHAD ROOP	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$133.00
CHARLES BREWER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$9.00
CHASE HORNE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
CHRISTIAN COAD	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$74.00
CHRISTOPHER DANIEL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
CHRISTOPHER ECHELE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$139.00
CHRISTOPHER PHELPS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
CHRISTOPHER SOWELL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
CHRISTY KALICHARAN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$18.00
COREY SMITH	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$171.50
COY MCKENNA	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$18.00
CURTIS CEPHAS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$234.00
DALTON HEIGELE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$30.50
DARIN VOGHT	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
DAVID ASHTON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
DAVID BASHORE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
DAVID BJORENSEN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$164.00

DAVID RAPPA	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
DELARIAN WIGGINS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
DONALD SELLERS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$120.00
DRAKE FAWCETT	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DUSTIN SHAW	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$124.00
EDWARD ROY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
ERIC ANDERSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$69.00
GRANT MCMULLEN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$142.00
GREGORY NESMITH	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$113.00
HARRY GREEN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$55.00
JACK HOLLAND	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
JACOB COTE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$59.00
JACOB HOLLOWAY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$49.00
JAKE BANDURSKI	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$130.00
JAMES BARNES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JAMES EARL LEE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$93.00
JAMES M FREEMAN II	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JAMES MANN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$227.00
JAMES NEWTON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
JASON ATES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
JASON COMANS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$63.00
JASON DONNELLY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$280.00
JASON FREAUFF	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$282.00
JASON VON ANSBACH-YOUNG	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
JAYSON BARNES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
JEF GARDNER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JEFFERY MOSES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$165.00
JEFFREY SWANSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$275.00
JELANI ACEVEDO-MORALES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$122.00
JEREMY JARMAN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$144.00
JEREMY SMALL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$137.00
JEREOME ZAID	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
JIMMIE WIGGINS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$106.00
JIMMY REAVES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$98.00
JOAN SAVAGE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
JOCQULINE HARRIS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$198.00
JOHN WATKINS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$232.00
JONATHAN ATES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$162.00
JONATHAN ROGERS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
JONATHAN WOOD	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
JOSE M OLIVERAS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$63.50
JOSEPH CARAWAY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$99.00
JOSEPH WEBBER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JOSHUA LAVOIE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$136.00
JOSHUA MICHAEL RASMUSSEN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$148.00
JUSTIN ROBBINS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
KALEB SVOBODA	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$70.00
KEITH LEVERETT JR	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
KEVIN BIGGS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$88.00
KEVIN COXWELL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$152.00
KEVIN KELLY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
KEVIN STIMMELL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
LARRY D RICHARDSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
LUKE MCCRACKEN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$57.00
MARQUILOUS CARTER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$123.50
MATTHEW HOUSAM	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$115.50
MATTHEW ROE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$18.00
MEAGHAN KEARNS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$6.00
MELISSA SALTER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
MICHAEL HOYLAND	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$92.00
MICHAEL MINER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
MICHAEL MOULTON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$110.50
MICHELLE WERT	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$69.00
MIRANDA TAYLOR	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
MITCHELL M STEVENS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$82.00
NICHOLAS CARPENTER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$62.00
PAMELA WHITLOCK	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
PHILIP FOLMAR	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$166.00
RAYMOND M. MATHENY II	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
RICKY HOWELL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$82.00
ROBERT GUY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ROBERT NELSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$168.00

ROBERT POLLOCK	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
ROBERT RANDOLPH GREENE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$117.00
ROMAIN BRISSETT	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
SANDRA WEBBER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
SANTIAGO CARRION-SOSA	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
SEAN PATTERSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
SHAWN VESTAL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$83.50
SHEDRICK JOHNSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$92.50
STANLEY WEHMEIER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$110.00
STEFAN CHAMLIS	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$126.00
STEPHEN HOUSAM	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$58.00
STEPHEN SCHAFF	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$249.00
TERRY HAMMOCK	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$176.00
THOMAS JOYNER	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
TIMOTHY EDMONSON	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
TIMOTHY F GRAVES	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
TIMOTHY RUBLE	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
TIMYRON YOUNG	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
TOD DAY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$161.00
TREY KEEGAN	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
WILLIAM HENLEY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$75.50
WILLIAM PERRY	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
WILLIAM POWELL	05/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$41.00
TERRY HARDY	05/30/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
Summary					**$19,336.00**

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18,886.00 +

Abeka Academy → 450.00 +

19,336.00 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO. 10025961

Account	Purchase Order	Invoice Number	Amount	Description
001 208150		JUN19-02	275.93	MISC DETAIL RQD MAY19

341525

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/06/19

CHECK NO. 10025961

AMOUNT $ *******275.93*

PAY THE SUM OF TWO HUNDRED SEVENTY FIVE DOLLARS & 93 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10025961⑈ 063013924⑆6748697878⑈

Print Mail 1-866-667-2861

EZECSO/CK

Investigation Costs, Misc, Public Records 2019

Budget Unit: 001 AND Transaction Date: Between May 1, 2019 12:00 AM and May 31, 2019 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	05/13/2019	001	208109	101001	$192.31
FL DEPT OF CORRECTIONS	05/14/2019	001	208109	101001	$115.38
DTOG-INVESTIGATIONS COSTS					**$307.69**

Account Title: DTOG-MISCELL (DETAIL RQD)

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Payroll Deduction	05/03/2019	001	208150	101001	$35.00
Payroll Deduction	05/17/2019	001	208150	101001	$35.00
Payroll Deduction	05/31/2019	001	208150	101001	$35.00
MOSES ATWOOD BAIL BONDS PA	05/24/2019	001	208150	101001	$120.50
PAM CHILDERS CLERK OF CIRCUIT COURT	05/16/2019	001	208150	101001	$50.43
DTOG-MISCELL (DETAIL RQD)					**$275.93**

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
ECSO RECORDS DEPARTMENT	05/02/2019	001	208104	101001	$37.85
ECSO RECORDS DEPARTMENT	05/03/2019	001	208104	101001	$67.98
ECSO RECORDS DEPARTMENT	05/08/2019	001	208104	101001	$391.48
ECSO RECORDS DEPARTMENT	05/09/2019	001	208104	101001	$56.70
ECSO RECORDS DEPARTMENT	05/10/2019	001	208104	101001	$131.86
ECSO RECORDS DEPARTMENT	05/15/2019	001	208104	101001	$29.55
ECSO RECORDS DEPARTMENT	05/17/2019	001	208104	101001	$23.50
ECSO RECORDS DEPARTMENT	05/21/2019	001	208104	101001	$152.65
ECSO RECORDS DEPARTMENT	05/23/2019	001	208104	101001	$90.65
ECSO RECORDS DEPARTMENT	05/29/2019	001	208104	101001	$302.27
ECSO RECORDS DEPARTMENT	05/30/2019	001	208104	101001	$21.75
ECSO RECORDS DEPARTMENT	05/31/2019	001	208104	101001	$9.65
DTOG-PUBLIC RECORDS FEES					**$1,315.89**

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120.50 +
50.43 +
275.93 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO. 10025966

Account	Purchase Order	Invoice Number	Amount	Description
001 208109		JUNE19-03	307.69	INV COSTS MAY19

341525

262 BOARD OF COUNTY COMMISSIONERS

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EZECSO/CK

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/06/19

CHECK NO. 10025966

AMOUNT $ *******307.69*

PAY THE SUM OF THREE HUNDRED SEVEN DOLLARS & 69 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

Print Mail 1-866-667-2861

⑈10025966⑈ 063013924⑆6748697878⑈

Investigation Costs, Misc, Public Records 2019

Budget Unit: 001 AND Transaction Date: Between May 1, 2019 12:00 AM and May 31, 2019 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	05/13/2019	001	208109	101001	$192.31
FL DEPT OF CORRECTIONS	05/14/2019	001	208109	101001	$115.38
DTOG-INVESTIGATIONS COSTS					**$307.69**

Account Title: DTOG-MISCELL (DETAIL RQD)

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
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Payroll Deduction	05/17/2019	001	208150	101001	$35.00
Payroll Deduction	05/31/2019	001	208150	101001	$35.00
MOSES ATWOOD BAIL BONDS PA	05/24/2019	001	208150	101001	$120.50
PAM CHILDERS CLERK OF CIRCUIT COURT	05/16/2019	001	208150	101001	$50.43
DTOG-MISCELL (DETAIL RQD)					**$275.93**

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
ECSO RECORDS DEPARTMENT	05/02/2019	001	208104	101001	$37.85
ECSO RECORDS DEPARTMENT	05/03/2019	001	208104	101001	$67.98
ECSO RECORDS DEPARTMENT	05/08/2019	001	208104	101001	$391.48
ECSO RECORDS DEPARTMENT	05/09/2019	001	208104	101001	$56.70
ECSO RECORDS DEPARTMENT	05/10/2019	001	208104	101001	$131.86
ECSO RECORDS DEPARTMENT	05/15/2019	001	208104	101001	$29.55
ECSO RECORDS DEPARTMENT	05/17/2019	001	208104	101001	$23.50
ECSO RECORDS DEPARTMENT	05/21/2019	001	208104	101001	$152.65
ECSO RECORDS DEPARTMENT	05/23/2019	001	208104	101001	$90.65
ECSO RECORDS DEPARTMENT	05/29/2019	001	208104	101001	$302.27
ECSO RECORDS DEPARTMENT	05/30/2019	001	208104	101001	$21.75
ECSO RECORDS DEPARTMENT	05/31/2019	001	208104	101001	$9.65
DTOG-PUBLIC RECORDS FEES					**$1,315.89**

192.31 +
115.38 +
307.69 T

0. C

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

TO: The Board of County Commissioners

THRU: Stephan Hall, Budget Manager

FROM: Henrique Dias, CFO

DATE: 7 June 2019

ISSUE: SBA for FY 2019 Reimbursements – See Attached Spreadsheet

RECOMMENDATION:

That the Board adopts the resolution approving this Supplemental Budget Amendment #_____, in the amount of **$25,834.13** for **May 2019.** Appropriating these funds in the Sheriff's Office General Fund to off-set Operating expenditures related to expenses.

BACKGROUND:

These funds represent payments for funds to include Auto Repair, Off-Duty Employment, Public Records Fees, Firing Range, Investigative Fees, and Misc. Detail RQD.

BUDGETARY IMPACT:

This supplemental Budget Amendment #_____ recognizes the reimbursement for miscellaneous payments and appropriates it in the Sheriff's budget.

LEGAL CONSIDERATION/SIGN-OFF: N/A

FLORIDA
ACCREDITED

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The Board policies require increases and decreases in revenues to be approved by them.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Questions regarding this recommendation may be directed to Henrique Dias, Chief Financial Officer at 436-9541.

CONCUR:

Matthew Coughlin
Interim County Administrator

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16380 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: SBA #185 - Court Administration Reimbursement from 14th Circuit Assistance after Hurricane Michael
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #185 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #185, Article V Fund (115), in the amount of $20,954, to recognize the reimbursement from the 14th Circuit Court for funds used for IT Technology to assist in reopening the Okaloosa Courts after Hurricane Michael and to appropriate these funds back into the Court Administration's appropriate budgets.

BACKGROUND:

The County Court Administration has received funds from the 14th Circuit Court as reimbursement for funds advanced to that office for the purchase of IT technology to recover after Hurricane Michael. An appropriation of $20,954 will be placed back into the Court's budgets, with $11,414 into the Okaloosa Technology Budget, and $9,540 into the Escambia County Administration Budget.

BUDGETARY IMPACT:

This Amendment will increase Fund 115 (Article V Fund) by $20,954.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#185

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Court Administration has been reimbursed by the 14th Circuit for assistance after Hurricane Michael to purchase IT equipment to restore functionality.
These funds must now be recognized and appropriated back into the appropriate Court Administration Budgets.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

Article V Fund	115
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Grants - Local / General Government	115	337101	20,954
Total			**$20,954**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Supplies	115/410516	55201	11,414
Operating Supplies	115/410506	55201	9,540
Total			**$20,954**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.06.18 13:59:19 -05'00'

OMB Approved

Supplemental Budget Amendment
#185

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16428 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Supplemental Budget Amendment #204 - Road Prison Manhunt Field Trials
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #204 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #204, Escambia Restricted Fund (101), in the amount of $6,750, to recognize anticipated reimbursements the County will be receiving from the Southeastern States Manhunt Field Trial Teams at the Road Prison, where 30 teams will participate and will pay $225 per team, and to appropriate these funds for the related operational expenses that will support this event.

BACKGROUND:

The Road Prison will be receiving reimbursements for the Southeastern States Manhunt Field Trials. They expect 30 teams to participate and will pay $225 per team. This Supplemental Budget Amendment is recognizing the $6,750, which is anticipated to be collected for the Field Trials. These funds will be used to cover operational activities associated with this event.

BUDGETARY IMPACT:

This Amendment will increase Fund 101 by $6,750.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#204

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County expects to receive reimbursements for the Southeastern States Manhunt Field Trials. The Road Prison anticipates 30 teams to participate and each team will be paying $225 to join in the trials. These funds must now be recognized and appropriated to cover operational activities associated with the event.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

Escambia Restricted Fund	101		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
Road Prison Fundraisers	101	366401	6,750
Total			**$6,750**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Operating Supplies	101/290208	55201	6,750
Total			**$6,750**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US Date: 2019.07.05 12:17:39 -05'00'

OMB Approved

Supplemental Budget Amendment # 204

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16442 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Supplemental Budget Amendment #210 - Reimbursement from US Navy for OLF-X Services
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #210 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #210, Local Option Sales Tax III Fund (352), in the amount of $110,000, to recognize a reimbursement from the US Navy for unused administrative and professional costs in relation to the OLF-X project, and to appropriate these funds back into the project's budget.

BACKGROUND:

Escambia County has received reimbursement from the US Navy for their professional and administrative services in relation to the OLF-X project, and per the Agreement recently passed by the Board, which reimburses the County for unused administrative and professional costs. These funds will be appropriated back to the LOST III project's budget.

BUDGETARY IMPACT:

This Amendment will increase Fund 352 by $110,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #210

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received reimbursement funds from the US Navy for services related to the OLF-X project, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

Local Option Sales Tax III	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Reimbursements	352	369401	$110,000
Total			$110,000

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Land	352/110273	56101/16PF3518	$110,000
Total			$110,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.07.02 15:45:20 -05'00'

OMB Approved

Supplemental Budget Amendment
#210

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16426 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Purchase of Transit Vans (2) for Facilities
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two 2019 Transit Vans for Facilities - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign the Purchase Order to Bozard Ford Company, for two 2019 Transit Vans for Facilities, per the terms and conditions of solicitation PD 18-19.069, in the amount of $59,992 (each vehicle priced at $29,996).

This solicitation was emailed to 30 known vehicle dealerships - including local dealers - via Vendor Registry. The solicitation was viewed by 21 firms and downloaded by 13 firms. Three solicitation responses were received.

[Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One; Object Code 56401, Machinery & Equipment]

BACKGROUND:

Specifications for PD 18-19.069, Two 2019 Transit Vans for Facilities was issued via Vendor Registry to 30 known firms. The solicitation was downloaded 13 times and three bids were received. Bozard Ford Company was deemed the lowest, most responsive bidder with a total price of $59,992 (each vehicle priced at $29,996).

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One, Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid Tab Recommendation to Award
Recommendation to Award Determiniation Checklist
Solicitation Distribution List
Solicitation Analytics

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

Transit Vans (2) for Facilities
SPECIFICATION NUMBER PD 18-19.069

BIDS WILL BE RECEIVED UNTIL 10:00 AM CDT, June 14, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-15

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

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

Sec. 46-110.-Local Preference in Bidding

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 of 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 Vendor 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 Vendor 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, qualifies 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 Vendors 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 Vendor 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 Vendor 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, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Transit Vans (2) for Facilities
SPECIFICATION PD 18-19.069

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Transit Vans (2) for Facilities
PD 18-19.069

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Transit Vans (2) for Facilities

Solicitation Number PD 18-19.069

Solicitation

MAILING DATE: 05/28/2019
PRE-SOLICITATION CONFERENCE: There will be no pre-solicitation conference for this solicitation.
OFFERS WILL BE RECEIVED UNTIL: 10:00 AM CDT, June 14, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name of Person Authorized to Sign Offer)

_____
(Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid for One (1) Unit $ _____

Bid Total for Two (2) Units $_____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.069, "Transit Vans (2) for Facilities", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

This solicitation is for the purchase of Two (2) 2019 Ford Transit T-150 Cargo Vans (E1Z), or approved equivalent, for the Escambia County Facilities Department. Currently acceptable models include:

A. 2019 Chevrolet Express Cargo Van (CG23405)
B. 2019 GMC Savana Cargo Van (TG23405)
C. 2019 Nissan NV Cargo Van (61118)
D. 2019 Ram Promaster Van (VF1L11)

The base equipment (or approved equivalent) shall include Manufacturer's Standard for the following items:

A. Standard engine, alternator, batter, and cooling package
B. Standard automatic transmission, axle, and suspension system
C. Standard power steering and gauges
D. Air conditioning with 134A system
E. Standard tinted glass all around
F. Standard AM/FM radio
G. Power windows, power door locks, cruise control, and tilt steering wheel, if available.
H. Standard floor covering(s)
I. Standard seats
J. Keys: two (2) per vehicle, single key locking system (each vehicle keyed differently)
K. Standard exterior mirrors and rearview mirror
L. Interior dome lights with left- and right-door activated switches
M. Standard air bags.
N. Four-wheel anti-lock brake ABS system
O. Standard tires and wheels with full-size spare
P. Standard door arrangements with standard glass placement

Optional equipment required shall include:

A. Exterior color: White
B. Interior color: darkest available
C. 148" wheelbase upgrade
D. 9,000 lb GVWR package
E. Fixed rear- and side-door glass
F. Load protection
G. Heavy duty floor mats
H. Partition & service bins with adjustable shelf units (42"w x 46"h x14"d or approved equivalent)
I. Ladder rack
J. Heavy duty battery
K. Heavy duty alternator (250 amp)
L. Assist handles

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be June 7, 2019 at 5:00 PM CDT.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. F.O.B. Point

The F.O.B. shall be 601 Highway 297-A, Cantonment, FL, 32533, Attention James Higdon (850-937-2123). Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

6. Delivery

Delivery is requested within 120 calendar days after receipt of purchase order or release Order.

7. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Fleet/Road Department
601 Highway 297-A
Cantonment, FL 32533
Attention: James Higdon

8. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. Equivalents/Samples

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

11. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia

County.

13. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

D. DHSMV-82040, Application for certificate of title/registration.

E. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: **ESCAMBIA COUNTY, FLORIDA**.

F. Sales tax exemption form (if required).

G. Forward all title work to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

H. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

14. Evaluation of Options

The County shall evaluate offers for award purposes by the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

15. Ordering

Upon award, the County will issue a purchase order for the vehicle listed on the form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

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

18. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

20. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 18-19.069 **Solicitation Name:** Transit Vans (2) for Facilities								
Bid Opening Time: 10:30 AM CDT **Bid Opening Date:** 6/14/2019 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Bozard Ford, Co.		Y	N/A	Y	Y	Y	Y	Y	$59,992.00
Coggin Ford		N	N/A	N/A	N/A	N/A	N/A	N/A	$66,801.50
Terry Taylor's DeLand Nissan		Y	N/A	Y	Y	Y	Y	Y	$59,992.00
Bids Opened By:	Jeff Lovingood, Purchasing Specialist			**Date:**	6/17/2019	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist			**Date:**	6/17/2019	Recommendation to the Board			
Bids Witnessed By:	Sherri Bonner			**Date:**	6/17/2019	**CAR Date:**	7/8/2019	**BCC Date:**	7/18/2019

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Bozard Ford, Co.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

The bid from Terry Taylor's DeLand Nissan included an aftermarket heavy-duty alternator so the Bozard Ford, Co bid was accepted as it provides a heavy-duty alternator installed at the factory.

Posted: 06/24/2019

Form Completed By: **JDL**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Transit Vans (2) for Facilities

Bid Number: PD 18-19.069

Opening Date/Time: June 14, 2019, 10:30 AM CDT

Purchasing Agent: Jeffery D. Lovingood

Client Department: Facilities Management Dept. Director/Designee: James Higdon

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition #: _____

Fund #: 001 Fund Title: General Fund

Cost Center#: 310204 Cost Center Title: Facilities Priority One

Object Code #: 56401 Object Code Title: Machinery & Equipment

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __No
Note: Attachments to Requisition shall Reference PD # 18-19.069

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

To award a purchase order to Bozard Ford, Co in the amount of $59,992.00 for the purchase of two (2) 2019 Ford Transit T-150 Cargo Vans (E1Z).

_____ Unit Price Extensions Checked by:

(Signature) J Lovingood (Date) 6/14/2019

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes __No Client Department __Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____

(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____

(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

DateAdded	CompanyName	EmailAddress	Subject	EventType
5/28/2019 11:51	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51		Benmyers@petemoore.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	PRIDE Enterprises	bids@pride-enterprises.org	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 12:01		bravov@autonation.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Pat's Pump & Blower	davidp@patspump.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51		dhuffman@wardintltrucks.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51		hudsonl@sandysansing.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51		jjohnson@worldford.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51		kwood@empiretruck.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	NIMNICHT CHEVROLET	mmccullers@nimnicht.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51		neal@hillkellydodge.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 12:01		rhoening@cogginauto.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered
5/28/2019 11:51	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.069 Transit Vans (2) for Facilities	delivered

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
5/29/2019 8:46	ACME AUTO LEASING LLC	Rosa	Hill	rhill@acmeautoleasing.com	Viewed	None
5/29/2019 8:47	ACME AUTO LEASING LLC	Rosa	Hill	rhill@acmeautoleasing.com	Downloaded	None
6/13/2019 13:50	addedpowerpressurewashingservice	Ronald	Jr	addedpowerpressure@gmail.com	Viewed	None
6/24/2019 10:43	Alas Leasing	Alberto	Eliakim	info@alasleasing.com	Viewed	None
6/11/2019 14:59	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
6/11/2019 14:59	Bozard Ford & Lincoln	JOSEPH	WINDROW	windrow11@gmail.com	Viewed	None
6/11/2019 14:59	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
6/11/2019 14:59	Bozard Ford & Lincoln	JOSEPH	WINDROW	windrow11@gmail.com	Downloaded	None
5/30/2019 13:36	Dana Safety Supply	Mark	Cowart	mcowart@danasafetysupply.com	Downloaded	None
5/30/2019 13:36	Dana Safety Supply	Mark	Sevigny	msevigny@1dss.com	Downloaded	None
5/30/2019 13:39	Dana Safety Supply	Mark	Cowart	mcowart@danasafetysupply.com	Viewed	None
5/30/2019 13:39	Dana Safety Supply	Mark	Sevigny	msevigny@1dss.com	Viewed	None
6/17/2019 20:38	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Viewed	None
6/17/2019 20:38	DeLand Nissan	Kurt	Dye	kdye@delandnissan.com	Viewed	None
6/17/2019 20:40	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Downloaded	None
6/17/2019 20:40	DeLand Nissan	Kurt	Dye	kdye@delandnissan.com	Downloaded	None
6/4/2019 6:35	DH and Company	Dara	Harsh	daraharsh@gmail.com	Viewed	None
6/4/2019 6:35	DH and Company	Dara	Harsh	daraharsh@gmail.com	Downloaded	None
7/1/2019 8:04	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
5/30/2019 9:06	MobilityTrans	Brian	Beebe	brian@mobilitytrans.com	Viewed	None
5/30/2019 9:06	MobilityTrans	Brian	Beebe	brian@mobilitytrans.com	Downloaded	None
6/24/2019 12:21	Nor Cal Vans Inc	Laurie	LaPant	laurie@nor-calvans.com	Viewed	WOSB (Woman Owned Small Business)
6/24/2019 12:22	Nor Cal Vans Inc	Laurie	LaPant	laurie@nor-calvans.com	Downloaded	WOSB (Woman Owned Small Business)
5/28/2019 22:55	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
5/28/2019 22:55	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
6/8/2019 2:04	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
6/8/2019 2:04	onvia	Source	Team	sourcemanagement2@onvia.com	Downloaded	None
6/13/2019 14:23	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
6/13/2019 14:23	onvia	Source	Team	sourcemanagement2@onvia.com	Viewed	None
6/3/2019 16:06	Palmetto Ford Truck Sales Inc.	Charlie	Rodgers	crodgers@palmettotruck.com	Viewed	Minority Owned
6/3/2019 16:07	Palmetto Ford Truck Sales Inc.	Charlie	Rodgers	crodgers@palmettotruck.com	Downloaded	Minority Owned
5/31/2019 12:28	ParaFlex Mobility Systems	Duff	Freel	duff@etrllc.org	Viewed	None
5/31/2019 12:28	ParaFlex Mobility Systems	Duff	Freel	duff@etrllc.org	Downloaded	None
5/28/2019 12:29	Park Built Body Company	Peyton	Downing	sales@parkbuiltbodyco.com	Viewed	None
5/28/2019 12:29	Park Built Body Company	Peyton	Downing	sales@parkbuiltbodyco.com	Downloaded	None
5/28/2019 16:28	PRESTIGE FORD	Eric	Jore	ejore@aol.com	Viewed	None
5/28/2019 16:28	PRESTIGE FORD	Eric	Jore	ejore@aol.com	Downloaded	None
6/11/2019 12:41	Prime Time Specialty Vehicles Inc.	Bradley	Moore	brad@primetimesv.com	Downloaded	None
6/11/2019 12:42	Prime Time Specialty Vehicles Inc.	Bradley	Moore	brad@primetimesv.com	Viewed	None

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16427 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Purchase of Four Vehicles for Corrections
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Four Vehicles for Corrections - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to execute a Purchase Order to Bozard Ford Company, in the amount of $134,377, for the purchase of the following four vehicles for the Escambia County Corrections Department, according to the specifications outlined in Solicitation PD18-19.074, Corrections Vehicles (4):

- One Ford F-350 Crew Cab for $41,996;
- One Ford Expedition for $44,989;
- One Ford Fusion for $18,396; and
- One Ford F-150 Crew Cab for $28,996.

This vehicle purchase was issued to 43 known dealers in Florida - including local firms. The solicitation was viewed by 23 firms and downloaded by 16. Bid responses were received from two firms, with Bozard Ford Company being the lowest, most responsive bidder, with a total of $134,377 for all four vehicles noted above. No responses were received from local bidders.

[Funding:

- Ford F-350 for Escambia County Work Annex: Fund 352, LOST III, Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738;
- Ford Expedition for Jail K-9 Officer: Fund 111, Detention/Jail Commissary Fund; Cost Center 290406, Detention/Jail Commissary; Object Code 56401, Machinery and Equipment;
- Ford Fusion for Escambia County Work Annex Administration: Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738; and
- Ford F-150 for Litter Patrol: Fund 352, LOST III; Cost Center, 290407, Detention Capital

Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738]

BACKGROUND:

Specifications for PD 18-19.074, Corrections Vehicles (4) were posted on Vendor Registry and issued to 43 known dealers in Florida - including local firms. The solicitation was viewed by 23 firms and downloaded by 16. Bid responses were received from two firms, with Bozard Ford Company being the lowest, most responsive bidder, with a total of $134,377 for all four vehicles noted above. No responses were received from local bidders.

Vehicle Purchase Justification:

- Ford F-350 for Escambia County Work Annex will be replacing County Tag 44447, which is 22 years old and has 160,884 miles;
- Ford Expedition for Jail K-9 Officer will be a new unit added to the fleet. Corrections is currently in the process of gathering the necessary equipment to provide the Jail with an additional K-9 officer;
- Ford Fusion for Escambia County Work Annex Administration will be replacing County Tag 49680 which is 18 years old and has 127,626 miles; and
- Ford F-150 for Litter Patrol will replace County Tag 52287 which is 16 years old and has 189,419 miles.

BUDGETARY IMPACT:

Funding:

- Ford F-350 for Escambia County Work Annex: Fund 352, LOST III, Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738;
- Ford Expedition for Jail K-9 Officer: Fund 111, Detention/Jail Commissary Fund; Cost Center 290406, Detention/Jail Commissary; Object Code 56401, Machinery and Equipment;
- Ford Fusion for Escambia County Work Annex Administration: Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738; and
- Ford F-150 for Litter Patrol: Fund 352, LOST III; Cost Center, 290407, Detention Capital Project; Object Code 56401, Machinery and Equipment; Project # 14SH2738]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid Tab Recommendation to Award
Recommendation to Award Determiniation Checklist
Bid Distribution List
Bid Analytics

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

Corrections Vehicles
SPECIFICATION NUMBER PD 18-19.074

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, June 13, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

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

Sec. 46-110.-Local Preference in Bidding

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 of 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 Vendor 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 Vendor 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, qualifies 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 Vendors 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 Vendor 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 Vendor 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, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Corrections Vehicles
SPECIFICATION PD 18-19.074

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Corrections Vehicles
PD 18-19.074

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Corrections Vehicles

Solicitation Number PD 18-19.074

Solicitation

MAILING DATE: 05/28/2019
PRE-SOLICITATION CONFERENCE: There will be no pre-solicitation conference for this solicitation.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, June 13, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name of Person Authorized to Sign Offer)

_____
(Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

	Or Equivalent (write in model)	
Base Bid Total for F-350		**$**_____
Base Bid Total for Expedition		**$**_____
Base Bid Total for Ford Fusion		**$**_____
Base Bid Total for F-150		**$**_____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (*Sec. 46-110.-Local Preference in Bidding)*.

Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number _____

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.074, "Corrections Vehicles", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Project Narrative

This solicitation is for the purchase of the following vehicles for the Escambia County Corrections Department:

One (1) 2019 Ford F-350 1-Ton 4-Door Crew Cab Pickup Truck (Dual Rear Wheel) 4x4 (W3D) with XL Trim Package (620), or approved equivalent. Currently acceptable models include:

- 2019 Chevrolet Silverado 3500 HD (CK35943)
- 2019 GMC Sierra 3500 HD (TK35943)
- 2019 Ram 3500 (D28L92)

The base equipment shall include the following Manufacturer's Standard items:

A. Alternator, battery, and cooling package;
B. Automatic transmission, drive axle ratio for engine and transmission combination, and limited slip differential on 4-wheel drive;
C. Power steering and gauges;
D. Air conditioning with 134A system, standard tinted glass all around, AM/FM stereo, heavy duty rubgber floor covering instead of carpet, standard production seats, and two (2) keys per vehicle, single key locking system (each vehicle keyed differently);
E. Standard exterior mirror and inside rearview mirror, interior dome lights with left- and right-door activated switches, and standard air bags;
F. Four wheel anti-lock brake ABS system;
G. Standard tires and wheels with a full-size spare mounted underbody;
H. Fleetside long bed and standard fron & rear bumpers

Optional equipment required shall include:

A. XL Trim package
B. 6.7L V8 Diesel engine

C. 6-Speed Automatic Transmission
D. 176” wheelbase with 8’ bed
E. Power windows and door locks
F. 3.73 limited slip axle
G. Exterior color: White
H. Interior color: darkest color available with vinyl interior
I. Brake controller
J. Heavy duty trailer towing package
K. 8’ long bed model

One (1) 2019 Ford Expedition Special Service Vehicle 4x2 (U1F), or approved equivalent. Currently acceptable models include:

- 2019 Dodge Durango (WDDE75)

The base equipment shall include the following Manufacturer’s Standard items:

A. Manufacturer's standard gasoline engine, alternator, battery and cooling package.
B. Manufacturer's standard automatic transmission/transaxle
C. Manufacturer's standard power steering and standard gauges
D. Manufacturer's standard air conditioning with 134A system, standard tinted glass all around, standard AM/FM stereo, power windows, power door locks, cruise control and tilt steering wheel, heavy duty rubber floor covering (if available), cloth front seats with vinyl rear seat (if available), and keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently);
E. Dual outside mirrors and inside rearview mirror, interior dome lights with left and right door activated switches, and standard air bags;
F. Four wheel anti-lock brake ABS system;
G. Manufacturer's standard tires and wheels with full-size spare tire and rim (if available);
H. Manufacturer's standard fuel tank and full perimeter frame, ladder type.

Optional equipment required shall include:

A. XL Trim package
B. Exterior Color: White
C. Interior Color: front cloth and rear vinyl (darkest color available)
D. Vinyl flooring
E. Heavy duty trailer towing package
F. Two (2) additional keys/fobs
G. American Aluminum K-9 Container, powder coating black with dog dish and fan for driver’s side. Dog will exit passenger side door.
H. Radiotronics heat alarm
I. Carbon monoxide detector
J. Two (2) Whelen microns, mount in grille – blue
K. Two (2) Whelen vertex, mount in tail lamps – blue

One (1) 2019 Ford Fusion Mid-Size 4-Door Administrative Vehicle (P0G), or approved equivalent. Currently acceptable models include:

- 2019 Chevrolet Malibu (1ZC69)
- 2019 Nissan Altima (13118)
- 2019 Toyota Camry (2532)

The base equipment shall include the following Manufacturer’s Standard items:

A. Manufacturer's standard gasoline engine, alternator, battery, and cooling package;

B. Manufacturer's standard automatic transmission and axle ratio;
C. Manufacturer's standard power steering and standard gauges;
D. Two (2) keys per vehicle, single key locking system (each vehicle keyed differently), power door locks, power windows, cruise control,tilt steering wheel, air conditioning with 134A system, standard tinted glass all around, standard trunk opener, electric, remote unit location, standard AM/FM stereo, standard production seats, and standard floor covering with front and rear floor mats;
E. Four wheel anti-lock brake ABS system;
F. Dual outside mirrors and inside rearview mirror, interior dome light(s) with left and right door activated switches, minimum 2-speed electric wipers and windshield washer, standard air bags, and rear view back-up camera;
G. Manufacturer's standard tires and wheels, and manufacturer's spare tire and rim, if available;
H. Inside hood release, standard door molding, and standard fuel tank.

Optional equipment required shall include:

A. S Trim package
B. Exterior Color: White
C. Interior Color: Darkest cloth interior available

One (1) 2019 Ford F-150 XL ½-Ton Crew Cab Pickup Truck 4x4 (W1E), or approved equivalent. Currently acceptable models include:

- 2019 Chevrolet Silverado 1500 1WT (CK10543)
- 2019 GMC Sierra 1500 1SA (TK10543)
- 2019 Nissan Titan S (38019)
- 2019 Ram 1500 Tradesman (DS6L98)
- 2019 Toyota Tundra SR5 Crewmax 5.5' Bed (8359)

Optional equipment required shall include:

A. 101A Trim package which includes AM/FM with six speakers, Ford SYNC, 4.2" LCD display in center stack, USB port, and cruise control;
B. 3.3L V6 TI-VCT with Flex-Fuel;
C. 145" Wheel base and 5.5" bed;
D. Standard non-limited slip axle ratio;
E. Power windows and door locks;
F. Exterior Color: White;
G. Interior: darkest color vinyl available and 40/console/40;
H. Heavy duty trailer towing package with 2" ball, pin and clip.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be June 7, 2019 at 5:00 PM CDT.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. F.O.B. Point

The F.O.B. shall be 601 Highway 297-A, Cantonment, FL, 32533, Attention James Higdon (850-937-2123). Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

6. Delivery

Delivery is requested within 120 calendar days after receipt of purchase order or release Order.

7. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Fleet/Road Department
Attention: James Higdon
601 Highway 297-A
Cantonment, FL 32533

8. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. Equivalents/Samples

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

11. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

D. DHSMV-82040, Application for certificate of title/registration.

E. Check for title - Payable to Janet Holley, Escambia County Tax Collector. Title vehicle to: **ESCAMBIA COUNTY, FLORIDA**.

F. Sales tax exemption form (if required).

G. Forward all title work to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

H. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

14. Evaluation of Options

The County shall evaluate offers for award purposes by the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

15. Ordering

Upon award, the County will issue a purchase order for the vehicle listed on the form.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "item-by-item" basis.

18. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

20. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number: PD 18-19.074 Solicitation Name: Corrections Vehicles

Bid Opening Time: 3:00 PM CDT Bid Opening Date: 6/13/2019 Bid Opening Location: Rm 11.407 Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	F-350	Expedition	Ford Fusion	F-150
Bozard Ford Co.	Y	N/A	Y	Y	Y	N/A	Y	$41,996.00	$44,989.00	$18,396.00	$28,996.00
Terry Taylor's Deland Nissan, INC.	Y	N/A	Y	Y	Y	N/A	Y	NB	NB	(Altimas) $20,220.75	(Titan-S)$ 32,336.75

Bids Opened By:	Jeff Lovingood, Purchasing Specialist		**Date:**	6/13/2019	**Status: Recommendation to Award**						
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist		**Date:**	6/13/2019							
Bids Witnessed By:	Kasi Whitaker		**Date:**	6/13/2019	**CAR Date:**	7/2/2019	**BCC Date:**	7/18/2019			

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Bozard Ford Company

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **7/1/2019 1:00 PM CDT**

Form Completed By: **JDL/kmw**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 - GENERAL INFORMATION SECTION -

Description: Corrections Vehicles

Bid Number: PD 18-19.074

Opening Date/Time: June 13, 2019 @ 3:00 PM

Purchasing Agent: Jeffrey Lovingood

Client Department: Corrections Dept. Director/Designee: Whitney Lucas

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: _____ Fund Title: Please see attached page for funding information

Cost Center #: _____ Cost Center Title: _____

Object Code #: _____ Object Code Title: _____

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 - RECOMMENDED AWARD SECTION - (See Attached Tab Sheet)

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

To award a purchase order to Bozard Ford, Co for a total Purchase Order of $134,377.00. Please see the attached page for specific vehicle and funding breakout.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 6/13/2019

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Department [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -
FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

Ford F-350 for Escambia County Work Annex
($41,996.00) - Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment; Project # 14SH2738

Ford Expedition for Jail K-9 Officer
($44,989.00) - Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 56401, Machinery & Equipment

Ford Fusion for Escambia County Work Annex Admin.
($18,396.00) - Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment; Project # 14SH2738

Ford F-150 for Litter Patrol
($28,996.00) - Fund 352, LOST III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment; Project # 14SH2738

Total Purchase Order Amount: $134,377.00

DateAdded	CompanyName	EmailAddress	Subject	EventType
5/28/2019 9:11	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Sarasota Fun Machines Inc	badboyroe95@gmail.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	BOTACH INC	barak@botach.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Pete Moore	benmyers@petemoore.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Pride Enterprises	bids@pride-enterprises.org	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Capital Volvo Truck & Trailer	billmaxwell@capitalvolvo.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Capital Volvo Truck and Trailer	cap95@aol.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Pat's Pump & Blower	davidp@patspump.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Fleetco	dcarson@fleetco-specialty.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Fleetco	dcarson@specialty-fleetco.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Sarasota Fun Machines Inc	egurry@sarasotafunmachines.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	PRESTIGE FORD	ejore@aol.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Water Technology Inc.	gregor@wti.services	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Sandy Sansing	hudsonl@sandysansing.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	World Ford	jjohnson@worldford.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Sunbelt Fire	kloper@sunbeltfire.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Rosenbauer America	msmith@rosenbaueramerica.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Hill Kelly Dodge	neal@hillkellydodge.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	First Priority Emergency Vehicles	onlinebids@firstpriorityglobal.net	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Park Built Body Company	sales@parkbuiltbodyco.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered

5/28/2019 9:11	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Kia Autosport	sprahlad@kiaautosport.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Ingram Equipment	stevec@ingramequipment.net	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered
5/28/2019 9:11	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 18-19.074 Corrections Vehicles (4)	delivered

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
5/29/2019 8:48	ACME AUTO LEASING LLC	Rosa	Hill	rhill@acmeautoleasing.com	Viewed	None
5/29/2019 8:48	ACME AUTO LEASING LLC	Rosa	Hill	rhill@acmeautoleasing.com	Downloaded	None
6/4/2019 14:04	Ag-Pro	Lucas	Jones	ljones@agproco.com	Viewed	None
6/4/2019 14:11	Bob Barker Company Inc	Irene	Watson	bidnotices@bobbarker.com	Viewed	None
6/4/2019 14:11	Bob Barker Company Inc	Tabitha	Hartley	bidnotices@bobbarker.com	Viewed	None
6/12/2019 20:29	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
6/12/2019 20:29	Bozard Ford & Lincoln	JOSEPH	WINDROW	windrow11@gmail.com	Viewed	None
6/12/2019 20:29	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
6/12/2019 20:29	Bozard Ford & Lincoln	JOSEPH	WINDROW	windrow11@gmail.com	Downloaded	None
5/29/2019 8:21	Custom Truck and Body Works Inc	Cody	Crooks	cody@customtruckandbodyworks.com	Viewed	None
5/29/2019 8:21	Custom Truck and Body Works Inc	Cody	Crooks	cody@customtruckandbodyworks.com	Downloaded	None
5/28/2019 9:38	Dana Safety Supply	Mark	Cowart	mcowart@danasafetysupply.com	Viewed	None
5/28/2019 9:38	Dana Safety Supply	Mark	Sevigny	msevigny@1dss.com	Viewed	None
5/28/2019 9:38	Dana Safety Supply	Mark	Cowart	mcowart@danasafetysupply.com	Downloaded	None
5/28/2019 9:38	Dana Safety Supply	Mark	Sevigny	msevigny@1dss.com	Downloaded	None
6/4/2019 21:20	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Viewed	None
6/4/2019 21:20	DeLand Nissan	Kurt	Dye	kdye@delandnissan.com	Viewed	None
6/4/2019 21:20	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Downloaded	None
6/4/2019 21:20	DeLand Nissan	Kurt	Dye	kdye@delandnissan.com	Downloaded	None
6/4/2019 6:35	DH and Company	Dara	Harsh	daraharsh@gmail.com	Viewed	None
6/4/2019 6:36	DH and Company	Dara	Harsh	daraharsh@gmail.com	Downloaded	None
7/1/2019 8:04	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
6/5/2019 9:41	Nations Bus	David	Morris	dmorris@nationsbus.com	Viewed	None
5/29/2019 11:25	Nor Cal Vans Inc	Laurie	LaPant	laurie@nor-calvans.com	Viewed	WOSB (Woman Owned Small Business)
6/4/2019 7:10	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
5/28/2019 22:52	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
5/28/2019 22:53	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
5/31/2019 18:13	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
5/31/2019 18:13	onvia	Source	Team	sourcemanagement2@onvia.com	Downloaded	None
6/7/2019 22:08	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
6/7/2019 22:08	onvia	Source	Team	sourcemanagement2@onvia.com	Viewed	None
6/3/2019 16:04	Palmetto Ford Truck Sales Inc.	Charlie	Rodgers	crodgers@palmettotruck.com	Viewed	Minority Owned
6/3/2019 16:04	Palmetto Ford Truck Sales Inc.	Charlie	Rodgers	crodgers@palmettotruck.com	Downloaded	Minority Owned
5/31/2019 12:25	ParaFlex Mobility Systems	Duff	Freel	duff@etrllc.org	Viewed	None
5/31/2019 12:26	ParaFlex Mobility Systems	Duff	Freel	duff@etrllc.org	Downloaded	None
5/29/2019 14:03	PRESTIGE FORD	Eric	Jore	ejore@aol.com	Viewed	None
5/29/2019 14:03	PRESTIGE FORD	Eric	Jore	ejore@aol.com	Downloaded	None
5/31/2019 6:32	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Viewed	None
5/31/2019 6:33	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Downloaded	None

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16329 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Contract Award for Corrections Uniforms
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Corrections Uniforms - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Galls, LLC, per the terms and conditions of PD 18-19.048, Corrections Uniforms, in the anticipated annual amount of $103,717.

[Funding: Fund 001, General Fund, and Fund 175, Transportation Trust Fund, Object Code 290401 and 290202]

BACKGROUND:

This solicitation is to replace an expiring contract. Invitation to Bids, PD 18-19.048, was advertised in the Pensacola News Journal on May 1, 2019. 137 notifications were sent out notifying firms of this solicitations. 36 firms downloaded the solicitation (two Minority, six Women Owned Small Businesses, and one Veteran Owned Small Business). The bid opening was held on May 15, 2019. Only one submission was received from Galls, LLC, the current provider.

BUDGETARY IMPACT:

Fund 001, General Fund, and Fund 175, Transportation Trust Fund, Object Code 290401 and 290202

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

All work associated with this solicitation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 45, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Contract and Purchase Order.

Attachments

Agreement
Public Notice of Award
Bid Tabulation
Determination of Award Checklist
Bid Analytics

AGREEMENT RELATING TO UNIFORM SUPPLIES FOR ESCAMBIA COUNTY CORRECTIONS (PD 18-19.048)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County**"**), and Galls, LLC, a foreign for-profit limited liability company authorized to transact business in the State of Florida, FEI/EIN Number: 20-3545989, whose principal address is 1340 Russell Cave Road, Lexington, KY 40505 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on April 30, 2019, the County issued an Invitation to Bidders (PD 18-19.048) seeking a contractor to provide uniform supplies for Escambia County Corrections; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one-year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Corrections Uniforms, Specification No. P.D. 18-19.048*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point(s) within Escambia County. In the event an audit indicates Contractor has not honored quoted prices and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 30 days prior to the requested effective date. Any requested price increase shall be accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor. Any price decrease effectuated during the term of the Agreement shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for products to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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

Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Galls, LLC	To: Escambia County
Attention: Michael Wessner	Attention: County Administrator

1340 Russell Cave Road Lexington, KY 40505	221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment, and safety.

17. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

18. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

19. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

20. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will 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 of the terms and provisions hereof.

21. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

22. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR: GALLS, LLC

By: _____
Michael Wessner, President/CEO

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual

Date: June, 13, 2019

ESCAMBIA COUNTY, FLORIDA 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 Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/our-services/purchasing
Click on **ON-LINE SOLICITATIONS**

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. **Manufacturers' 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. **Nonconformance 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**



ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

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, URL:http://dos.myflorida.com/sunbiz/search
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

"Specification Number PD 18-19.048 Corrections Uniforms", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

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

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 officials, 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.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 canceled.

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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, Phone: (850) 595-4878, email: abroggenbuck@myescambia.com . Last date for questions is May 6, 2019, 5:00 pm cst.

3. **Bid Forms**

This Solicitation contains a Offer/Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. **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 three (3) years. The contract may be renewed with two (2) additional twelve (12) month renewal options. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. Any changes in the terms and conditions shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

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

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

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

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

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract, and approved by the Board of County Commissioners.

13. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. **Award**

Award may be made on a multiple award basis.

16. **Termination (Public Records Request)**

If the contractor refuses 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 by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **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 offerors insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence 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 employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

Business Auto Liability Coverage
Business auto 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 employee non-ownership use.

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

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and 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.

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 policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

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 the 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.

18. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County; provided, however, that the Contactor shall have no obligation to save harmless, indemnify or defend the County for personal injury, death, or property damage that is solely the result of the County's wrongful or negligent conduct.

County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Not ADA Compliant

SIGN AND RETURN THIS FORM WITH YOUR BIDS

OFFER/BID FORM
Submit Offers to:

ESCAMBIA COUNTY FLORIDA

PAUL NOBLES
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 S. Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
Corrections Uniforms

Solicitation Number PD 18-19.048

SOLICITATION

MAILING DATE: April 30, 2019

OFFERS WILL BE RECEIVED UNTIL: May 14, 2019 2:00 PM CST, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 20-3545989

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 30 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Galls, LLC

ADDRESS: 1340 Russell Cave Road

CITY, ST. & ZIP: Lexington, KY 40505

PHONE NO.: (800) 876-4242

TOLL FREE NO.: (800) 876-4242

FAX NO.: (877) 914-2557

REASON FOR NO OFFER:

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Michael Wessner, Chief Executive Officer
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

ORIGINAL
EXHIBIT
B
tabbies

PD 18-19.048 Corrections Department Uniform Price List

877-914-2557 Rose-Lindsay@galls.com

DESCRIPTION	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
16" Prolight Snake Boot	#FQ0001570	1	$107.00	$107.00
3/4 gold smooth multi star insigia 1- 4 star	#A5697 GP	2	$18.50	$37.00
5.11 Mens Company Comp Toe 2.0 Boot	#12033	1	$101.00	$101.00
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 2XL (comes in various colors)	#72175	2	$52.75	$105.50
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 3XL (comes in various colors)	#72175	2	$58.75	$117.50
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 4XL (comes in various colors)	#72175	1	$58.75	$58.75
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 5XL (comes in various colors)	#72175	1	$58.75	$58.75
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size L (comes in various colors)	#72175	6	$58.75	$352.50

Corporate Identification

Federal Identification Number: 20-3545989
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Leniece Blenis
Telephone Number: 800-876-4242 Facsimile Number: 877-914-2557

Name of individual who will sign the instrument on behalf of the company: Michael Wessner
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: Chief Executive Officer

END

(850) 488-9000 Verified by:_____ Date:_____

5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size M (comes in various colors)	#72175	4	$52.75	$211.00
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size S (comes in various colors)	#72175	3	$52.75	$158.25
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size XL (comes in various colors)	#72175	6	$52.75	$316.50
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size XS (comes in various colors)	#72175	1	$52.75	$52.75
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 2XL (comes in various colors)	#71175	4	$50.00	$200.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 3XL (comes in various colors)	#71175	4	$55.00	$220.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 4XL (comes in various colors)	#71175	2	$55.00	$110.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 5XL (comes in various colors)	#71175	1	$55.00	$55.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size L (comes in various colors)	#71175	5	$50.00	$250.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size M (comes in various colors)	#71175	4	$50.00	$200.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size S (comes in various colors)	#71175	4	$50.00	$200.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size XL (comes in various colors)	#71175	6	$50.00	$300.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size XS (comes in various colors)	#71175	3	$50.00	$150.00

5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 2XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 3XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 4XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 5XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size L	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size M	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size S	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size XL	#48026	1	$90.00	$90.00
5.11 Tactical MultiCam TDU L/S Shirt - Size 2XL	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size 3XL	#72013	1	$69.75	$69.75
5.11 Tactical MultiCam TDU L/S Shirt - Size 4XL	#72013	1	$69.75	$69.75

5.11 Tactical MultiCam TDU L/S Shirt - Size 5XL	#72013	1	$69.75	$69.75
5.11 Tactical MultiCam TDU L/S Shirt - Size L	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size M	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size S	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size XL	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU Pants - Size 28-48	#74350	1	$58.65	$58.65
5.11 tactical snag free short sleeve polo. Size M with embroidery on both sides (comes in various colors)	#71049	10	$42.65	$426.50
5.11 tactical snag free short sleeve polo. Size S with embroidery on both sides (comes in various colors)	#71049	6	$42.65	$255.90
5.11 tactical snag free short sleeve polo. Size 2XL with embroidery on both sides (comes in various colors)	#71049	12	$42.65	$511.80
5.11 tactical snag free short sleeve polo. Size 3XL with embroidery on both sides (comes in various colors)	#71049	8	$47.05	$376.40
5.11 tactical snag free short sleeve polo. Size 4XL with embroidery on both sides (comes in various colors)	#71049	4	$47.05	$188.20
5.11 tactical snag free short sleeve polo. Size 5XL with embroidery on both sides (comes in various colors)	#71049	4	$47.05	$188.20
5.11 tactical snag free short sleeve polo. Size L with embroidery on both sides (comes in various colors)	#71049	14	$42.65	$597.10

5.11 tactical snag free short sleeve polo. Size XL with embroidery on both sides (comes in various colors)	#71049	20	$42.65	$853.00
5.11 tactical snag free short sleeve polo. Size XS with embroidery on both sides (comes in various colors)	#71049	4	$42.65	$42.65
5.11 tactical snag free long sleeve polo. Size 2XL. with embroidery on both sides (comes in various colors)	#72049	5	$44.85	$224.25
5.11 tactical snag free long sleeve polo. Size 3XL. with embroidery on both sides (comes in various colors)	#72049	3	$49.85	$149.55
5.11 tactical snag free long sleeve polo. Size 4XL. with embroidery on both sides (comes in various colors)	#72049	2	$49.85	$99.70
5.11 tactical snag free long sleeve polo. Size 5XL. with embroidery on both sides (comes in various colors).	#72049	1	$49.85	$49.85
5.11 tactical snag free long sleeve polo. Size S. with embroidery on both sides (comes in various colors)	#72049	6	$44.85	$269.10
5.11 tactical snag free long sleeve polo. Size XL. with embroidery on both sides (comes in various colors)	#72049	6	$44.85	$269.10
5.11 tactical snag free long sleeve polo. Size XS. with embroidery on both sides (comes in various colors)	#72049	2	$44.85	$89.70
5.11 tactical snag free long sleeve polo. Size L. with embroidery on both sides (comes in various colors)	#72049	7	$44.85	$313.95
5.11 tactical snag free long sleeve polo. Size M. with embroidery on both sides (comes in various colors)	#72049	8	$44.85	$358.80
5.11 Tactical TacLite Pants - Green - Sizes 28-48	#74273	6	$42.50	$255.00
5.11 Tactical TacLite Pro Pants - Khaki - Sizes 28-48	#74273	1	$42.50	$42.50
5.11 Tactical TacLite TDU Pants 2XL (comes in various colors)	#74273	10	$42.50	$425.00

5.11 Tactical TacLite TDU Pants 3XL (comes in various colors)	#74273	4	$42.50	$170.00
5.11 Tactical TacLite TDU Pants 4XL (comes in various colors)	#74273	2	$42.50	$85.00
5.11 Tactical TacLite TDU Pants M (comes in various colors)	#74273	8	$42.50	$340.00
5.11 Tactical TacLite TDU Pants S (comes in various colors)	#74273	4	$42.50	$170.00
5.11 Tactical TacLite TDU Pants XS (comes in various colors)	#74273	2	$42.50	$85.00
5.11 Tactical TacLite TDU Pants L (comes in various colors)	#74273	10	$42.50	$425.00
5.11 Tactical TacLite TDU Pants XL (comes in various colors)	#74273	12	$42.50	$510.00
6IN Side Zip Commando W/P Safety Toe	#804-6190	1	$94.75	$94.75
8IN HI Gloss Duty Boot Men's	#FX081	1	$37.75	$37.75
8IN Waterproof Side-Zip Comp Toe	#12026-019	1	$121.50	$121.50
ATAC 6IN Shield Boot Side Zip	#12394-019	1	$80.00	$80.00
Bates 8 Safety Toe Side Zip	#E02263	1	$92.50	$92.50
bbw 2 pocket glove case	#3421	12	$17.00	$17.00
Blanchi 8007 patrol oc mace pouch nylon	#31306/31305	2	$13.00	$26.00
Black clip on tie various length	#90012	26	$4.00	$104.00

Blackhawk Level II lightbearing holsters	#44H000BK	1	$62.50	$62.50
Blackhawk Level III holsters	#44H500BK	1	$81.50	$81.50
Blackinton B956 Badge in Silver ot Gold	#B956 RH/#B956 GP	24	$60.00/$69.50	$1,440.00
Blackinton Gold Large Lieutenant Bars	#J62 GO / J62 NI	4	$5.75	$23.00
Blackinton Gold Large captain Bars	#J64	1	$5.75	$5.75
Blackinton handcuff tie bar in silver or gold	#J88	20	$5.50	$110.00
Blackinton nametag 2 1/2 x 1/2 one line in silver or gold	#NT095	12	$9.25	$111.00
Blackinton Silver Large 1st Lieutenant Bars	#J62	2	$4.50	$9.00
Blk Ball Caps w/embroidery	#C813	7	$16.25	$113.75
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 2XL	#8400	1	$20.75	$20.75
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 3XL	#8400	1	$20.75	$20.75
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 4XL	#G2400	1	$21.50	$21.50
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 5XL	#G2400	1	$21.50	$21.50
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size L	#8400	1	$19.25	$19.25
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size M	#8400	1	$19.25	$19.25
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size S	#8400	1	$19.25	$19.25
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size XL	#8400	1	$19.25	$19.25

Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 2XL	#29M	1	$14.85	$14.85
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 3XL	#29M	1	$16.25	$16.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 4XL	#29M	1	$16.25	$16.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 5XL	#29M	1	$16.25	$16.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size L	#29M	1	$12.25	$12.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size M	#29M	1	$12.25	$12.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size S	#29M	1	$12.25	$12.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size XL	#29M	1	$12.25	$12.25
Boys classic fit straight let flat front pants size 8-20	#PT10BK	1	$24.00	$24.00
CB366-J131 Smoth large corporal chevron bars	#J131	6	$4.75	$28.50
CZ314-J130-A gold smooth sgt chevrons	#J130	8	$4.75	$38.00
Danner Lookout 5.51IN Comp Toe Side Zip	#23826	1	$157.50	$157.50
Deer Stag Mens Manager Plain Toe Slip On	#MNGR-VEGA-BLK	1	$23.75	$23.75
Dickies Womens Premium Relaxed Straight Flat Front Pant size 0-24	#FP221BK	8	$25.00	$200.00
Driller Black Comp Toe	#WK4818	1	$102.00	$102.00
Dutyman 1.75 garrison belt sizes 28-60 with silve or gold buckle	#LP673	34	$18.50 (28-44) $21.50 (46-52)	$629.00 $22.75 (54-60)
Dutyman bbw mace holder mk3 spray	#3621H	14	$20.25	$283.50
emi cpr holster set	#474	12	$7.00	$84.00
Flex Cuffs	#1-10-8210	1	$13.75	$13.75

Florida Men's long Sleeve Zipper Front Shirt spruce green poly shirt	#35W77Z 06	36	$38.75	$1,395.00
Florida Men's Polyester spruce green Trouser with 1 inch Black Stripe	#3706BK 06	42	$39.75	$1,669.50
Florida Men's short Sleeve Zipper Front Shirt spruce green poly shirt	#85R77Z 06	20	$35.15	$703.00
Florida women's long Sleeve Zipper Front Shirt spruce green poly shirt	#126R77Z 06	14	$38.75	$542.50
Florida women's poly pants srpuce green with 1 inch black stripe / freedom flex	#3706BKW 06	38	$39.75	$1,510.50
Florida women's short Sleeve Zipper Front Shirt spruce green poly shirt	#176R77Z 06	20	$35.15	$703.00
Garrison belt buckle 1 3/4 dutyman in silver or gold	#9032/9031	10	$3.00	$30.00
Grn Ball Caps w/embroidery	#C813	2	$16.25	$32.50
hand cuffs M-100 smith & wesson	#35013	16	$21.75	$348.00
Hot Weather Safety Toe Black Boot	#300TRPST	1	$121.75	$121.75
J132 silver militarty private bars	#J132	6	$4.50	$27.00
lawpro bbw leather closed standard cuff case hidden snap	#8821HBA	16	$23.15	$370.40
Lawpro oak leaf collar insignia in silver or gold	#QM4427RG	1	$4.75	$4.75
Leather Belt Clip Badge Holder	#DK512	1	$8.00	$8.00
Mens Ariat Sierra 10IN Leather Boot	#10002422	1	$110.75	$110.75
Mens Ariat Sierra Steel Toe Work Boot	#10021473	1	$192.85	$192.85
Men's Dickies Premium Cotton Flat Front Pant size 28 -48	#WP314	6	$22.25	$133.50
Men's Reebok 8IN Side Zip Comp Toe Duty	#RB8874	1	$105.75	$105.75
Men's Reebok 8IN Side Zip Duty Boot	#RB8874	1	$85.00	$85.00

MultiCam Ball Cap	#89063-169-1	2	$12.25	$24.50
Nylon Cuff Case - single w/snap closure	#QM1318	1	$8.00	$8.00
Nylon Double Mag Pouch - snap closure	#QM1312/1310/1314	1	$9.75	$9.75
Nylon Duty Belt - All Sizes	#QM1300	1	$10.00	$10.00
Nylon Duty Belt Keepers	#QM1362	1	$5.00	$5.00
Nylon Glove Pouch	#QM1328	1	$5.00	$5.00
Nylon O.C./Mace Holder - snap closure	#QM1336	1	$7.50	$7.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 2XL	#G2400 MLGN	1	$18.00	$18.00
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 3XL	#G2400 MLGN	1	$18.75	$18.75
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 4XL	#G2400 MLGN	1	$18.75	$18.75
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 5XL	#G2400 MLGN	1	$19.00	$19.00
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size L	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size M	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size S	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size XL	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 2XL	#ST306	1	$14.25	$14.25
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 3XL	#ST308	1	$15.50	$15.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 4XL	#ST306	1	$15.50	$15.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 5XL	#ST306	1	$15.50	$15.50

O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size L	#ST306	1	$11.50	$11.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size M	#ST306	1	$11.50	$11.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size S	#ST306	1	$11.50	$11.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size SL	#ST306	1	$11.50	$11.50
Port Authority Easy Care Camp Shirt 2XL (comes in various colors)	#S535	1	$38.50	$38.50
Port Authority Easy Care Camp Shirt 3XL (comes in various colors)	#S535	1	$41.35	$41.35
Port Authority Easy Care Camp Shirt 4XL (comes in various colors)	#S535	1	$42.75	$42.75
Port Authority Easy Care Camp Shirt L (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt M (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt S (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt XL (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt XS (comes in various colors)	#S535	1	$37.00	$37.00
Red Kap Womens Short Sleeve Loose Fit Smock 2XL (comes in various colors)	#TP23TN SS	1	$29.00	$29.00
Red Kap Womens Short Sleeve Loose Fit Smock 3XL (comes in various colors)	#TP23TN SS	1	$29.00	$29.00
Red Kap Womens Short Sleeve Loose Fit Smock L (comes in various colors)	#TP23TN SS	1	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock M (comes in various colors)	#TP23TN SS	1	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock S (comes in various colors)	#TP23TN SS	1	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock XL (comes in various colors)	#TP23TN SS	2	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock XS (comes in various colors)	#TP23TN SS	1	$26.50	$26.50

Rocy Alpha Force Zip	#FQ0002173	1	$80.00	$80.00
Rocy Alphaforce Zipper Composite Toe Waterproof Boot	#FQ0006173	1	$87.50	$87.50
Smith & Warren custo, collar pins 3 letter	#350135	36	$15.50	$558.00
Smith & Wesson Handcuffs	#350135	1	$25.75	$25.75
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 2XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 3XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 4XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 5XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size L	#JX778		$40.00	$40.00

Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size M	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size S	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size XS	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size XS	#JX778		$40.00	$40.00
Sport Tek Full Zip Wind Jacket sizes 2XL	#JST70	4	$32.25	$129.00
Sport Tek Full Zip Wind Jacket sizes 3XL	#JST70	2	$35.00	$70.00
Sport Tek Full Zip Wind Jacket sizes 4XL	#JST70	2	$36.50	$73.00
Sport Tek Full Zip Wind Jacket sizes 5XL	#JST70	1	$39.50	$39.50

Sport Tek Full Zip Wind Jacket sizes L	#JST70	6	$30.75	$184.50
Sport Tek Full Zip Wind Jacket sizes M	#JST70	4	$30.75	$123.00
Sport Tek Full Zip Wind Jacket sizes S	#JST70	3	$30.75	$92.25
Sport Tek Full Zip Wind Jacket sizes XL	#JST70	6	$30.75	$184.50
Sport Tek Full Zip Wind Jacket sizes XS	#JST70	1	$30.75	$30.75
Station Boot 6 Composite Toe Weinbrenner	#804-6034	1	$88.00	$88.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 2XL	#TS657	1	$18.00	$18.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 3XL	#TS657	1	$18.75	$18.75
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 4XL	#TS657	1	$18.75	$18.75
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 5XL	#TS657	1	$19.00	$19.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size L	#TS657	2	$15.50	$31.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size M	#TS657	2	$15.50	$31.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size S	#TS657	2	$15.50	$31.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size XL	#TS657	2	$15.50	$31.00
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 2XL	#ST306	3	$14.25	$42.75
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 3XL	#ST306	1	$15.50	$15.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 4XL	#ST306	1	$15.50	$15.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 5XL	#ST306	1	$15.50	$15.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size L	#ST306	3	$11.50	$34.50

Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size M	#ST306	3	$11.50	$34.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size S	#ST306	3	$11.50	$34.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size SL	#ST306	3	$11.50	$34.50
Thorogood 10IN Wellington Safety Toe Boot	#804-6111	1	$127.00	$127.00
Thorogood ASR 8 Side Zip Boot	Item discontinued w/ no replacement	1	Item discontinued w/ no replacement	
Thorogood Softstreets 10IN Wellington Boot	#834-6211	1	$127.00	$127.00
Timberland 6IN Pro Valor Duty Side Zip	#TB1162A001	1	$96.50	$96.50
TS1167 t shirt with black ink left side size 2XL	#TS684	4	$12.00	$48.00
TS1167 t shirt with black ink left side size 3XL	#TS684	4	$13.00	$52.00
TS1167 t shirt with black ink left side size 4XL	#TS684	2	$13.00	$26.00
TS1167 t shirt with black ink left side size 5XL	#TS684	1	$13.50	$13.50
TS1167 t shirt with black ink left side size L	#TS684	8	$10.05	$80.40
TS1167 t shirt with black ink left side size M	#TS684	6	$10.05	$60.30
TS1167 t shirt with black ink left side size S	#TS684	4	$10.05	$40.20
TS1167 t shirt with black ink left side size XL	#TS684	6	$10.05	$60.30
TS1167 t shirt with black ink left side size XS	#TS684	4	$10.05	$40.20
UA Stellar Boot	#1289001-001	1	$60.00	$60.00
UA Valsetz RTS 1/5 Side-Zip Tactical Boot	#3021036	1	$97.25	$97.25
Uncle Mikes molded belt bbw keepers	#88653	1	$9.15	$9.15
Uncle Mikes ultra duty belt bbw with velcro inner belt size xs to xx-lg	#87831/87821/87811/87841/87842/87843/87844	1	$17.00	$17.00
Women's Reebok 8IN Side Zip Comp Toe Duty	#RB874	1	$95.00	$95.00
			TOTAL	$29,359.15

Signature

Michael Messner, CEO

Date 5/13/19

Are you willing to offer a discount rate on all other items not listed on the bid for above? __X__ YES _____NO

If so, what is the offered discount? ___10_____%

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number N/A

Occupational License No. N/A

Bidder: Galls, LLC

By: Michael Wessner

Signature: _____

Title: Chief Executive Officer

Address: 1340 Russell Cave Road
Lexington, KY 40505

Person to contact concerning this bid:
Leneice Blevins

Phone/Toll Free/Fax # 859-800-1378

E-Mail Address: Blevins-Leneice@galls.com

Home Page Address: www.galls.com

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes X No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes X No_____.

Person to contact for emergency service:
Billy DeVault

Phone/Cell/Pager #: 859-800-1259

Person to contact for disaster service:
Robbie Smith

Home Address: N/A

Home Phone/Cell/Pager #: 859-800-1297

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number:	PD 18-19.048
	Solicitation Name:	Corrections Uniforms
Bid Opening Time:	2:00 p.m., CST	
Bid Opening Date:	5/15/2019	
Bid Opening Location:	Rm 11.108	

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID		Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity		Per Trip
Galls, LLC	Yes	N/A	Yes	Yes	Yes		Yes		$29,359.15

Bids Opened By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	05/15/19	**Status:**			
Bids Tabulated By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	05/15/19	Recommended Award			
Bids Witnessed By:	Kelly Washington, Purchasing Associate	**Date:**	05/15/19	**CAR Date:**	07/18/19	**BOCC Date:**	07/18/19

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Galls, LLC, per the terms and conditions of PD 18-19.048,Corrections Uniforms in the amount of $29,359.14.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Posted: June 7, 2019	**Form Completed By: ABR**

PD 18-19.048 Corrections Department Uniform Price List

877-914-2557 Rose-Lindsay@galls.com

DESCRIPTION	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
16" Prolight Snake Boot	#FQ0001570	1	$107.00	$107.00
3/4 gold smooth multi star insigia 1- 4 star	#A5697 GP	2	$18.50	$37.00
5.11 Mens Company Comp Toe 2.0 Boot	#12033	1	$101.00	$101.00
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 2XL (comes in various colors)	#72175	2	$52.75	$105.50
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 3XL (comes in various colors)	#72175	2	$58.75	$117.50
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 4XL (comes in various colors)	#72175	1	$58.75	$58.75
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size 5XL (comes in various colors)	#72175	1	$58.75	$58.75
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size L (comes in various colors)	#72175	6	$58.75	$352.50

5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size M (comes in various colors)	#72175	4	$52.75	$211.00
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size S (comes in various colors)	#72175	3	$52.75	$158.25
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size XL (comes in various colors)	#72175	6	$52.75	$316.50
5.11 taclite pro long sleeve shirt button up with epaulets, with embroidery on both sides, size XS (comes in various colors)	#72175	1	$52.75	$52.75
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 2XL (comes in various colors)	#71175	4	$50.00	$200.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 3XL (comes in various colors)	#71175	4	$55.00	$220.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 4XL (comes in various colors)	#71175	2	$55.00	$110.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size 5XL (comes in various colors)	#71175	1	$55.00	$55.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size L (comes in various colors)	#71175	5	$50.00	$250.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size M (comes in various colors)	#71175	4	$50.00	$200.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size S (comes in various colors)	#71175	4	$50.00	$200.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size XL (comes in various colors)	#71175	6	$50.00	$300.00
5.11 taclite pro short sleeve shirt button up with epaulets, with embroidery on both sides, size XS (comes in various colors)	#71175	3	$50.00	$150.00

5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 2XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 3XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 4XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size 5XL	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size L	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size M	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size S	#48026	1	$90.00	$90.00
5.11 Tactical Big Horn Jacket - w/ patches & embroidery-Size XL	#48026	1	$90.00	$90.00
5.11 Tactical MultiCam TDU L/S Shirt - Size 2XL	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size 3XL	#72013	1	$69.75	$69.75
5.11 Tactical MultiCam TDU L/S Shirt - Size 4XL	#72013	1	$69.75	$69.75

5.11 Tactical MultiCam TDU L/S Shirt - Size 5XL	#72013	1	$69.75	$69.75
5.11 Tactical MultiCam TDU L/S Shirt - Size L	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size M	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size S	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU L/S Shirt - Size XL	#72013	1	$60.85	$60.85
5.11 Tactical MultiCam TDU Pants - Size 28-48	#74350	1	$58.65	$58.65
5.11 tactical snag free short sleeve polo. Size M with embroidery on both sides (comes in various colors)	#71049	10	$42.65	$426.50
5.11 tactical snag free short sleeve polo. Size S with embroidery on both sides (comes in various colors)	#71049	6	$42.65	$255.90
5.11 tactical snag free short sleeve polo. Size 2XL with embroidery on both sides (comes in various colors)	#71049	12	$42.65	$511.80
5.11 tactical snag free short sleeve polo. Size 3XL with embroidery on both sides (comes in various colors)	#71049	8	$47.05	$376.40
5.11 tactical snag free short sleeve polo. Size 4XL with embroidery on both sides (comes in various colors)	#71049	4	$47.05	$188.20
5.11 tactical snag free short sleeve polo. Size 5XL with embroidery on both sides (comes in various colors)	#71049	4	$47.05	$188.20
5.11 tactical snag free short sleeve polo. Size L with embroidery on both sides (comes in various colors)	#71049	14	$42.65	$597.10

5.11 tactical snag free short sleeve polo. Size XL with embroidery on both sides (comes in various colors)	#71049	20	$42.65	$853.00
5.11 tactical snag free short sleeve polo. Size XS with embroidery on both sides (comes in various colors)	#71049	4	$42.65	$42.65
5.11 tactical snag free long sleeve polo. Size 2XL. with embroidery on both sides (comes in various colors)	#72049	5	$44.85	$224.25
5.11 tactical snag free long sleeve polo. Size 3XL. with embroidery on both sides (comes in various colors)	#72049	3	$49.85	$149.55
5.11 tactical snag free long sleeve polo. Size 4XL. with embroidery on both sides (comes in various colors)	#72049	2	$49.85	$99.70
5.11 tactical snag free long sleeve polo. Size 5XL. with embroidery on both sides (comes in various colors)	#72049	1	$49.85	$49.85
5.11 tactical snag free long sleeve polo. Size S. with embroidery on both sides (comes in various colors)	#72049	6	$44.85	$269.10
5.11 tactical snag free long sleeve polo. Size XL. with embroidery on both sides (comes in various colors)	#72049	6	$44.85	$269.10
5.11 tactical snag free long sleeve polo. Size XS. with embroidery on both sides (comes in various colors)	#72049	2	$44.85	$89.70
5.11 tactical snag free long sleeve polo. Size L. with embroidery on both sides (comes in various colors)	#72049	7	$44.85	$313.95
5.11 tactical snag free long sleeve polo. Size M. with embroidery on both sides (comes in various colors)	#72049	8	$44.85	$358.80
5.11 Tactical TacLite Pants - Green - Sizes 28-48	#74273	6	$42.50	$255.00
5.11 Tactical TacLite Pro Pants - Khaki - Sizes 28-48	#74273	1	$42.50	$42.50
5.11 Tactical TacLite TDU Pants 2XL (comes in various colors)	#74273	10	$42.50	$425.00

5.11 Tactical TacLite TDU Pants 3XL (comes in various colors)	#74273	4	$42.50	$170.00
5.11 Tactical TacLite TDU Pants 4XL (comes in various colors)	#74273	2	$42.50	$85.00
5.11 Tactical TacLite TDU Pants M (comes in various colors)	#74273	8	$42.50	$340.00
5.11 Tactical TacLite TDU Pants S (comes in various colors)	#74273	4	$42.50	$170.00
5.11 Tactical TacLite TDU Pants XS (comes in various colors)	#74273	2	$42.50	$85.00
5.11 Tactical TacLite TDU Pants L (comes in various colors)	#74273	10	$42.50	$425.00
5.11 Tactical TacLite TDU Pants XL (comes in various colors)	#74273	12	$42.50	$510.00
6IN Side Zip Commando W/P Safety Toe	#804-6190	1	$94.75	$94.75
8IN Hi Gloss Duty Boot Men's	#FX081	1	$37.75	$37.75
8IN Waterproof Side-Zip Comp Toe	#12026-019	1	$121.50	$121.50
ATAC 6IN Shield Boot Side Zip	#12394-019	1	$80.00	$80.00
Bates 8 Safety Toe Side Zip	#E02263	1	$92.50	$92.50
bbw 2 pocket glove case	#3421	12	$17.00	$17.00
Bianchi 8007 patrol oc mace pouch nylon	#31306/31305	2	$13.00	$26.00
Black clip on tie various length	#90012	26	$4.00	$104.00

Blackhawk Level II lightbearing holsters	#44H000BK	1	$62.50	$62.50
Blackhawk Level III holsters	#44H500BK	1	$81.50	$81.50
Blackinton B956 Badge in Silver ot Gold	#B956 RH/#B956 GP	24	$60.00/$69.50	$1,440.00
Blackinton Gold Large Lieutenant Bars	#J62 GO / J62 NI	4	$5.75	$23.00
Blackinton Gold Large captain Bars	#J64	1	$5.75	$5.75
Blackinton handcuff tie bar in silver or gold	#J88	20	$5.50	$110.00
Blackinton nametag 2 1/2 x 1/2 one line in silver or gold	#NT095	12	$9.25	$111.00
Blackinton Silver Large 1st Lieutenant Bars	#J62	2	$4.50	$9.00
Blk Ball Caps w/embroidery	#C813	7	$16.25	$113.75
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 2XL	#8400	1	$20.75	$20.75
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 3XL	#8400	1	$20.75	$20.75
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 4XL	#G2400	1	$21.50	$21.50
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 5XL	#G2400	1	$21.50	$21.50
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size L	#8400	1	$19.25	$19.25
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size M	#8400	1	$19.25	$19.25
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size S	#8400	1	$19.25	$19.25
Blk L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size XL	#8400	1	$19.25	$19.25

Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 2XL	#29M	1	$14.85	$14.85
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 3XL	#29M	1	$16.25	$16.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 4XL	#29M	1	$16.25	$16.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size 5XL	#29M	1	$16.25	$16.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size L	#29M	1	$12.25	$12.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size M	#29M	1	$12.25	$12.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size S	#29M	1	$12.25	$12.25
Blk S/S 50/50 Blend "T" shirt w/screen printing on front & back-Size XL	#29M	1	$12.25	$12.25
Boys classic fit straight let flat front pants size 8-20	#PT10BK	1	$24.00	$24.00
CB366-J131 Smoth large corporal chevron bars	#J131	6	$4.75	$28.50
CZ314-J130-A gold smooth sgt chevrons	#J130	8	$4.75	$38.00
Danner Lookout 5.51IN Comp Toe Side Zip	#23826	1	$157.50	$157.50
Deer Stag Mens Manager Plain Toe Slip On	#MNGR-VEGA-BLK	1	$23.75	$23.75
Dickies Womens Premium Relaxed Straight Flat Front Pant size 0-24	#FP221BK	8	$25.00	$200.00
Driller Black Comp Toe	#WK4818	1	$102.00	$102.00
Dutyman 1.75 garrison belt sizes 28-60 with silve or gold buckle	#LP673	34	$18.50 (28-44) $21.50 (46-52)	$629.00 $22.75 (54-60)
Dutyman bbw mace holder mk3 spray	#3621H	14	$20.25	$283.50
emi cpr holster set	#474	12	$7.00	$84.00
Flex Cuffs	#1-10-8210	1	$13.75	$13.75

Florida Men's long Sleeve Zipper Front Shirt spruce green poly shirt	#35W77Z 06	36	$38.75	$1,395.00
Florida Men's Polyester spruce green Trouser with 1 inch Black Stripe	#3706BK 06	42	$39.75	$1,669.50
Florida Men's short Sleeve Zipper Front Shirt spruce green poly shirt	#85R77Z 06	20	$35.15	$703.00
Florida women's long Sleeve Zipper Front Shirt spruce green poly shirt	#126R77Z 06	14	$38.75	$542.50
Florida women's poly pants srpuce green with 1 inch black stripe / freedom flex	#3706BKW 06	38	$39.75	$1,510.50
Florida women's short Sleeve Zipper Front Shirt spruce green poly shirt	#176R77Z 06	20	$35.15	$703.00
Garrison belt buckle 1 3/4 dutyman in silver or gold	#9032/9031	10	$3.00	$30.00
Grn Ball Caps w/embroidery	#C813	2	$16.25	$32.50
hand cuffs M-100 smith & wesson	#35013	16	$21.75	$348.00
Hot Weather Safety Toe Black Boot	#300TRPST	1	$121.75	$121.75
J132 silver miltarty private bars	#J132	6	$4.50	$27.00
lawpro bbw leather closed standard cuff case hidden snap	#8821HBA	16	$23.15	$370.40
Lawpro oak leaf collar insignia in silver or gold	#QM4427RG	1	$4.75	$4.75
Leather Belt Clip Badge Holder	#DK512	1	$8.00	$8.00
Mens Ariat Sierra 10IN Leather Boot	#10002422	1	$110.75	$110.75
Mens Ariat Sierra Steel Toe Work Boot	#10021473	1	$192.85	$192.85
Men's Dickies Premium Cotton Flat Front Pant size 28 -48	#WP314	6	$22.25	$133.50
Men's Reebok 8IN Side Zip Comp Toe Duty	#RB8874	1	$105.75	$105.75
Men's Reebok 8IN Side Zip Duty Boot	#RB8874	1	$85.00	$85.00

MultiCam Ball Cap	#89063-169-1	2	$12.25	$24.50
Nylon Cuff Case - single w/snap closure	#QM1318	1	$8.00	$8.00
Nylon Double Mag Pouch - snap closure	#QM1312/1310/1314	1	$9.75	$9.75
Nylon Duty Belt - All Sizes	#QM1300	1	$10.00	$10.00
Nylon Duty Belt Keepers	#QM1362	1	$5.00	$5.00
Nylon Glove Pouch	#QM1328	1	$5.00	$5.00
Nylon O.C./Mace Holder - snap closure	#QM1336	1	$7.50	$7.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 2XL	#G2400 MLGN	1	$18.00	$18.00
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 3XL	#G2400 MLGN	1	$18.75	$18.75
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 4XL	#G2400 MLGN	1	$18.75	$18.75
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 5XL	#G2400 MLGN	1	$19.00	$19.00
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size L	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size M	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size S	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size XL	#G2400 MLGN	1	$15.50	$15.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 2XL	#ST306	1	$14.25	$14.25
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 3XL	#ST306	1	$15.50	$15.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 4XL	#ST306	1	$15.50	$15.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 5XL	#ST306	1	$15.50	$15.50

O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size L	#ST306	1	$11.50	$11.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size M	#ST306	1	$11.50	$11.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size S	#ST306	1	$11.50	$11.50
O.D. Grn S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size SL	#ST306	1	$11.50	$11.50
Port Authority Easy Care Camp Shirt 2XL (comes in various colors)	#S535	1	$38.50	$38.50
Port Authority Easy Care Camp Shirt 3XL (comes in various colors)	#S535	1	$41.35	$41.35
Port Authority Easy Care Camp Shirt 4XL (comes in various colors)	#S535	1	$42.75	$42.75
Port Authority Easy Care Camp Shirt L (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt M (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt S (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt XL (comes in various colors)	#S535	1	$37.00	$37.00
Port Authority Easy Care Camp Shirt XS (comes in various colors)	#S535	1	$37.00	$37.00
Red Kap Womens Short Sleeve Loose Fit Smock 2XL (comes in various colors)	#TP23TN SS	1	$29.00	$29.00
Red Kap Womens Short Sleeve Loose Fit Smock 3XL (comes in various colors)	#TP23TN SS	1	$29.00	$29.00
Red Kap Womens Short Sleeve Loose Fit Smock L (comes in various colors)	#TP23TN SS	1	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock M (comes in various colors)	#TP23TN SS	1	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock S (comes in various colors)	#TP23TN SS	1	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock XL (comes in various colors)	#TP23TN SS	2	$26.50	$26.50
Red Kap Womens Short Sleeve Loose Fit Smock XS (comes in various colors)	#TP23TN SS	1	$26.50	$26.50

Rocy Alpha Force Zip	#FQ0002173	1	$80.00	$80.00
Rocy Alphaforce Zipper Composite Toe Waterproof Boot	#FQ0006173	1	$87.50	$87.50
Smith & Warren custo, collar pins 3 letter	#350135	36	$15.50	$558.00
Smith & Wesson Handcuffs	#350135	1	$25.75	$25.75
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 2XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 3XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 4XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size 5XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size L	#JX778		$40.00	$40.00

Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size M	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size S	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size XL	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size XS	#JX778		$40.00	$40.00
Soft Shell Jacket, 100% Polyester, Water Resistent, Front Zipper Closure, Two Zippered Slash Pockets, Zippered vertical chest pocket, Adjustable hook and loop cuffs, 10" side zippers with snap tabs designed for concealed carry, vented caped back, Size XS	#JX778		$40.00	$40.00
Sport Tek Full Zip Wind Jacket sizes 2XL	#JST70	4	$32.25	$129.00
Sport Tek Full Zip Wind Jacket sizes 3XL	#JST70	2	$35.00	$70.00
Sport Tek Full Zip Wind Jacket sizes 4XL	#JST70	2	$36.50	$73.00
Sport Tek Full Zip Wind Jacket sizes 5XL	#JST70	1	$39.50	$39.50

Sport Tek Full Zip Wind Jacket sizes L	#JST70	6	$30.75	$184.50
Sport Tek Full Zip Wind Jacket sizes M	#JST70	4	$30.75	$123.00
Sport Tek Full Zip Wind Jacket sizes S	#JST70	3	$30.75	$92.25
Sport Tek Full Zip Wind Jacket sizes XL	#JST70	6	$30.75	$184.50
Sport Tek Full Zip Wind Jacket sizes XS	#JST70	1	$30.75	$30.75
Station Boot 6 Composite Toe Weinbrenner	#804-6034	1	$88.00	$88.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 2XL	#TS657	1	$18.00	$18.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 3XL	#TS657	1	$18.75	$18.75
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 4XL	#TS657	1	$18.75	$18.75
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size 5XL	#TS657	1	$19.00	$19.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size L	#TS657	2	$15.50	$31.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size M	#TS657	2	$15.50	$31.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size S	#TS657	2	$15.50	$31.00
Tan/Khaki L/S 50/50 Blend "T" shirt w/screen printing on front, back, & sleeves - Size XL	#TS657	2	$15.50	$31.00
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 2XL	#ST306	3	$14.25	$42.75
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 3XL	#ST306	1	$15.50	$15.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 4XL	#ST306	1	$15.50	$15.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size 5XL	#ST306	1	$15.50	$15.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size L	#ST306	3	$11.50	$34.50

Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size M	#ST306	3	$11.50	$34.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size S	#ST306	3	$11.50	$34.50
Tan/Khaki S/S 50/50 Blend "T" shirt w/screen printing on front & back - Size SL	#ST306	3	$11.50	$34.50
Thorogood 10IN Wellington Safety Toe Boot	#804-6111	1	$127.00	$127.00
Thorogood ASR 8 Side Zip Boot	Item discontinued w/ no replacement	1	Item discontinued w/ no replacement	
Thorogood Softstreets 10IN Wellington Boot	#834-6211	1	$127.00	$127.00
Timberland 6IN Pro Valor Duty Side Zip	#TB1162A001	1	$96.50	$96.50
TS1167 t shirt with black ink left side size 2XL	#TS684	4	$12.00	$48.00
TS1167 t shirt with black ink left side size 3XL	#TS684	4	$13.00	$52.00
TS1167 t shirt with black ink left side size 4XL	#TS684	2	$13.00	$26.00
TS1167 t shirt with black ink left side size 5XL	#TS684	1	$13.50	$13.50
TS1167 t shirt with black ink left side size L	#TS684	8	$10.05	$80.40
TS1167 t shirt with black ink left side size M	#TS684	6	$10.05	$60.30
TS1167 t shirt with black ink left side size S	#TS684	4	$10.05	$40.20
TS1167 t shirt with black ink left side size XL	#TS684	6	$10.05	$60.30
TS1167 t shirt with black ink left side size XS	#TS684	4	$10.05	$40.20
UA Stellar Boot	#1289001-001	1	$60.00	$60.00
UA Valsetz RTS 1/5 Side-Zip Tactical Boot	#3021036	1	$97.25	$97.25
Uncle Mikes molded belt bbw keepers	#88653	1	$9.15	$9.15
Uncle Mikes ultra duty belt bbw with velcro inner belt size xs to xx-lg	#87831/87821/87811/87841/87842/87843/87844	1	$17.00	$17.00
Women's Reebok 8IN Side Zip Comp Toe Duty	#RB874	1	$95.00	$95.00

TOTAL $29,359.15

Signature

Michael Messner, CEO

Date 5/13/19

Are you willing to offer a discount rate on all other items not listed on the bid for above? __X__ YES _____NO

If so, what is the offered discount? ___10_____%

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Correction Department Uniforms

Bid Number: PD PD 18-19.048

Opening Date/Time: 05/15/2019, 2:00 PM CST

Purchasing Agent: Buzz Roggenbuck

Client Department: Corrections Dept. Director/Designee: Whitney Lucas

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund: General Fund 001 and Transportation Trust Fund 175

Cost Center: NA

Object Code: 290401, 290202

Project # N/A

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __No
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award Contract to Gall, LLC, in the anticipated annual amount of $ 103,717.

Unit Price Extensions Checked by: _____
(Signature) (Date)

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes X No Client Department __Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Whitney C Lucas
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

VendorRegistry

Analytics

for 'Corrections Department Uniforms'

Solicitation Gate Status: Gated

Download Gate Status: Gated

Total Views: 291

Unique Views: 31

Total Downloads: 80

Unique Downloads: 26

Emails

EXPORT TO EXCEL

Event Date	Email	Subject	Event
5/3/2019 10:07 AM	mjohnson@elbeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 10:07 AM	mjohnson@elbeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	admin@bullettees.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	admin@bullettees.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	alanzo@formalfashionsinc.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	alanzo@formalfashionsinc.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	amoore@shuniforms.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	amoore@shuniforms.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	amy.kessler@gca.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	amy.kessler@gca.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	annolataylor@live.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	annolataylor@live.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	barak@botach.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	barak@botach.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bidnotices@bobbarker.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bidnotices@bobbarker.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bids@anchortex.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bids@anchortex.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	bids@elbeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bids@elbeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bids@pride-enterprises.org	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bids@pride-enterprises.org	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bill@spiewak.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	bill@spiewak.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	blemieux@hanson-inc.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	blemieux@hanson-inc.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	blevins-leniece@galls.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	blevins-leniece@galls.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Bmontgomery02@hotmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Bmontgomery02@hotmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	brandiescottage@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	brandiescottage@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	brett@thefirefightingdepot.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	brett@thefirefightingdepot.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	cathie@goblueline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	cathie@goblueline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	chris@birkshirejohnstone.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	chris@birkshirejohnstone.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	clarkkr@cintas.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	clarkkr@cintas.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	cvalachi@srmail.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	cvalachi@srmail.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	daniel@sevengatescorp.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	daniel@sevengatescorp.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	david@adweartex.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	david@adweartex.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	deanjacobs@teamsynergyllc.org	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	deanjacobs@teamsynergyllc.org	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	DEVAULT-BILLY@GALLS.COM	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	DEVAULT-BILLY@GALLS.COM	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	dodge.bidding@construction.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	dodge.bidding@construction.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	dunnec@cintas.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	dunnec@cintas.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	durema.keefe@gca.net	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	durema.keefe@gca.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	eastbayengraving@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	eastbayengraving@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	gov@floridabullet.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	gov@floridabullet.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	hbrowser@aol.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	hbrowser@aol.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Hynds57@airwareinc.us	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Hynds57@airwareinc.us	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	ideasinmotionadvertising@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	ideasinmotionadvertising@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jacob@precisionsignsonline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jacob@precisionsignsonline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jason_green@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jason_green@unifirst.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	jessica.franks@nafeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jessica.franks@nafeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jessica.franks@nafeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jessica.franks@nafeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jlarson@lpugh.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jlarson@lpugh.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jonesequipment@outlook.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	jonesequipment@outlook.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Kim@adweartex.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Kim@adweartex.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Lea@goblueline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	Lea@goblueline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	lisbeth@transitdesigns.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	lisbeth@transitdesigns.net	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	lsmith@formalfashionsinc.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	lsmith@formalfashionsinc.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	lucinda@airwareinc.us	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	lucinda@airwareinc.us	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mcaffey@mesfire.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mcaffey@mesfire.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mcowart@danasafetysupply.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mcowart@danasafetysupply.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	melinda@precisionsignsonline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	melinda@precisionsignsonline.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	melissa@birkshirejohnstone.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	metzger-tim@aramark.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	metzger-tim@aramark.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mikesaulters@libertylinen.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mikesaulters@libertylinen.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mikesumlin@yahoo.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	mikesumlin@yahoo.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mjohnson@elbeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	mjohnson@elbeco.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	msevigny@1dss.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	msevigny@1dss.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	narnoux@hanson-inc.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	narnoux@hanson-inc.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	peter@authenticpromotions.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	peter@authenticpromotions.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	peter@thefirefightingdepot.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	peter@thefirefightingdepot.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	pporter@blauer.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	pporter@blauer.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	randybolton@atworkuniforms.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	randybolton@atworkuniforms.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/3/2019 12:10 PM	randybolton@atworkuniforms.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	randybolton@atworkuniforms.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	rick@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	rick@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	rick@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	rick@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	sales@alohascreenprinting.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	sales@alohascreenprinting.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	sales@lexapparel.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	sales@lexapparel.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	tfarrell@bootbarn.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	tfarrell@bootbarn.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	visionmanagementinc@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/3/2019 12:10 PM	visionmanagementinc@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	admin@bullettees.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/14/2019 8:18 AM	admin@bullettees.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	alanzo@formalfashionsinc.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	alanzo@formalfashionsinc.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	amoore@shuniforms.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	amoore@shuniforms.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	amy.kessler@gca.net	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	amy.kessler@gca.net	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	annolataylor@live.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	annolataylor@live.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	barak@botach.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	barak@botach.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	bidnotices@bobbarker.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	bidnotices@bobbarker.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	bids@anchortex.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	bids@anchortex.com	Escambia County - Corrections Department Uniforms	delivered

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5/14/2019 8:18 AM	bids@elbeco.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	bill@spiewak.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	billy@gatorgrafix.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	billy@gatorgrafix.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	blemieux@hanson-inc.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	blemieux@hanson-inc.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	blevins-leniece@galls.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	blevins-leniece@galls.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	Bmontgomery02@hotmail.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	Bmontgomery02@hotmail.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered

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5/14/2019 8:18 AM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	brandie@osi4biz.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	brandiescottage@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	brandiescottage@gmail.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	cathie@goblueline.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	chris@birkshirejohnstone.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	chris@birkshirejohnstone.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	christina_roach@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	christina_roach@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered

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5/14/2019 8:18 AM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	christopher_taylor@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	david@adweartex.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	deanjacobs@teamsynergyllc.org	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	DEVAULT-BILLY@GALLS.COM	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	DEVAULT-BILLY@GALLS.COM	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	dodge.bidding@construction.com	Escambia County - Corrections Department Uniforms	delivered

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5/14/2019 8:18 AM	hbrowser@aol.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	horenstein@argouniform.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	horenstein@argouniform.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	Hynds57@airwareinc.us	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	Hynds57@airwareinc.us	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
5/14/2019 8:18 AM	ideasinmotionadvertising@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	ideasinmotionadvertising@gmail.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	jacob@precisionsignsonline.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	jacob@precisionsignsonline.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	jason_green@unifirst.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	jessica.franks@nafeco.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	joanne.langton@aonefire.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	jonesequipment@outlook.com	Escambia County - Corrections Department Uniforms	delivered

Event Date	Email	Subject	Event
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5/14/2019 8:18 AM	Kim@adweartex.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	lisbeth@transitdesigns.net	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	lsmith@formalfashionsinc.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	lucinda@airwareinc.us	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	mattpmoller@yahoo.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	mcaffey@mesfire.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	melinda@precisionsignsonline.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	melissa@birkshirejohnstone.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	metzger-tim@aramark.com	Escambia County - Corrections Department Uniforms	delivered
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Event Date	Email	Subject	Event
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5/14/2019 8:18 AM	sales@lexapparel.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	sevans@argouniform.com	Escambia County - Corrections Department Uniforms	delivered
5/14/2019 8:18 AM	sevans@argouniform.com	Escambia County - Corrections Department Uniforms	delivered
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5/14/2019 8:18 AM	zach@textilegroup.net	Escambia County - Corrections Department Uniforms	delivered
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Downloads and Views

EXPORT TO EXCEL

Event Date	Company Name	Event
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5/1/2019 11:33 AM	Bullet Tees	Downloaded
5/1/2019 11:33 AM	Bullet Tees	Downloaded
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5/2/2019 5:32 AM	Cintas Corporation	Viewed
5/2/2019 5:34 AM	Cintas Corporation	Downloaded
5/2/2019 10:05 AM	Zoghby's Uniforms	Downloaded
5/2/2019 10:08 AM	Zoghby's Uniforms	Viewed
5/3/2019 10:14 AM	Elbeco Inc.	Viewed
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Event Date	Company Name	Event
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5/3/2019 1:47 PM	The Don Hume Company LLC	Viewed
5/3/2019 6:25 PM	onvia	Downloaded
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5/7/2019 11:16 AM	D.R.E.A.M Youth Development Inc.	Viewed
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5/7/2019 11:18 AM	ATI NAPA	Downloaded
5/8/2019 10:41 AM	Sun Aired Bag Co	Viewed
5/8/2019 10:41 AM	Sun Aired Bag Co	Viewed
5/8/2019 10:55 AM	Sun Aired Bag Co	Downloaded
5/8/2019 10:55 AM	Sun Aired Bag Co	Downloaded
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5/8/2019 3:38 PM	Signature Tech LLC	Viewed
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Event Date	Company Name	Event
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6/30/2019 10:41 AM	GALLS	Viewed
6/30/2019 10:41 AM	GALLS	Viewed
7/6/2019 8:06 AM	Dodge Data & Analytics	Viewed

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16422 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Contract Award for Design Services for South Dog Track Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Design Services for South Dog Track Project - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, per the terms and conditions of PD 18-19.031, Design Services for South Dog Track Project, in the amount of $66,018 for Concept Design, $9,000 for optional/allowance for surveying as needed, and the remainder of $124,982 for optional/allowance for complete design, for a lump sum amount of $200,000.

[Funding: Fund 118, Gulf Coast Restoration; Cost Center 222022, RESTORE South Dogtrack Drainage; Object Code 53101, Professional Services; Project # RDC80055]

BACKGROUND:

Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, will conceptually plan and design the South Dog Track Drainage Project for Escambia County, Florida, in accordance with the Direct Component under the RESTORE Act, and in compliance with the RESTORE Act, Treasury regulations, and all applicable rules and laws. The South Dog Track Drainage Project is a planning assistance activity which will conceptually plan and design improved drainage within the Bayou Grande Drainage Basin. New incidences of flooding are now occurring in areas that had no previous flooding problems.

The project area forms the north branch of the main freshwater tributary to Bayou Grande. Escambia County has received numerous reports in recent years of significant flooding within this area. The purpose of the project is to address drainage concerns within the project area while improving water quality, insuring stream bank stability, enhancing benthic/wetland
wildlife habitat, and providing improved riparian buffers where possible. Project shall first conduct study of project area to determine most feasible means of achieving project

goals. Project design shall be based on finding of initial study.

The Request for Letters of Interest were publicly noticed on February 25, 2019.

The Selection/Negotiation Committee ranked the responding firms in the following order:

1. Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying; and
2. Tetra Tech, Inc.

Three negotiation meetings were held resulting in the Final and Best Offer being established on June 25, 2019, in the amount of $66,018 for Concept Design, $9,000 for optional/allowance for surveying as needed, and the remainer of $124,982 for optional/allowance for complete design, for a lump sum amount of $200,000.

BUDGETARY IMPACT:

Funding: Fund 118, Gulf Coast Restoration; Cost Center 222022, RESTORE South Dogtrack Drainage; Object Code 53101, Professional Services; Project # RDC80055

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts, and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

Attachments

Solicitation
Solicitation Distribution List
Register of Submitters
Score Sheet Final Ranking
Map of Project Location
Agreement with Exhibits

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Design Services for South Dogtrack Project
Solicitation Identification Number PD 18-19.031

Letters of Interest Will Be Received Until:
11:59 p.m. CST, March 27, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
e-mail: JDLovingood@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Design Services for South Dogtrack Project
Solicitation Identification Number PD 18-19.031

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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D. Florida Executive Order 11-116 Compliance 5

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IV. SCHEDULE 7

V. SUBMITTAL REQUIREMENTS 7

1. Update Standard Form (SF) 330 – Part II (GFS format) 7

2. Standard Form (SF) 330 – Part I (GFS format) 8

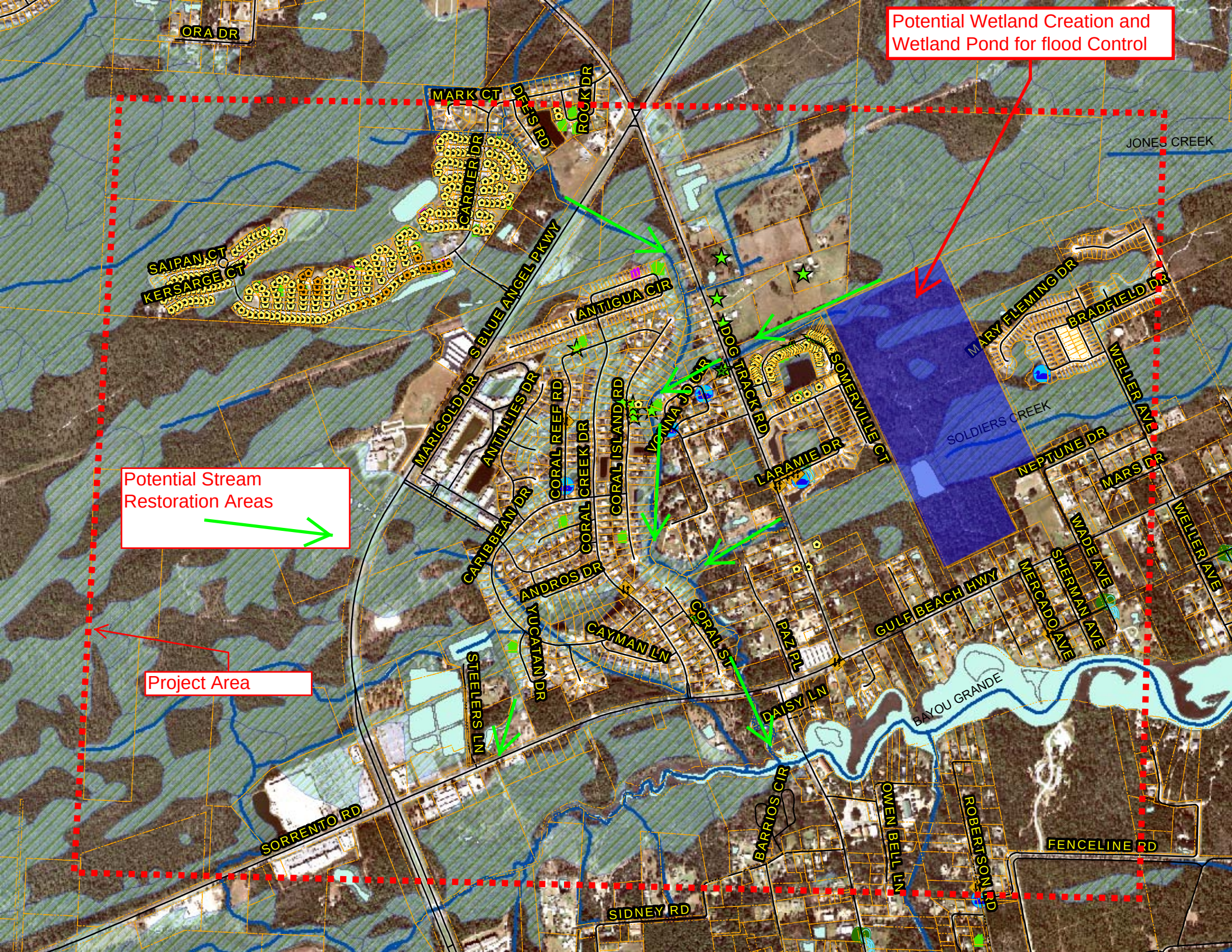
3. Letter of Interest (PDF format) 9

Forms

- Certification Regarding E-Verify System 10
- Truth in Negotiation Certification 11
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes 12
- Drug-Free Workplace 14
- Information Sheet for Transactions and Conveyances Corporate Identification 15

Agreement Sample 17

Attachment A – Natural Resource Conservation Service, Damage Survey Report (DSR), Emergency Watershed Protection Program – Recovery, NRCS-PDM-20 36


Potential Wetland Creation and Wetland Pond for flood Control
Potential Stream Restoration Areas
Project Area
ORA DR
MARK CT
DEER RD
ROCK DR
CARRIER DR
SAIPAN CT
KERSARGE CT
BLUE ANGEL PKWY
ANTIGUA CIR
MARIGOLD DR
ANTILLIES DR
CORAL REEF RD
CORAL CREEK DR
CORAL ISLAND RD
CARIBBEAN DR
ANDROS DR
YUCATAN DR
CAYMAN LN
STEELERS LN
SORRENTO RD
SIDNEY RD
DOG TRACK RD
VONNA JO CIR
LARAMIE DR
SOMERVILLE CT
JONES CREEK
SOLDIERS CREEK
MARY FLEMING DR
BRADFIELD DR
WELLER AVE
NEPTUNE DR
MARS DR
WADE AVE
SHERMAN AVE
MERCADO AVE
GULF BEACH HWY
CORAL ST
PAZ PL
DAISY LN
BAYOU GRANDE
BARRIOS CIR
OWEN BELL LN
ROBERTSON RD
FENCELINE RD

I. INFORMATION PACKAGE

Design Services for South Dogtrack Project
Solicitation Identification Number PD 18-19.031

Scope of Work

Project Location

The portion of South Dog Track Road for this project is boarded by S Blue Angel Parkway to the north and east, and Sorrento Road/Gulf Beach Highway to the south in southwest Escambia County. Additional project location information is provided in the attached Project Location Map.

Project Purpose

The project area forms the north branch of the main freshwater tributary to Bayou Grande. Escambia County has received numerous reports in recent years of significant flooding within this area. The purpose of the project is to address drainage concerns within the project area while improving water quality, insuring streambank stability, enhancing benthic/wetland wildlife habitat, and providing improved riparian buffers where possible.

Project shall first conduct study of project area to determine most feasible means of achieving project goals. Project design shall be based on finding of initial study.

The design shall be based on but not limited to the following goals:

A. Does not increase flood profiles;
B. Improves stormwater treatment for nutrients and sedimentation;
C. Functions naturally with channels connect to floodplains;
D. Protects valuable infrastructure;
E. Has low risk of failure;
F. Improves water quality; and
G. is economical to design and build;

Evaluation of the following shall be considered:

A. permitting requirements (surveying, clearing, earth-moving, dredging, cultural resources);
B. ownership/land rights;
C. site access (season, timing, and physical limitations);
D. material availability (earth materials, plant materials);
E. construction scheduling (season, environmental windows flow conditions);
F. local ordinances;
G. tolerance for risk and uncertainty;
H. utilities (underground, overhead);
I. pollution control (instream, parking areas, sediment control, chemical control);
J. safety concerns (working on slopes, in water, around heavy equipment, using hand tools);
K. threatened or endangered species;
L. and operation and maintenance of stormwater facilities.

Design will require knowledge of the two merging creeks into the Bayou Grande system, stormwater pond construction, and methodologies to improve stream habitat and water quality. The project will require development of legal descriptions, surveys, wetland delineations, and environmental assessments for easements and/or property acquisition.

Project will require permit authorizations from the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and/or Northwest Florida Water Management District. Modifications within a floodway will require an engineering analysis and corresponding no-rise certification.

Grant Requirements

Escambia County selected the South Dog Track Road Project as one of ten initial projects to fund with Escambia County's RESTORE Direct Component (Pot 1) allocation. The Deepwater Horizon oil spill led to passage of the RESTORE Act in 2012. The Act dedicates 80 percent of all Clean Water Act penalties related to the spill to the Gulf Coast Restoration Trust Fund.

The South Dog Track Road Project shall be consistent with the goals, objectives, and activities described in the South Dog Track Road Notice of Award. The project shall be compliant with the RESTORE Act, U.S. Treasury regulations, 2CFR 200 rules, regulations and policies, and all applicable Federal, State and County laws, rules and specifications.

Scope of Services

The South Dog Track Road project shall achieve the goals mentioned above along with the goals to 1) provide flooding relief, 2) provide stormwater treatment in the South Dog track Road and Blue Angel Parkway areas; 3) improved stream habitat and water quality; and 4) provide land acquisition/easement assistance. The project shall achieve pollutant removal efficiency in an economical manner. The selected firm will comply with all County, State, and grant requirements for designing stormwater detention and permitting.

Professional services to be provided will include but not limited to the following: topographic survey; environmental assessments; legal description(s) for easement(s)/acquisition(s); surveys; geotechnical survey; hydrographic modeling for typical storm flows up to 100 year, 24 hour event; project design and engineering (30%, 60%, 90%, 100% plans); pre versus post pollutant loading analysis for TNTP, BOD, TSS and sediments; bid package preparation including cost estimates, limited bid assistance ,and associated bid tasks; project coordination meetings with county staff and stakeholders; construction details with project specific specifications; FEMA authorizations; utility coordination including plan-in-hand walkthroughs; wetland delineation, environmental permitting and associated fees; coordination of State Historic Preservation Office review allowances shall include archeological survey report if required by SHPO; limited construction support; As-Built Certification; routine progress reports; and monthly detailed schedule updates.

The selected firm shall include but not limited to the following:

Data collection & review:

A. Coordinate with Escambia County Surveyor and staff for the collection of surveying data, basin studies, maps, and any other Escambia county records needed for the project.
B. Coordinate with Escambia County staff on the drainage plans Drainage Improvement Projects that may connect to this project.

C. Coordinate with FDOT on drainage or roadway projects that may connect to this project.
D. Surveying services necessary for the design of the project shall be created based on but not limited to the following:

    1. Five certified copies of a Topographical Surveys that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
    2. Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
    3. Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
    4. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
    5. Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Plan Preparation and Permitting:

A. Delineate basin areas that convey to the S Dog track Road area. Develop reports on expected environmental improvements ponds will achieve.
B. Attend public meetings as needed with residents and stakeholders to receive input from the residents regarding drainage and paving issues. Prepare agendas, presentations, and post meeting notes for meetings.
C. Meet with Public Works Road, Operations, and Engineering staff for input on maintenance and historical complaints.
D. Perform topographic survey, geotechnical survey, environmental assessments, etc. needed for design.
E. Provide pollutant removal efficiency model report.
F. Provide 30%, 60%, 90%, 100% and final plans for each project phase. A design review for each project phase shall be conducted with the selected firm and county staff.
G. Provide for all required regulatory permitting, including permit fee allowances and attend preapplication meetings with regulatory agencies.
H. Plans should be reproducible to 40 scale 11"x17” and 20 scale 24" X 36" sheets size plans.
I. Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals shall be performed.
J. Submit cost estimates for all design phases.

Bidding Estimates:

A. Prepare all bid documents through bidding process.
B. Attend bid meetings as needed with County staff.
C. Respond to all Requests for Information and issue any necessary addendums.
D. Tabulate bids.

Post Design Services (Limited Allowance Based upon actual time):

A. Consultant will attend a preconstruction meeting and onsite construction meetings as needed.

B. Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
C. Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues, and as needed to monitor construction.
D. The County will inspect all construction Improvements. All limited inspections services provided by the consultant shall be included as part of the design services.

Estimated Project Costs:

Approved grant budget includes up to $200,000 for all project related contractual services. Contractual services for this portion of the project include feasibility study, survey, engineering, design, permitting, etc.

Funding Availability:

Funding is available in Fund 118, Gulf Restoration Fund, Cost Center 222043

Project Timeline:

Project should be complete by February 2020.

GSA Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
Secondary	02	Administrative
	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager
	18	Cost Engineer/Estimator
	23	Environmental Engineer
	24	Environmental Scientist
	27	Foundation/Geotechnical Engineer
	29	Geographic Information System Specialist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	S13	Stormwater Handling and Facilities
Secondary	S10	Surveying; Platting; Mapping; Flood Plain Studies
	C14	Conservation and Resource Management
	C15	Construction Management
	C16	Construction Surveying

C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
E09	Environmental Impact Studies, Assessments or Statements
E11	Environmental Planning
G04	Geographic Information System Services: Development, Analysis, and Data Collection
L02	Land Surveying
P06	Planning *(Site, Installation and Project)*
R11	Rivers; Canals; Waterways; Flood Control
T04	Topographic Surveying and Mapping
W02	Water Resources; Hydrology; Ground Water
R11	Rivers, Canals; Waterways; Flood Control

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

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

B. 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 officials, 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.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 canceled.

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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. 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.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Selection Criteria	Points
Experience with Stormwater Pond designs, Drainage designs and Environmental Permitting: The firm must demonstrate experience preparing stormwater ponds, drainage designs and plans for Escambia County or other municipalities. Experience with project specific design and permitting requirements should be considered. Firm should document previous completion of any related successful projects.	**35**
Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as "primary" shall be considered as minimum criteria. Disciplines identified by GSA codes as "secondary" shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores.	**35**
Ability to Meet Project Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.	**20**
Understanding and Strategy to Attain Project Goals: Firm should demonstrate a clear understanding of the project goals and objectives. Methodology to attain project goals will be a consideration. Experience with improving stormwater treatment for nutrients and sedimentation will be evaluated. Qualifications of the firm's experience with projects that reduce flooding and are economical to design and build shall be considered with respect to the project specific goals. Firm should document previous completion of any related successful projects and methodologies used.	**10**

TOTAL: 100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	**February 25, 2019**
Letters of Interest due date	**11:59 p.m. CST, March 27, 2019**
Short-Listing Meeting	**10:00 a.m., CST, April 03, 2019**
Discussions, Ranking Meeting	**10:00 a.m., CST, April 10, 2019**
Written Scope due to Committee for Review	**April 18, 2019**
Fee Proposal due to Committee for Review	**April 25, 2019**
1st Negotiations with First Ranked Firms	**10:00 a.m., CST, May 1, 2019**
2nd Negotiations with First Ranked Firms	**If Required, 11:00 a.m., CST, May 07, 2019**
Board of County Commissioners approval	**July 06, 2019**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **April 29, 2018.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
  Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
  Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
  - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
  - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter of Interest
   - Letter from Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of _____

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

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, 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 bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail: _____**

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by:_____ Date:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and___, a for-profit corporation authorized to transact business in the State of Florida, whose address is__, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever t term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The ent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for_____.

SAMPLE

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of_____($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, he Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in
(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ _____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

SAMPLE

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described Section 5.3, is to be paid as follows: A lump sum amount of ___ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

SAMPLE

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida ____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

SAMPLE

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

SAMPLE

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records d accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to t is Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

SAMPLE

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator 221
Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid agreed to pay any person, company, corporation, individual, or firm, other a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE WITH LAWS: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

SAMPLE

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

SAMPLE

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Jeffrey Lovingood, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SAMPLE

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of e Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

SAMPLE

(b) This Agreement 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 of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. 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.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and_____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

Date: _____
BCC Approved: _____

_____
Witness

_____
Witness

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By:_____
(Name), (Title)

By:_____
Secretary

Date:_____

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C

Fee Schedule

SAMPLE

1. DATE ISSUED MM/DD/YYYY	2. CFDA NO.	3. ASSISTANCE TYPE
04/25/2018	21.015	Formula Grant

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

4. GRANT NO.	5. ACTION TYPE
1 RDCGR080055-01-00 Formerly	New

6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	05/01/2018	Through	04/30/2020

7. BUDGET PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	05/01/2018	Through	04/30/2020

8. TITLE OF PROJECT (OR PROGRAM)
Planning Assistance for the South Dogtrack Drainage Design Project

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary
Office of Gulf Coast Restoration
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
Escambia County Board of County Commissioners
221 Palafox Pl Ste 140
Pensacola, FL 32502-5833

9b. GRANTEE PROJECT DIRECTOR
Mr. Matt Posner
221 PALAFOX PL STE 140
PENSACOLA, FL 32502-5833
Phone: 850-595-0820

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Taylor Kirschenfeld
221 PALAFOX PLACE
Natural Resources Management Department
PENSACOLA, FL 32502-5833
Phone: 850-595-1630

Electronically Signed 04/27/2018

10b. FEDERAL PROJECT OFFICER
Mr. John Stutts
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-0239

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I	Financial Assistance from the Federal Awarding Agency Only	II
II	Total project costs including grant funds and all other financial participation	
a.	Salaries and Wages	13,467.13
b.	Fringe Benefits	4,714.69
c.	Total Personnel Costs	18,181.82
d.	Equipment	0.00
e.	Supplies	0.00
f.	Travel	0.00
g.	Construction	0.00
h.	Other	0.00
i.	Contractual	200,000.00
j.	TOTAL DIRECT COSTS →	218,181.82
k.	INDIRECT COSTS	21,818.18
l.	**TOTAL APPROVED BUDGET**	240,000.00
m.	Federal Share	240,000.00
n.	Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	240,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	240,000.00
13. Total Federal Funds Awarded to Date for Project Period	240,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - [X] Yes [ ] No)
See next page

AUTHORIZING OFFICIAL: **Ms. Kristine S Conrath, Deputy Assistant Fiscal Secretary**
Electronically Signed 04/30/2018

17. OBJ CLASS	18a. VENDOR CODE	18b. EIN	19. DUNS	20. CONG. DIST.
410001	1280188	596000598	075079673	01

	FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a.	Direct	b. RDCGR080055	c. **RDC**	d. $240,000.00	e.
22. a.		b.	c.	d.	e.
23. a.		b.	c.	d.	e.

REMARKS:

This award is approved by Kristine Conrath, Authorizing Official.

Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/01/2018	09/30/2018	Semi-Annual	10/30/2018
10/01/2018	03/31/2019	Semi-Annual	04/30/2019
04/01/2019	09/30/2019	Semi-Annual	10/30/2019
10/01/2019	03/31/2020	Semi-Annual	04/30/2020
04/01/2020	04/30/2020	Final	07/29/2020

RESTORE Act - SPECIAL AWARD CONDITIONS

1. **Special Condition 1:** An ASAP Maximum Draw Limit of $224,929.71 is in place for this award. The ASAP Maximum Draw Limit allows Escambia County to draw funds from ASAP for budgeted direct costs and indirect costs up to 3% of the total Direct Component award funds received for administrative costs, as this term is defined in 31 CFR § 34.2. This ASAP Maximum Draw Limit restricts withdrawal of funds from ASAP for non-administrative facilities-related indirect costs. Escambia County may request removal of the maximum draw limit in writing and upon submitting documentation supporting its classification of indirect costs as either administrative costs or facilities costs, as they are described in 31 CFR § 34.2 and 2 CFR § 200.414. Escambia County is required to distinguish in its Federal Financial Report (SF-425) submissions the portion of its indirect costs it is claiming as administrative costs from its non-administrative, facilities-related costs.

RESTORE Act - FUNDING AUTHORIZATION

1.

Total Amount of Federal Funds Awarded to Date for Project Period *Line 13 of NoA/Amendment*	**Amount of Funding Restriction**	**Amount of Financial Assistance This Action** *Line 12d of NoA/Amendment*	**Amount Authorized for ASAP Account this Action**	**Notes**
$240,000.00	$0.00	$240,000.00	$240,000.00	Initial Authorization, with Special Award Condition and maximum draw limit of $224,929.71 per SAC #1

AWARD ATTACHMENTS

Escambia County Board of County Commissioners

1 RDCGR080055-01-00

1. Approved Scope of Work
2. RESTORE ACT Standard Terms and Conditions -- August 2017

South Dogtrack Drainage Design Scope of Work

1. Proposed Scope of Work

Need, purpose, and objectives;

NEED: The South Dogtrack Road area in southwest Escambia County has suffered from severe flooding issues. Providing new stormwater drainage will reduce flooding and increase stormwater retention. Stormwater treatment and stream restoration will improve water quality entering Bayou Grande, which is identified by the Florida Department of Environmental Protection as impaired for bacteria.

PURPOSE: To provide flooding relief and new stormwater treatment in the South Dogtrack Road and Blue Angel Parkway area while also improving stream habitat and water quality.

OBJECTIVE: Planning activities that will lead to coastal flood protection and related infrastructure as well as restoration and protection of natural resources.

How the project/program meets the identified primary activity designated in A1;

Escambia County will conceptually plan and design the South Dogtrack Drainage Design in accordance with the Direct Component under the RESTORE Act and in compliance with the RESTORE Act, Treasury regulations, and all applicable rules and laws. The South Dogtrack Drainage Project is a planning assistance activity which will conceptually plan and design improved drainage within the Bayou Grande Drainage Basin. New incidences of flooding are now occurring in areas that had no previous flooding problems.

To restore historic drainage patterns and reduce flooding of existing homes, this project will provide conceptual planning and design by evaluating several stormwater management and restoration methods including: 1. Construction of stormwater pond(s) to replace lost floodplain and stormwater storage; 2. Construction of a new drainage outfall from the headwaters of the drainage basin along Blue Angel Parkway to the headwaters of Bayou Grande (Garcon Swamp); and 3. Provide channel and stream restoration improvements along two merging creeks to Bayou Grande. The project's stormwater management goals are to improve flow through the creek to reduce flooding and scour in the creek, to provide significant flood control measures, and to provide stormwater treatment to improve water quality in Bayou Grande.

Specific tasks, milestones and related timeframes (also captured in Milestones Report); and

Development of the project consists of five tasks/milestones, as follows:

Timeline:

1. Selection of Contractor	April 2018 – Sept. 2018
2. Public Stakeholder Meetings	Oct. 2018 – March 2020
3. Easement and Property Acquisition Plan	Oct. 2018 – Sept. 2019
4. Conceptual Design/Study	Oct. 2018 – Sept. 2019
5. Finalization of Conceptual Design Package and Associated Work	Oct. 2019 – March 2020

Task 1. Selection of Contractor

Task 1 will involve developing a scope of work, competitive solicitation, and selection of the contractor. 2 CFR 200 contract provisions will be included in all contract and subcontract agreements. This task will take approximately six months.

Task 2. Public Stakeholder Meetings

Public stakeholder meetings will play an integral role to the project. Stakeholders include but are not limited to property owners, neighborhood groups, businesses, and state and local agencies. These meetings will be held through the duration of the project. The selected engineering contractor will lead two meetings. It is expected meetings will be held at conceptual and 60% design plan completion. This task will take approximately 18 months.

Task 3. Easement and Property Acquisition Plan

Task 3 will involve developing an easement and property acquisition plan. The contractor will work with Escambia County staff to identify and evaluate properties located within the basin for stormwater management and habitat restoration opportunities. The plan will rank and recommend priority easement and property acquisition needed to implement design. The Easement and Property Acquisition Plan (Task 3) and Conceptual Design/Study (Task 4) are codependent. This task will take approximately 12 months.

Task 4. Conceptual Design/Study

The selected contractor will meet with the Escambia County Engineering Division and RESTORE staff to coordinate the design. The draft design will be based on the following goals:

1. Protect infrastructure and the environment in the surrounding area by designing and constructing stormwater features that:

- do not increase flood profiles;
- improves stormwater treatment for nutrients and sedimentation;
- functions naturally with channels connected to floodplains;
- protects valuable infrastructure;
- has a low risk of failure;
- improves water quality; and
- is economical to design and build.

In addition to the project draft design, evaluation of the following will be considered:

- permitting requirements (surveying, clearing, earth-moving, dredging, cultural resources)
- ownership/land rights
- site access (season, timing, and physical limitations)
- material availability (earth materials, plant materials)
- construction scheduling (season, environmental windows, flow conditions)

- local ordinances
- tolerance for risk and uncertainty
- utilities (underground, overhead)
- pollution control (instream, parking areas, sediment control, chemical control)
- safety concerns (working on slopes, in water, around heavy equipment, using hand tools)
- threatened or endangered species
- operation and maintenance of stormwater facilities

The selected contractor will meet with the Escambia County Engineering Division and RESTORE staff regularly to ensure the project goals are being met. Additionally, Escambia County RESTORE staff will ensure the contractor continues to meet the RESTORE Act, U.S. Treasury, and 2CFR 200 rules, regulations, and policies. RESTORE staff will also be responsible for managing the project for Escambia County and sending progress reports to the U.S. Treasury and Escambia County Board of County Commissioners. This task will take approximately 12 months.

Task 5. Finalization of Conceptual Design Package and Associated Work
This task will include packaging the conceptual design, easement and property acquisition plan, and associated work for the South Dogtrack Drainage Design Project.

a) Contractor Deliverables: This sub-task includes the engineering contractor producing the preliminary design package to Escambia County to include conceptual design plans, easement and property acquisition plan, and associated work referenced in the above tasks.

b) RESTORE Staff Deliverables: This sub-task includes the project manager producing the final documents to be produced internally including the Best Available Science Review, the Evaluation of Current Local Ordinances and Recommended Updates, and the Success Criteria.

c) Identify Funding Sources: This sub-task includes exploring potential funding sources to fund the implementation of the project.

d) Grant Management: This sub-task includes the necessary steps to manage the grant award, such as reporting and closeout, with the U.S. Department of Treasury and will be completed internally.

This task will take approximately six months.

2. Budget Justification

Direct Component: Will fund the planning, design, and permitting of the project.

Other Funding: N/A

Personnel and Fringe Total: $18,181.82
The following positions will be County employee positions. Escambia County has a 35% fringe rate:

Environmental Project Coordinator - The Environmental Project Coordinator is responsible for managing the administration of tasks 1-5 and the South Dogtrack Drainage Design project including document review and approval, attending regular coordination meetings, and providing updates to the Board of County Commissioners. The Project Coordinator will also be responsible for making sure Escambia County is compliant with the RESTORE Act and 2 CFR 200, documenting all tasks, and reporting and monitoring the grant. These costs are necessary to ensure the timely, accurate, and cohesive completion of all activities required of the South Dogtrack Drainage Design Project.

Hourly (104 weeks, estimate of 4.76 hours per week @ $22.48/hr) = $11,129.21
Fringe: $7.87/hr = $3,896.21
Environmental Project Coordinator Total: $15,025.42

RESTORE Program Manager – The RESTORE Program Manager is responsible for oversight, supervision, and assistance of grant administration of tasks 1-5.

Hourly (104 weeks, estimate of 1.00 hour per week @ $22.48/hr) = $2,337.92
Fringe: $7.87/hr = $818.48
RESTORE Program Manager Total: $3,156.40

Equipment greater than $5,000: $0.00

Supplies Total: $0.00

Contractual Costs Total: $200,000.00
Escambia County will competitively procure architecture and engineering services for the planning and conceptual design of the South Dogtrack Drainage Design Project. The selected contractor will be awarded funds to carry out defined portions in Tasks 2-5.

Construction Costs Total: $0.00

Administrative/Indirect Costs Total: $21,818.18
Escambia County has consulted with and received a letter from the U.S. Department of Housing and Urban Development (HUD) approving an indirect cost rate agreement of 10% (attached). Therefore, 10% is being utilized to calculate the administrative/indirect costs based on the approved cost rate agreement between HUD and Escambia County.

Non-administrative indirect costs (7%) will pay for facilities costs.
Indirect Costs (excluding admin costs): Direct Costs ($) x 7% = $15,272.73

All other items are to be charged to the 3% admin costs. Administrative costs include time spent on oversight and accounting directly related to the South Dogtrack Drainage Design Project for Escambia County staff, including the Department of Natural Resources Management Director, Department of Natural Resources Management Administrative Assistant, Water Quality and Land Management Division Manager, Public Information Officer, Finance Director, and Accounting Technician.

Admin Costs: Direct Costs ($) x 3% = $6,545.45

Other RESTORE Act funds: $0.00

Other federal funds: $0.00

Other state or local funds: $0.00

Other private funds: $0.00

Total Request: $240,000.00

3. The Applicant's Selection and Oversight of Contractors, if applicable

(b) For non-State applicants:

Nature of the work to be contracted out and the expected number of contracts to be awarded;

It is expected one contract will be awarded. The solicitation for the South Dogtrack Drainage Design will include the conceptual planning and design of the stormwater retention and treatment features and stream restoration. The scope of work will include tasks such as surveying, stormwater best management practices, regular coordination meetings, conceptual rendering, draft design, final design, and easement and property acquisition plan.

Procurement method(s) allowable under 2 CFR 200.320 that will be used for the procurement of the contractor(s);

The Escambia County Procurement Policies and Procedures can be found here: https://myescambia.com/our-services/purchasing/purchasing-policies-and-procedures. All policies and procedures are compliant with 2 CFR 200 and have been verified by auditors from the U.S. Treasury ORG. The contract will be competitively procured as outlined in 2 CFR 200.320 (d).

Applicant's plan for monitoring contractor performance and compliance.

The Environmental Project Coordinator will be responsible for monitoring the contractor's performance and compliance. The selected contractor will provide weekly updates and monthly written progress reports to the Project Coordinator. It is expected that the Environmental Project Coordinator and contractor will work closely on many of the tasks.

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

August 2017

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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

a. Administrative costs are defined at 31 C.F.R. § 34.2.

b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.

c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.

b. Acquisition of land or interests in land.

2. Notifications

a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. The DUNS Number of the entity;

iii. Location of the entity;

iv. Discipline or disciplines assigned to the Center of Excellence;

v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.

b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.

c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.

d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

e. New Restrictions on Lobbying, 31 C.F.R. Part 21.

f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.

g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;

b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and

c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.

c. Unallowable direct costs are not recoverable as indirect costs.

d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

   i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

   ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

a. The recipient is not required to contribute any matching funds.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.

b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).

c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.

d. The recipient must provide training and technical assistance to the subrecipient as necessary.

e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.

f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.

    i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.

    ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.

    iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.

    iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by budget category the use of all funds received.

c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

d. The recipient must submit all financial reports via http://www.GrantSolutions.gov, unless otherwise specified by Treasury in writing.

2. Performance Reports

a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via http://www.GrantSolutions.gov, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period;

2) Summarize any key accomplishments, including milestones completed for the reporting period;

3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief

description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and

3) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. <u>Interim Reporting on Significant Developments per 2 C.F. R. § 200.328(d)</u>

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at https://www.treasury.gov/services/restore-act/Pages/Direct%20Component/DirectComponent.aspx.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:

a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).

e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms);

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients);

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the

contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.

3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.

4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.

5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize

the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:

a. The recipient receives less than $120,000 in federal awards per year;

b. The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances; or

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

a. A vacancy or change to key personnel listed in the application.

b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.

c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);

ii. A need to extend the period of performance;

iii. A need for additional federal funds to complete the activity, project, or program;

iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;

vi. Any transfer between the non-construction and construction activities; and

vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.

b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.

b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and

procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than $5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than $5,000 per unit or a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

a. The terms of this Award may be amended with the written approval of the recipient and Treasury.

b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.

c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.

b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.

c. The recipient must promptly refund any balances of unobligated cash that

Treasury paid.

d. Within 90 days after receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The closeout of this Award does not affect any of the following:

i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;

ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;

iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,

ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,

iii. Requiring additional activity, project, or program monitoring,

iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or

v. Establishing additional actions that require prior approval;

b. Temporarily withhold payments pending correction of the noncompliance;

c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;

d. Wholly or partly suspend or terminate this Award;

e. Withhold additional Awards; and/or

f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to

Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.

6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. **Payment of Debts Owed the Federal Government**

   a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

   b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

   c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

   d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

   e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

   f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities**.**

3. Other Provisions

a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

a. A Member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed $25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at http://www.sam.gov.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Lobbying Restrictions

a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence 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 the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).

c. Any subrecipient, at any tier, who receives a subaward exceeding $100,000 under

this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding $100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 grant.

b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds $100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an

erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 US.C. § 1352,

e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:

    i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

    ii. A change in the persons(s) influencing or attempting to influence; and/or

    iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,

f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding $100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

3. Requirements applicable to recipients that are states: When executing procurement

actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards,* as well as any other provisions required by law or regulations.

4. Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.

5. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.

2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:

a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

b. Documentation to support an exemption for the project;

c. Documentation to support deferral for an exemption or IRB review; or

d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive

orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089Invasive Species, EO 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this

Award.

6. Increasing Seat Belt Use in the United States

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. <u>The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175</u>

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

   i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;

   ii. Procure a commercial sex act during the period of time that this Award is in effect; or

   iii. Use forced labor in the performance of this Award or subawards under this Award.

2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

   i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or

   ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

      A. Associated with performance under this Award; or

      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or

2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—

   i. Associated with performance under this Award; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.

3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:

   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

   ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

   ii. Includes:

      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

      B. A for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. <u>The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)</u>

a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.

b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e*., prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at

http://www.USASpending.gov.

c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to $25,000. This includes any action that brings the cumulative total award to $25,000 or more. This report must be filed electronically at http://www.fsrs.gov.

d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—

   i. The total federal funding authorized to date under this Award is $25,000 or more; and

   ii. In the preceding fiscal year, the recipient received—

      1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and

      2) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and

   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.

f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at https://www.sam.gov/portal/public/SAM/).

g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number

established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
ii. Reached its final disposition during the most recent five year period; and
iii. Is one of the following:

1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4) Any other criminal, civil, or administrative proceeding if:

a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition.

The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. <u>Publications and Signage</u>

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: “This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury.”

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.

b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:

   i. When no longer needed for subaward or contract performance;

   ii. Upon completion of the subrecipient or contractor employee's employment; or

   iii. Upon subaward or contract completion or termination.

15. Foreign Travel

a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.

b. The recipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.

c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website http://www.gsa.gov/portal/content/103191. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website http://www.state.gov/e/eeb/tra/.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. Export Control

a. This clause applies to the extent that this Award involves access to export-controlled items.

b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. §

734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this

award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. <u>Recording the Federal Interest in the Real Property</u>

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.

b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

a. Strikes or work stoppage;

b. Floods, earthquakes, or other natural disasters; terrorist acts; and

c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Reporting Requirement

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years of a federal award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

a. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury

determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.

b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of $10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;

b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,

c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-6.

15. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

16. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of $2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must

be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

17. <u>Equal Opportunity Clause</u>

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

18. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

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3	043682340-02	American Consulting Engineers	John Kilgore, PE Janet Valentine	jkilgore@ace-fla.com jvalentine@ace-fla.com
4	043682340-04	American Consulting Engineers	Chris O'Reilly, PE Janet Valentine	coreilly@ace-fla.com jvalentine@ace-fla.com
5	043682340-03	American Consulting Engineers	Jeff Novotny, PE, AICP Janet Valentine	jnovotny@ace-fla.com jvalentine@ace-fla.com
6	570373224	ARCADIS U.S., Inc.	Peter McMaster, PE Chuck Starling, PE, BCEE Brian Greathouse, PE, CFM	Peter.McMaster@arcadis-us.com Chuck.Starling@arcadis-us.com Brian.Greathouse@arcadis-us.com
7	570373224-02	Arcadis U.S., Inc.	Leah Martineau	leah.martineau@arcadis.com
8	570373224-00	ARCADIS U.S., Inc. (U.S. Corpo	Monica Dupre	monica.dupre@arcadis-us.com
9	590857184	Baskerville-Donovan, Inc.	Jim Waite Fred Donovan, Jr., PE Mike Langston, PE	jwaite@baskervilledonovan.com fdonovanjr@baskervilledonovan.com mlangston@baskervilledonovan.com
10	300558666	Bayside Consulting Group of No	Tina Monie	tinamonie@baysidenwf.com
11	592367433-01	Cardno TBE	Roger B. Register Beth Norman Connie A. Lasher	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com
12	592367433-02	Cardno TBE	Roger B. Register Beth Norman Connie A. Lasher	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com
13	592367433	Cardno TBE	Roger B. Register Beth Norman Connie A. Lasher	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com
14	593472222	Comprehensive Engineering Serv	Arthur Shipley, P.E.	ashipley@cescivil.com
15	592343737-02	Connelly & Wicker Inc.	Rick Welch, P.E. John Lewis, P.E. Tyler Strickland, P.E.	rwelch@cwieng.com jlewis@cwieng.com tstrickland@cwieng.com
16	264340227	Dantin Consulting, LLC	Debbie M. Dantin J. Keith Dantin	debbie@dantinconsultingllc.com keith@dantinconsultingllc.com
17	593455777	David W. Fitzpatrick, P.E., P.	David W. Fitzpatrick	david@fitzeng.com
18	130746510-04	Dewberry Engineers Inc.	Kevin E. Knudsen, PE	kknudsen@dewberry.com
19	130746510-10	Dewberry Engineers Inc.	Christopher Cirrotti, LEED AP	ccirrotti@dewberry.com
20	130746510-01	Dewberry Engineers Inc.	David Tillar Brigette Welton Cliff Wilson	DTillar@Dewberry.com BWelton@dewberry.com CWilson@dewberry.com
21	202865475	EMERALD OCEAN ENGINEERING LLC	David McGehee Cheryl Pollock	Bigwave@EmeraldOE.com papcep@gmail.com
22	581402235-00	EnSafe Inc.	James N. Speakman, PhD, PE Phillip G. Coop, CHMM Mark Swantko	jspeakman@ensafe.com pcoop@ensafe.com mswantko@ensafe.com
23	203094339	EnSite, Inc.	Jeff Roman, P.E., LEED AP Shellie Johnson, AICP Jonathan Romine, RLA	JeffR@en-site.com ShellieJ@en-site.com JonathanR@en-site.com

24	592921038-14	Environmental Consulting & Tec	Christopher R. Fagerstrom, P.E.	cfagerstrom@ectinc.com
25	592921038-11	Environmental Consulting & Tec	William F. Karl, P.E.	wkarl@ectinc.com
26	592921038-12	Environmental Consulting & Tec	Mark A. Culbreth, P.G.	mculbreth@ectinc.com
27	592135118	Fabre Engineering, Inc. d/b/a	Debra J. Channell Frank J. Fabre, P.E., P.S.M. Amber M. Williams	debrachannell@fabreinc.com frank.fabre@fabreinc.com amberwilliams@fabreinc.com
28	251260999	GAI Consultants, Inc.	Thomas R. Kohler Lisa D. Rambo	t.kohler@gaiconsultants.com l.rambo@gaiconsultants.com
29	010733400	Garver, LLC	Michael Graves	MJGraves@GarverUSA.com
30	592905088	Geci & Associates Engineers, I	Steve Geci	stevegeci@geciengineering.com
31	592355134-05	Geosyntec Consultants	Jill Johnson, P.G. Nandra Weeks, P.E.	jjohnson@geosyntec.com nweeks@geosyntec.com
32	592355134	Geosyntec Consultants, Inc.	Daniel A. Schauer, PG, CIE	dschauer@geosyntec.com
33	593453881-00	GGI, LLC dba Genesis	Mark T. Llewellyn Sr., P.E. Tracy Forester	Mark@GenesisGroup.com TForester@GenesisGroup.com
34	300133572	Gortemoller Engineering, Inc.	Dexter Gortemoller, P.E. Nate McKinley	dgortemoller@gorteng.com nmckinley@gorteng.com
35	520818093-02	Greenhorne & O'Mara, Inc.	H. Edward Prescott, P.E. Brian Lemieux, P.E. Linda Y. Graham	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com
36	520818093	Greenhorne & O'Mara, Inc.	Mark Tomczyk, P.E.	mtomczyk@g-and-o.com
37	520818093-04	Greenhorne & O'Mara, Inc.	H. Edward Prescott, P.E. Brian Lemieux, P.E. Linda Y. Graham	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com
38	112537074	Greenman-Pedersen, Inc.	Scott M Deitche Sandra M. Bucklew, PE Robert Rupert, PE	sdeitche@gpinet.com sbucklew@gpinet.com rrupert@gpinet.com
39	461221575	Gulf Civil Engineering, LLC	Erica Floyd, P.E.	erica@gulfcivileng.com
40	593757755	Hammond Engineering, Inc.	Thomas G. Hammond, Jr., PE Ryan L. Sieg	tom@selanddesign.com ryan@selanddesign.com
41	470741232	HDR CCC	Bryan Estock Marc Silva Mari Bonbrest	bryan.estock@hdrinc.com marc.silva@hdrinc.com mari.bonbrest@hdrinc.com
42	470680568-01	HDR Engineering, Inc	Carol Worsham, Vice President Mark Roberts,PE Amanda Goetz	Carol.Worsham@hdrinc.com Mark.Roberts@hdrinc.com Amanda.Goetz@hdrinc.com
43	470680568	HDR Engineering, Inc.	D. Allen Vinson, PE John Wimberly, PE Angie Hill	allen.vinson@hdrinc.com john.wimberly@hdrinc.com angie.hill@hdrinc.com
44	593384092	Hernandez & Swift Associates,	John Lionel Swift	HSAI1@bellsouth.net
45	941730361	ICF Jones & Stokes, Inc.	James Harmon Kimberly Davis Elizabeth Diller	Epcrm@icf.com Kimberly.Davis@icf.com Elizabeth.Diller@icf.com
46	581286525	Integrated Science & Engineeri	Wade Burcham, PE	wburcham@intse.com
47	954081636-01	Jacobs Engineering Group, Inc	Daniel L. Broxson	daniel.broxson@jacobs.com
48	592855441	jehle-halstead, inc.	D. Patrick Jehle, Jr., P.E.	pjehle@jehle-halstead.com
49	592255441	jehle-halstead, inc.	Donald P. Jehle, P.E., CEO Glenn P. Halstead, P.E., President D. Patrick Jehle, Jr., P.E. V-P	djehle@jehle-halstead.com ghalstead@jehle-halstead.com pjehle@jehle-halstead.com

50	264635662	JMA Engineering Services, Inc.	Jerry W. McGuire	jerry@mcguire-assoc.com
51	591533071-02	Jones Edmunds & Associates, In	R. Peter Stasis, PE	pstasis@jonesedmunds.com
52	591533071	Jones Edmunds & Associates, In	Kenneth S. Vogel Joseph Scmid	kvogel@jonesedmunds.com jschmid@jonesedmunds.com
53	591533071-01	Jones Edmunds & Associates, In	Mickhael S. Sulayman, PE	msulayman@jonesedmunds.com
54	591533071-03	Jones Edmunds & Associates, In	Richard N. Koller, PE	rkoller@jonesedmunds.com
55	593560468	Kenneth Horne & Associates, In	Kenneth C. Horne Charlie Krasnosky Belinda Rowell	info@kh-a.com charlie@kh-a.com belinda@kh-a.com
56	581673197	KHAFRA	Valentino Bates	vbates@khafra.com
57	560885615-00	Kimley-Horn and Associates, In	Brian Smalkoski, PTP Richard Barr, AICP Karen Waterman, AICP	brian.smalkoski@kimley-horn.com richard.barr@kimley-horn.com karen.waterman@kimley-horn.com
58	560885615-02	Kimley-Horn and Associates, In	Kim Bottomy, P.E. Paul Cristina, P.E.	kim.bottomy@kimley-horn.com paul.cristina@kimley-horn.com
59	560885615-01	Kimley-Horn and Associates, In	Bill Smith, ASLA Jamie Gwaltney, P.E.	bill.smith@kimley-horn.com jamie.gwaltney@kimley-horn.com
60	591677145	Kisinger Campo & Associates, C	Paul Foley, PE Patrick Mulhearn	pfoley@kisingercampo.com pmulhearn@kisingercampo.com
61	593324564	LandMark Engineering and Land	Mark W. Spitznagel, P.E	MarkS@LMEngr.com
62	680146861-03	MACTEC Engineering and Consult	David B. Goershel	dbgoershel@mactec.com
63	680146861-02	MACTEC Engineering and Consult	Brian J. DuChene	bjduchene@macte.com
64	680146861	MACTEC Engineering and Consult	Richard J. Brown	rjbrown@mactec.com
65	680146861-04	MACTEC Engineering and Consult	Mark C. Diblin	mcdiblin@mactec.com
66	562136769-01	McKim & Creed, Inc.	A. Street Lee, PE, ENV SP	slee@mckimcreed.com
67	562136769-03	McKim & Creed, Inc.	Robert Garland, PE, ENV SP, DBIA	rgarland@mckimcreed.com
68	562136769-02	McKim & Creed, Inc.	Thomas Halstead, PSM	thalstead@mckimcreed.com
69	562136769-04	McKim & Creed, Inc. (formerly	D. Patrick Jehle, Jr., PE	pjehle@mckimcreed.com
70	650563467	Miller Legg	Jon Walls, RLA Barry Wilcox, AICP Cara Pasquale	jwalls@millerlegg.com bwilcox@millerelegg.com cpasquale@millerlegg.com
71	951951343-00	Moffatt & Nichol	Darrell Nance, PE	dnance@moffattnichol.com
72	591294824	Mott MacDonald Florida, LLC	David Skipper Lauren Briggs Steven White	david.skipper@mottmac.com lauren.briggs@mottmac.com steven.white@mottmac.com
73	562286871	MRD ASSOCIATES, INC.	Michael Dombrowski, P.E.	md@mrd-associates.com
74	471219942	Municipal Engineering Services	Dale E. Long, P.E., LEED AP William V. Phillips, II, P.E. William J. Goulet	dlong@mesi-fl.com pphillips@mesi-fl.com wgoulet@hnws-fl.com
75	951878805	MWH Americas Inc. (Sunrise Bra	Harold V. Aiken, P.E. Aquila Jones-Serrano	harold.v.aiken@mwhglobal.com aquila.jones-serrano@mwhglobal.com
76	640671634	Neel-Schaffer, Inc.	Shane Bergin, PE, PTOE	shane.bergin@neel-schaffer.com

77	592241856	Nobles Consulting Group, Inc.	Eric B. Stuart Allen K. Nobles Tamara R. Gray	eric@ncginc.com allen@ncginc.com tamara@ncginc.com
78	141880334	Rebol-Battle & Associates, LLC	Paul Battle	paulb@rebol-battle.com
79	472485050	Rowe Engineering & Surveying,	Donald W. Rowe	don@rowesurveying.com
80	451909667	Scalar Consulting Group Inc.	Paul B. Looney Aniruddha Gotmare Jay Winter	plooney@scalarinc.net agotmare@scalarinc.net jwinter@scalarinc.net
81	540913440-09	SCS Engineers, Florida	Carlo F. Lebron, PE Robert Speed, PE Daniel Cooper, PE	clebron@scsengineers.com rspeed@scsengineers.com dcooper@scsengineers.com
82	721105441	Sigma Consulting Group, Inc.	Jason Lashley Robbie Lear Miles Williams	jlashley@sigmacg.com rlear@sigmacg.com mwilliams@sigmacg.com
83	620791037	Smith Seckman Reid, Inc.	Sharpie Smith, PE	ssmith@ssr-inc.com
84	593730020	Southern Site & Utility Design	Alan M. Miller, P.E. Paul A. Mcleod, Jr., P.E.	ssudalan@gmail.com ssudpaul@gmail.com
85	112167170-07	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
86	112167170-08	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
87	112167170-10	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
88	112167170-11	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
89	112167170-03	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
90	112167170-02	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
91	112167170-04	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
92	112167170	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
93	112167170-01	Stantec Consulting Services In	Neal Brockmeier, PE	neal.brockmeier@stantec.com
94	112167170-06	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
95	112167170-05	Stantec Consulting Services In	Lacey Thibodeaux	lacey.thibodeaux@stantec.com
96	592850478-00	Taylor Engineering, Inc.	James N. Marino, P.E, D.CE Jamie Gregory	jmarino@taylorengineering.com marketing@taylorengineering.com
97	954148514-00	Tetra Tech, Inc. - Atlanta, Ge	Brian Watson, P.E., P.H, D.WRE	brian.watson@tetratech.com
98	030546876	The Balmoral Group, LLC	Valerie Seidel Joseph A. Yarid, P.E. Gregory S. Seidel, P.E.	vseidel@balmoralgroup.us jyarid@balmoralgroup.us gseidel@balmoralgroup.us
99	593198247	The WIT Group, Inc.	John M. Hudson, EI Robert E. Ratcliff, PE Antonio J. Burton, PE	mhudson@thewitgroup.com admin@thewitgroup.com tburton@thewitgroup.com
100	592087895	URS Corporation Southern	James L. Mayo Ann Rhodes	jim.mayo@urs.com ann.rhodes@urs.com
101	042931679	Vanasse Hangen Brustlin, Inc.	Fabricio Ponce, PE	FPonce@vhb.com
102	630247014-50	Volkert & Associates, Inc.	Steve Commander	scommander@volkert.com
103	630877611	Volkert, Inc. 5a. Wholly-Owned	Clayton L. Hare, Jr.,PE	Clay.Hare@volkert.com

104	911641772	Wood Environment & Infrastruct	Edwin Watkins Stephen Hanks	edwin.watkins@woodplc.com stephen.hanks@woodplc.com

Messages sent: **104**

REGISTER OF PROPOSERS

Solicitation #PD 18-19.031 Design Services for South Dog Track Project

RFP Due Date & Time: March 28, 2019 @ 11:59 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying	850-434-7842	Frank.Fabre@fabreinc.com	Frank Fabre - President
Tetra Tech, Inc.	850-536-8115	Marcy.Frick@tetratech.com	Marcy Frick – Project Manager
Submittals Received By:	Jeffrey Lovingood, Purchasing Coordinator		Date: March 29, 2019
Witnessed By:	Susan Kerr, Senior Office Support Associate		Date: March 29, 2019

JDL

Solicitation PD 18-19.031 Design Services for South Dog Track Project			
Committee Evaluation	**Fabre Engineering and Surveying**	**Tetra Tech, Inc.**	
Individual Committee Member Scores for Discussion			
Terri Berry	**75**	**67**	
Brent Wipf	**62**	**68**	
Chris Curb	**72**	**79**	
Discussion Total	**209**	**214**	
Individual Committee Member Scores For Short-List			
Terri Berry	**76**	**71**	
Brent Wipf	**86**	**74**	
Chris Curb	**85**	**86**	
Short-List Total	**247**	**231**	
Complete Total	**456**	**445**	

Individual Committee Member Ranking Based on Scores			
Terri Berry	1	2	
Brent Wipf	1	2	
Chris Curb	2	1	
Total	**4**	**5**	
Final Ranking	**1**	**2**	

PD 18-19.031 Design Services for South Dog Track Project

Final Ranking Criteria — **April 10, 2019**

Selection Committee Member: **Terri Berry**

		Points Awarded To:		
Discussion Criteria:	**Available Points**	**Fabre Engineering and Surveying**	**Tetra Tech, Inc.**	
What is your familiarity of the Bayou Grande Basin System?	**20**	**15**	13	
How does your firm propose being consistent with the goals, objectives, and activities described in the South Dog Track Drainage Notice of Award, and how will your firm balance the water quality and flood attenuation goals?	**20**	**15**	12	
Describe innovative technologies your firm has utilized in similar scal projects to improve water quality, as well as what types of treatment systems could be utilized to improve stormwater trreatment for nutrients and sedimentation removal for this project?	**20**	**16**	15	
What is your firm's approach to this project?	**20**	**15**	14	
Describe how your firm will incorporate existing and/or planned stormwater enhancement projects in the basin, includiing FDOTs Multilane Reconstruction Project, currently in design at S.R. 173 (South Blue Angel Parkway) and S.R. 292 (Sorrento Road) to S.R. 30 (U.S. 90).	**20**	**14**	13	
Discussion Total	**100**	**75**	**67**	

PD 18-19.031 Design Services for South Dog Track Project

Final Ranking Criteria		**April 10, 2019**		
Selection Committee Member:	**Terri Berry**			
		Points Awarded To:		
Discussion Criteria:	**Available Points**	**Fabre Engineering and Surveying**	**Tetra Tech, Inc.**	
		Points Awarded To:		
Short-List Criteria:	**Available Points**	**Fabre Engineering and Surveying**	**Tetra Tech, Inc.**	
Experience with Stormwater Pond designs, Drainage Designs, and Environmental Permitting: The firm must demonstrate experience preparing stormwater ponds, drainage designs, and plans for Escambia County or other municipalities. Experience with project specific design and permitting requirements should be considered. Firm should document previous completion of any related successful projects.	35	25	23	
Past Record and Preformance, Background Experience, and Technical Expertise of Firm, Sub-Consultants, and Individual Tem Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Excambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project-specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores.	35	29	28	
Ability to Meet Project-Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project-specific schedule should be considered. Project team members should be readdily accessible to respond as necessary to avoid unnecessary delays.	20	15	13	
Understanding and Strategy to Attain Project Goals: Firms should demonstrate a clear understanding of the project goals and objectives. Methodology to attain project goals will be a consideration. Experience with improving stormwater treatment for nutrients and sedimentation will be evaluated. Qualifications of the firm's experience with projects that reduce flooding and are economical to design and build shall be considered with respect to the project-specific goals. Firm should document previous completion of any related successful projects and methodologies used.	10	7	7	
Short-List Total	**100**	**76**	**71**	

Complete Total	**200**	**151**	**138**	

PD 18-19.031 Design Services for South Dog Track Project

Final Ranking Criteria — **April 10, 2019**

Selection Committee Member: **Brent Wipf**

Discussion Criteria:	**Available Points**	**Points Awarded To: Fabre Engineering and Surveying**	**Tetra Tech, Inc.**	
What is your familiarity of the Bayou Grande Basin System?	**20**	**16**	10	
How does your firm propose being consistent with the goals, objectives, and activities described in the South Dog Track Drainage Notice of Award, and how will your firm balance the water quality and flood attenuation goals?	**20**	**12**	16	
Describe innovative technologies your firm has utilized in similar scal projects to improve water quality, as well as what types of treatment systems could be utilized to improve stormwater trreatment for nutrients and sedimentation removal for this project?	**20**	**12**	14	
What is your firm's approach to this project?	**20**	**10**	14	
Describe how your firm will incorporate existing and/or planned stormwater enhancement projects in the basin, includiing FDOTs Multilane Reconstruction Project, currently in design at S.R. 173 (South Blue Angel Parkway) and S.R. 292 (Sorrento Road) to S.R. 30 (U.S. 90).	**20**	**12**	14	
Discussion Total	**100**	**62**	**68**	

PD 18-19.031 Design Services for South Dog Track Project

Final Ranking Criteria — **April 10, 2019**

Selection Committee Member: **Brent Wipf**

Discussion Criteria:	Available Points	Points Awarded To: Fabre Engineering and Surveying	Tetra Tech, Inc.	
Short-List Criteria:	**Available Points**	**Points Awarded To: Fabre Engineering and Surveying**	**Tetra Tech, Inc.**	
Experience with Stormwater Pond designs, Drainage Designs, and Environmental Permitting: The firm must demonstrate experience preparing stormwater ponds, drainage designs, and plans for Escambia County or other municipalities. Experience with project specific design and permitting requirements should be considered. Firm should document previous completion of any related successful projects.	35	30	26	
Past Record and Preformance, Background Experience, and Technical Expertise of Firm, Sub-Consultants, and Individual Tem Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Excambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project-specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores.	35	30	22	
Ability to Meet Project-Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project-specific schedule should be considered. Project team members should be readdily accessible to respond as necessary to avoid unnecessary delays.	20	18	18	
Understanding and Strategy to Attain Project Goals: Firms should demonstrate a clear understanding of the project goals and objectives. Methodology to attain project goals will be a consideration. Experience with improving stormwater treatment for nutrients and sedimentation will be evaluated. Qualifications of the firm's experience with projects that reduce flooding and are economical to design and build shall be considered with respect to the project-specific goals. Firm should document previous completion of any related successful projects and methodologies used.	10	8	8	
Short-List Total	**100**	**86**	**74**	

Complete Total	**200**	**148**	**142**	

PD 18-19.031 Design Services for South Dog Track Project

Final Ranking Criteria — **April 10, 2019**

Selection Committee Member: **Chris Curb**

		Points Awarded To:		
Discussion Criteria:	**Available Points**	**Fabre Engineering and Surveying**	**Tetra Tech, Inc.**	**Dewberry Engineers, Inc.**
What is your familiarity of the Bayou Grande Basin System?	**20**	**15**	10	
How does your firm propose being consistent with the goals, objectives, and activities described in the South Dog Track Drainage Notice of Award, and how will your firm balance the water quality and flood attenuation goals?	**20**	**15**	17	
Describe innovative technologies your firm has utilized in similar scal projects to improve water quality, as well as what types of treatment systems could be utilized to improve stormwater trreatment for nutrients and sedimentation removal for this project?	**20**	**15**	16	
What is your firm's approach to this project?	**20**	**15**	18	
Describe how your firm will incorporate existing and/or planned stormwater enhancement projects in the basin, includiing FDOTs Multilane Reconstruction Project, currently in design at S.R. 173 (South Blue Angel Parkway) and S.R. 292 (Sorrento Road) to S.R. 30 (U.S. 90).	**20**	**12**	18	
Discussion Total	**100**	**72**	**79**	

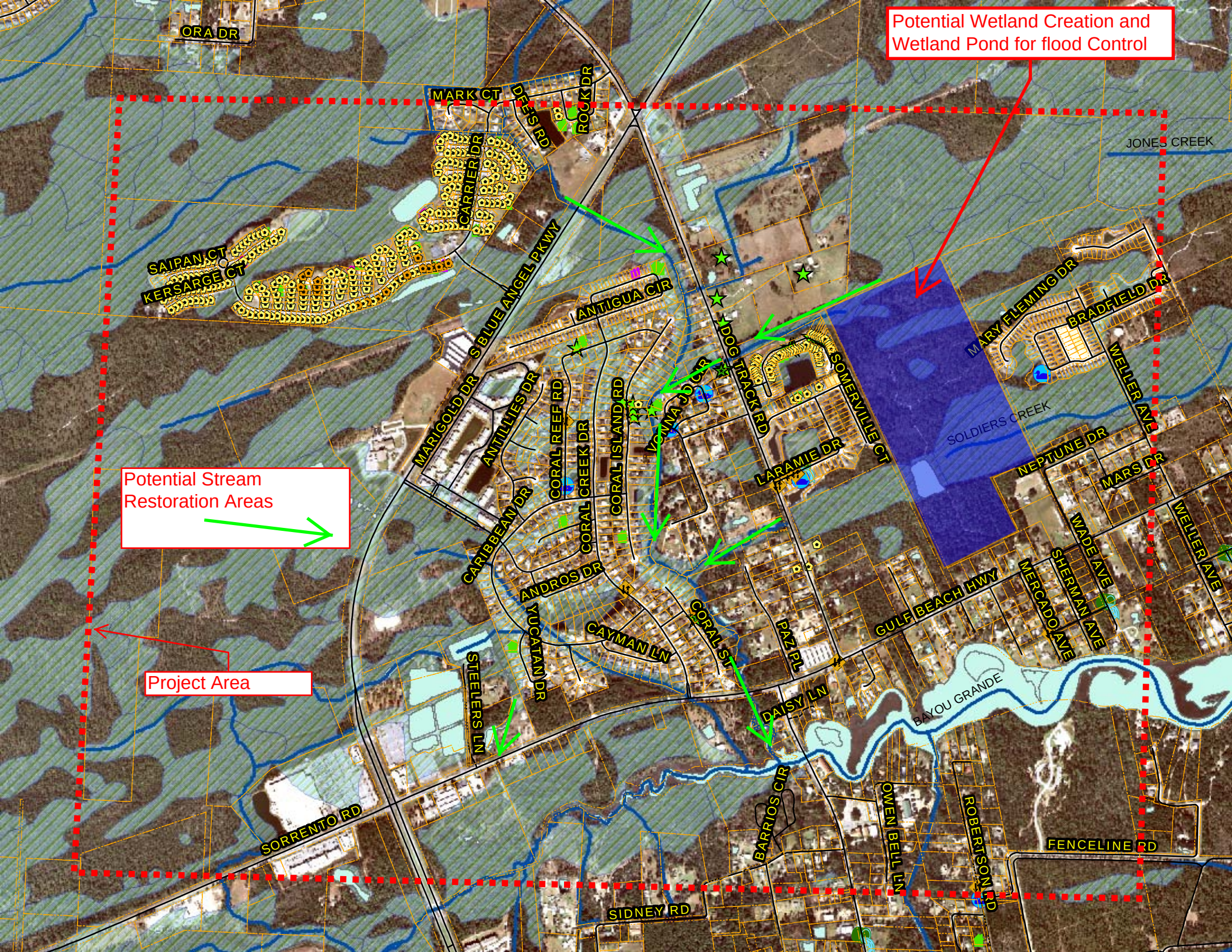
PD 18-19.031 Design Services for South Dog Track Project

Final Ranking Criteria — **April 10, 2019**

Selection Committee Member: **Chris Curb**

Discussion Criteria:	**Available Points**	**Points Awarded To:** Fabre Engineering and Surveying	Tetra Tech, Inc.	Dewberry Engineers, Inc.
Short-List Criteria:	**Available Points**	**Points Awarded To:** Fabre Engineering and Surveying	Tetra Tech, Inc.	
Experience with Stormwater Pond designs, Drainage Designs, and Environmental Permitting: The firm must demonstrate experience preparing stormwater ponds, drainage designs, and plans for Escambia County or other municipalities. Experience with project specific design and permitting requirements should be considered. Firm should document previous completion of any related successful projects.	35	29	30	
Past Record and Preformance, Background Experience, and Technical Expertise of Firm, Sub-Consultants, and Individual Tem Members: Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Excambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project-specific GSA codes identified above. GSA codes identified as primary shall be considered as minimum criteria. Disciplines identified by GSA codes as secondary shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores.	35	28	28	
Ability to Meet Project-Specific Schedule and be Readily Accessible: Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project-specific schedule should be considered. Project team members should be readdily accessible to respond as necessary to avoid unnecessary delays.	20	20	19	
Understanding and Strategy to Attain Project Goals: Firms should demonstrate a clear understanding of the project goals and objectives. Methodology to attain project goals will be a consideration. Experience with improving stormwater treatment for nutrients and sedimentation will be evaluated. Qualifications of the firm's experience with projects that reduce flooding and are economical to design and build shall be considered with respect to the project-specific goals. Firm should document previous completion of any related successful projects and methodologies used.	10	8	9	
Short-List Total	**100**	**85**	**86**	

Complete Total	**200**	**157**	**165**	


Potential Wetland Creation and Wetland Pond for flood Control
Potential Stream Restoration Areas
Project Area
ORA DR
MARK CT
DEER RD
ROCK DR
CARRIER DR
SAIPAN CT
KERSARGE CT
S BLUE ANGEL PKWY
ANTIGUA CIR
MARIGOLD DR
ANTILLIES DR
CORAL REEF RD
CORAL CREEK DR
CORAL ISLAND RD
CARIBBEAN DR
ANDROS DR
YUCATAN DR
CAYMAN LN
STEELERS LN
SORRENTO RD
SIDNEY RD
DOG TRACK RD
YONNA JO CIR
LARAMIE DR
SOMERVILLE CT
JONES CREEK
SOLDIERS CREEK
MARY FLEMING DR
BRADFIELD DR
WELLER AVE
NEPTUNE DR
MARS DR
WADE AVE
SHERMAN AVE
MERCADO AVE
GULF BEACH HWY
CORAL ST
PAZ PL
DAISY LN
BAYOU GRANDE
BARRIOS CIR
OWEN BELL LN
ROBERTSON RD
FENCELINE RD

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

FABRE ENGINEERING, INC. d/b/a FABRE ENGINEERING & SURVEYING

For

PD 18-19.031, DESIGN SERVICES FOR SOUTH DOG TRACK PROJECT

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of June, 2019, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, a for-profit corporation authorized to transact business in the State of Florida, whose address is 119 Gregory Square, Pensacola, FL 32502, and whose Federal tax identification number is 95-4148514 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Terri Berry, Environmental Project Coordinator, Escambia County Department of Natural Resources Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 18-19.031 Design Services for South Dog Track Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 18-19 in the amount of Two Hundred Thousand dollars and zero cents ($200,000.00) for this Project. As shown in Exhibit "A", Sixty-Six Thousand, Eighteen Dollars ($66,018.00) will be for Concept Design, Nine Thousand Dollars ($9,000.00) will be for optional survey services, the execution of which shall based on the Concept Design and determined by the Contract Administrator for the County, and One Hundred Twenty-Four Thousand, Nine Hundred Eighty-Two Dollars ($124,982.00) will be for optional Complete Design Services.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 18-19.031, Design Services for South Dog Track Project, and as represented in the Consultant's Letter of Interest response to PD 18-19.031, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $500,000.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "A," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "A," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Thousand Dollars and zero cents ($ 200,000.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "A" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty-five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Fabre Engineering and Surveying
119 Gregory Square
Pensacola, FL 32502

(d) Invoices to the County shall be sent to:

Natural Resources Management
ATTN: Terri Berry
3363 West Park Place
Pensacola, FL 32505

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, FL 32502

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or

corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Noble, Purchasing Manager, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement 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 of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. 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.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Frank Fabre, Chief Executive Officer, signing by and through, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: July 18, 2019

CONSULTANT:
Fabre Engineering, Inc. d/b/a Fabre Engineering & Surveying, a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST:

Corporate Secretary

By: _____
Secretary

By: _____
Frank J. Fabre, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16441 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Contract Awards for Inmate Goods and Cleaning Supplies Agreement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Inmate Goods and Cleaning Supplies Agreement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract for PD 18-19.041, Inmate Good and Cleaning Supplies, for a term of 12 months with the option for two additional 12-month renewals for a total for 36 possible months, and authorize the County Administrator to sign each Agreement between Escambia County and each of the following contractors:

- Bob Barker Company, Inc.;
- Charm-Tex;
- Charles Neely Corporation d/b/a PR Chemical and Paper Supply;
- Prison Rehabilitative Industries & Diversified Enterprises, Inc. d/b/a Pride Enterprises;
- Dees Paper Company, Inc.;
- Hill Manufacturing Company, Inc.;
- Interboro Packaging Corporation;
- Merchants Paper Company, Inc.; and
- Supreme Paper Supplies, LLC.

The Solicitation was submitted via Vendor Registry to 148 unique email addresses. It was viewed and downloaded by 70 unique email addresses. Nine bid responses were received.

[Funding:

- Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies;
- Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies;
- Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies;
- Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating

Supplies; and
- Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies]

BACKGROUND:

An Invitation to Bid PD 18-19.041, Inmate Goods and Cleaning Supplies, was publicly noticed on May 6, 2019, and was distributed via Vendor Registry to 120 firms. The solicitation was viewed and downloaded by 70 firms. Responses were received from nine responsive bidders on June 6, 2019, and prices from all nine are accepted by the Corrections Department. The Inmate Goods and Cleaning Supplies Agreement will be used by the Corrections Department to obtain pricing for products utilized throughout the year, based on the bid amounts from each firm. The initial award of this Contract does not guarantee the issuance of a Purchase Order. The Bid Form Unit Price List will be used to determine the lowest cost associated with an item and Purchase Orders will be issued to the lowest contractor bid capable of meeting the needs and schedule for delivery of a product.

BUDGETARY IMPACT:

Funding:
- Fund 175, Transportation Trust Fund; Cost Center 290202, Care & Custody; Object Code 55201, Operating Supplies;
- Fund 175, Transportation Trust Fund; Cost Center 290205, Inmate Commissary; Object Code 55201, Operating Supplies;
- Fund 111, Detention/Jail Commissary; Cost Center 290406, Jail/Commissary; Object Code 55201, Operating Supplies;
- Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies; and
- Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreements prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Corrections Department will administer the Inmate Goods and Cleaning Supplies Agreement while the Office of Purchasing will issue the Agreements and the Purchase orders.

Attachments

Solicitation with Addenda
Bid Tab Recommendation to Award
Bid Distribution List
Bid Analytics
Agreement Bob Barker
Agreement PR Chemicals
Agreement Charm-Tex
Agreement Dees Paper
Agreement Hill Manufacturing
Agreement Interboro Packaging
Agreement Merchants Paper
Agreement PRIDE
Agreement Supreme Paper

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. <u>Evidence/Certificates of Insurance</u>

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Addendum 1 includes:

- A spec sheet for the mattresses currently in use,
- The bid tabulation from the previous agreement,
- Detail regarding washers:
    - Three (3) 60# washers, each with their own 3-part dispenser.
    - Five (5)100# washers, each with their own 4-part dispenser and using the following:
        - Detergent – 2.5 oz.
        - Bleach – 4 oz.
        - Alkali – 4 oz.
        - Softener – 2.7 oz.
- Screen printing Jumpsuits: Depending on color of jumpsuit, printing can be black or white.

SHIRT	***ECRP***	2"	***INMATE***	3"
PANTS	***ECRP***	1.5"	***INMATE***	2"

Vertical Print on Pants	***ECRP***	1.5"
	INMATE	2"

- The bid for items related to the Dishwasher can be put under the "other" category.

P.O. Box 429
Fuquay-Varina, NC 27526
PH: 1-800-334-9880
Fax: 1-800-322-7537
www.bobbarker.com

Flame Chek Supreme Sealed Poly Mattress

ITEM –SSPM25754P

General Specs

- **General Description:** Sealed Seam Poly Core, Pillow Mattress, 4 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids. Constructed to minimize the potential of tampering or damaging the vent.
- **Color:** Sherwood Green
- **Size:** 25" W x 75" L x 4" H
- **Weight:** 10.35 lbs.
- **Seams:** 100% Sealed Seams (Absolutely No Stitching)
- **Cleansing:** Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- **Flammability:** meets and exceeds the requirements of:
  - California Technical Bulletin 129
  - California Technical Bulletin 603
  - 16 CFR Part 1633
- **Construction:** Constructed with a single piece of Polyurethane Coated Nylon Fabric, all seams sealed using Radio Frequency Techniques.
- **Country of Origin:** Made in USA

Core Specs

- **Material:** 100% Polyester Fiber Pad
- **General Description:** Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- **Composition:** Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- **Density :** 10 lb per sq oz
- Core contains no hazardous chemical by-products – 100% recyclable "green"

Cover Specs

- **Material:** PVC Vinyl with non-cracking properties, Sherwood Green
- **Thickness:** 17 - 20 mil
- **Weight:** 12 oz per sq yard
- **Flammability:** Flame Resistant, Passes Cigarette Ignition Std., Passes NFPA-701 Large Scale.
- **Strength:** 3-ply vinyl-laminate cover (two layers of vinyl bonded to a tough synthetic scrim)
- **Breathable Vent**: Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
  - Located on the foot of the mattress to discourage tampering
- **Water Resistant:** Moisture Vapor Permeable. Liquid, body waste and hospital medications cannot penetrate

- **Dimensional Stability:** Warranty against cracking
- **Tear Strength:** Excellent tear strength
  - Warp* - 124 lbs./in.
  - Fill** - 99 lbs./ in.
- **Breaking Strength:**
  - Warp* - 236 lbs./in.
  - Fill** - 219 lbs./in.

***Warp is the scrim running length of the fabric**
****Fill is the scrim running the width of the fabric**

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Laundry and Cleaning Supplies and Inmate Goods Contract BID # PD 13-14.046**								
Bid Opening Time: 10:30 am CDT Bid Opening Date: 04/21/2014 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Forms	Certificate of Insurance	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Letter from Insurance Carrier as Specified in the Insurance Requirements	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Bob Barker Company, Inc 134 N. Main St Fuquay-Varina, NC 27526	X	X	X	X	X	X	X	X	$908.08
Bobby Graves Supply Co., Inc 6254 North "W" Street Pensacola, FL 32505	X	X	X	X	X	X	X	X	$547.28
PR Chemical & Paper 3435 N. Dr., MLK Jr. Dr Pensacola, FL 32503	X	X		X	X		X	X	$1,199.81
Robinson Textiles 152 w. Walnut St., Ste 250 Gardena, CA 90248	X	X	X	X	X	X	X	X	$140.90
Supreme Paper & Supplies 8965 Pensacola, Blvd Pensacola, FL 32534	X	X	X	X	X	X	X	X	$1,181.71

BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist	DATE: 04/21/2014
BIDS TABULATED BY:	Cynthia Smith, for Angie Holbrook, SOSA	DATE: 04/21/2014
BIDS WITNESSED BY:	Cynthia Smith, for Angie Holbrook, SOSA	DATE: 04/21/2014

CAR 05/15/2014 BOCC 05/15/2014
DATE 05/15/2014 DATE 05/15/2014

The Purchasing Chief/Designee recommends to the BCC: To award contracts to Bob Barker Co., Inc., Bobby Graves Supply Co., Inc., PR Chemical & Paper & Supreme Paper & Supplies

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted @ 3:15 p.m. CDT on 04/25/2014

LLB/abh

Specification # PD 13-14 046

Laundry and Cleaning Supplies and Inmate Goods Contract

Item Description	Unit	Bobby Graves Co Inc		Bob Barker Co Inc		Robinson Textiles		PR Chemical & Paper Supply		Supreme Paper Supplies	
		Price	Comments	Price	Comments	Price	Comments	Price	Comments	Price	Comments
Baby Shampoo (4gal/case)	Case			$19 17							
Small-X-Large Mens Orange Boxers with fly fronts and elastic waistbands poly/cotton blend	DZ			$17 00		$21 90					
Small-X-Large Mens Orange T-Shirt Crew Neck 4 oz 100% cotton (6dz/case)	Case			$162.00							
2XL Mens Orange Boxers with fly fronts and elastic waistbands poly/cotton blend	DZ			$19 50		$22 90					
2XL Mens Orange T-shirt Crew Neck 4 oz 100% Cotton(6dz/Case)	Case			$186 00							
Orange Tube Socks One Size Fits All	DZ			$6 36		$9 50					
White Sheets poly/cotton blend 66"X104"	DZ			$35 76		$39 00					
EVA Khaki Clogs (12 pair/Case)	Case			$40 00							
Thumb Toothbrush w white Nylon-bristle brushes individually sealed in clear bags (72 pieces/Case)	Case			$7.20							
Ziploc Baggie 6X9 (1,000 pieces/Case)	Case			$35 00				$28 30		$22 29	
Toothpaste 85 oz Nautremint (144 pieces/Case)	Case			$17 28							
All Purpose Tan PVC Sandal autoclavable, non-skid and non-marking	Pair			$1 59		$2 60					
Pillowcase, cotton white 42X34	DZ			$8 64		$13 00					
Orange Thumb Razor all one-piece construction strengthens the bond between the handle and razor head while offering no seams or hidden cavities The razor cannot be removed without destroying it (500 pieces/case)	Case			$102 00							
Towel, White Bath 100% cotton terry towel 24"X48"	DZ			$18 24							
Boot, Black Plain Toe with 6" genuine leather upper, with a double-stitched loop backstay, and metal rivets at main stress points , moisture-wicking lining and 27mm triple-cushioned insole with arch support, boots do not include a shank. Should be slip-resistant gum rubber outsole is non-marking, features Goodyear Welt construction, and oil-resistant Outsole is stitched and cemented to upper for double-reinforcement Seven pair of rust-resistant eyelets insure secure closure.	Pair			$19 01							
Mattress, Polyester 25X75X4 bagged	Each			$28 35		$32.00					
Boardwalk Brand toilet paper 2ply (1000/Case)	Case	$26 85	1 ply/1000 $30 70 2 ply/500					$27.95		$27 65	SA-422109
Towels, Brown Multifold (4008/Case)	Case	$13.50						$13.99		$13.29	
Dimension Fast Drying Floor Finish (5 Gal/Unit)	Unit	$66 00						$65 21		$49.25	Betco Glare 60505
Formula 900 Soap Scum remover	Gal	$9 90						$10 90		$28 98	NCL Free & Clean
Q128 Neutral Disinfectant	Gal	$12.20						$15.50		$52 72	Vira Quat
Bucket Mp, Downpress w. wringer	Each	$97 00		$51.95				$108.00		$73.40	CN-33537 YW
Lemon Pledge (6- 17.7oz cans/Case)	Case	$28 00						$35.50		$32 76	
16 oz Bottle w trigger spray	Each	$1 25						$0 95		$0 76	
32 oz bottle w trigger spray	Each	$1 28		$1 82	Sold 3 bottles per case only			$0 98		$0 76	
Mp head, winger loop, x-large	Each	$9 40	Tuway W2-32w					$9 98		$6 61	
Angle broom w aluminum handle	Each	$16 50	RCP 6385					$7 56		$5.90	
Wall and ceiling brush	Each	$5 50	500108					$15.50			
Handles for ceiling brush	Each	$2.00	330259					$3.50			

Specification # RB 13-14 045

Laundry and Cleaning Supplies and Inmate Goods Contract

Item Description	Unit	Bobby Graves Co Inc		Bob Barker Co Inc		Robinson Textiles		PR Chemical & Paper Supply		Supreme Paper Supplies	
		Price	Comments	Price	Comments	Price	Comments	Price	Comments	Price	Comments
Boost Pad-20" Maroon Prep (10/Case)	Case	$125.00	Clarke 997024					$37.04	SSS Creamy Lemon Polish	$58.66	
First Class Furniture Polish 16oz Can	Each	$2.00						$38.50		$2.91	Betco 06023
Gojo Derma Pro Lotion Soap (12-800ML/Case)	Case	$35.40						$38.50		$37.88	
Heavy Duty Paper Bags (200 bags/Case)	Case							$17.73		$19.88	
Chlonne Trade Bleach, 10-12% Heavy Duty (15 Gal/Case)	Case							$80.94		$87.50	
Glove, Nitrile PF Blue 6 MIL sizes small-2XL (10 boxes/case)	Case	$72.00		$100.45				$66.50		$65.34	
Spartan Clothesline Fresh Laundry Detergent #3 (15 Gal/Case)	Case							$225.00		$221.91	Swisher
Spartan Clothesline Fresh 16 Liquid Alkali (15 Gal/Case)	Case							$155.00		$210.08	Swisher
Spartan Clothesline Fresh Xtreme Laundry Sour (15 Gal/Case)	Case							$169.00		$159.78	Swisher
24" Dust Mop Head	Each	$6.90	Landerable #SS24-SBL	$9.30	Sold by dozen only			$7.32	Washable	$7.47	
100% Cotton Terry Washcloths 12X12	Doz			$1.90							
12 "Servus Kitchen Boots, 100% waterproof seamless molded construction. Beige Anti-Skid™ outsole and heel with reinforced construction at critical stress points and foot form contour insole.	Pair			$19.50							
Centerpull Paper Towels 8" x 13", 400' per roll, 389 sheet per roll (6rolls/Case)	Case	$10.00						$19.86	600' per roll	$15.95	Roses 52308-2
Total		$547.28		$908.08		$140.90		$1,199.81		$1,181.71	

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Addendum 2 includes:

- Latex gloves (and similar gloves for those with latex allergies) are to be "extended cuff" gloves.
- Garbage bags are to be either:
  - 40" x 48", 22-micron, clear liners
  - 24" x 33", 6-microns, clear liners
- Lawn can liners Large are currently 1.7 MM thickness.
- Calls for service to machinery/dispensers are to be addressed within 24-hours by a trained service technician capable of repairing a high majority of repair issues, not a field representative who is not trained to repair machinery/dispensers.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

Escambia County Road Prison (ECRP):	**Price per Screen Print**
Shirt: 2" Screen Print that reads **ECRP**	_____
Pants: 1.5" Screen Print that reads **ECRP**	_____
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	_____
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	_____

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Public Notice of Recommended Award

Bid Tabulation

Solicitation Number: PD 18-19.041
Solicitation Name: Inmate Goods and Cleaning Supplies

Bid Opening Time: 2:00 AM
Bid Opening Date: 6/5/2019
Bid Opening Location: 11.108

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Review
Bob Barker Company, INC.	Y	Y	Y	Y	Y	Y	Y	Responsive
D/B/A Pride Enterprises	Y	Y	Y	Y	Y	Y	Y	Responsive
Interboro Packaging Corporation	Y	Y	Y	Y	Y	Y	Y	Responsive
Charm-Tex	Y	Y	Y	Y	Y	Y	Y	Responsive
Merchants Paper Company, INC.	Y	Y	Y	Y	Y	Y	Y	Responsive
Dees Paper Company, INC.	Y	Y	Y	Y	Y	Y	Y	Responsive
Supreme Paper Supplies, LLC	Y	Y	Y	Y	Y	Y	Y	Responsive
D/B/A PR Chemical and Paper Supply	Y	Y	Y	Y	Y	Y	Y	Responsive
Hill Manufacturing Company, INC.	Y	Y	Y	Y	Y	Y	Y	Responsive
Tabb Textiles Co., Inc.								Non-Responsive
Uniform Manufactoring Inc.								Non-Responsive

Bids Opened By:	Jeff Lovingood, Purchasing Coordinate	**Date:**	6/10/2019	**Status: Under Review**	
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinate	**Date:**	6/10/2019	RECOMMENDATION TO AWARD	
Bids Witnessed By:	Sherri Bonner/ Kasi Whitaker, Office Support Associates	**Date:**	6/10/2019	**CAR Date:** 7/8/2019	**BCC Date:** 7/18/2019

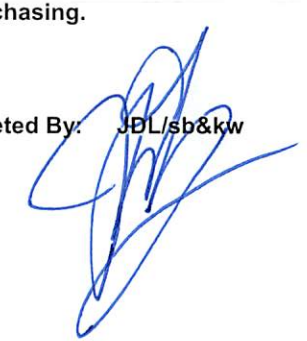
Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** All nine responsive bidders

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:
Tabb Textiles Co., Inc. This was non-responsive due to not providing documentation to show eligability to do business in the State of Florida.
Uniform Manufactoring Inc. This was non-responsive due to not having a Bond or Check accompany the Bid.

Posted: 11:00 am CDT 7/5/2019

Form Completed By: JDL/sb&kw



).041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen	33	$25.45	$839.85		$0.00		$0.00	$24.90	$821.70		$0.00		$0.00		$0.00		$0.00		$0.00
Bed Sheets Brown180 thread count sheets dozen	1	$41.05	$41.05		$0.00		$0.00	$44.90	$44.90		$0.00		$0.00		$0.00		$0.00		$0.00
Bath Towels White 8lb, dozen	17	$17.25	$293.25		$0.00		$0.00	$18.18	$309.06		$0.00		$0.00		$0.00		$0.00		$0.00
Washclothes White 12x12, dozen	100	$1.68	$168.00		$0.00		$0.00	$1.90	$190.00		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/ Medium	12	$11.62	$139.44		$0.00		$0.00	$13.54	$162.48		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/ Large	30	$11.62	$348.60		$0.00		$0.00	$13.54	$406.20		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/XL	30	$11.62	$348.60		$0.00		$0.00	$13.54	$406.20		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/2XL	30	$11.62	$348.60		$0.00		$0.00	$13.54	$406.20		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/3XL	30	$11.62	$348.60		$0.00		$0.00	$13.72	$411.60		$0.00		$0.00		$0.00		$0.00		$0.00
JumpsuitsTriple Stitch/Dark Green/4XL	24	$11.62	$278.88		$0.00		$0.00	$14.54	$348.96		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/6XL	12	$11.62	$139.44		$0.00		$0.00	$15.18	$182.16		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/8XL	4	$11.62	$46.48		$0.00		$0.00	$16.18	$64.72		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Dark Green/10XL	2	$11.62	$23.24		$0.00		$0.00	$16.90	$33.80		$0.00		$0.00		$0.00		$0.00		$0.00
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters	1	$0.52	$0.52		$0.00		$0.00	$0.36	$0.36		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/Medium	2	$11.62	$23.24		$0.00		$0.00	$13.54	$27.08		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/Large	5	$11.62	$58.10		$0.00		$0.00	$13.54	$67.70		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/XL	5	$11.62	$58.10		$0.00		$0.00	$13.54	$67.70		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/2XL	5	$11.62	$58.10		$0.00		$0.00	$13.54	$67.70		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/3XL	6	$11.62	$69.72		$0.00		$0.00	$13.72	$82.32		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/4XL	6	$11.62	$69.72		$0.00		$0.00	$14.54	$87.24		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/6XL	4	$11.62	$46.48		$0.00		$0.00	$15.18	$60.72		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/8XL	2	$11.62	$23.24		$0.00		$0.00	$16.18	$32.36		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Orange/10XL	1	$11.62	$11.62		$0.00		$0.00	$16.90	$16.90		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/ Medium	1	$11.62	$11.62		$0.00		$0.00	$13.54	$13.54		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/Large	2	$11.62	$23.24		$0.00		$0.00	$13.54	$27.08		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/XL	4	$11.62	$46.48		$0.00		$0.00	$13.54	$54.16		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/2XL	6	$11.62	$69.72		$0.00		$0.00	$13.54	$81.24		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/3XL	6	$11.62	$69.72		$0.00		$0.00	$13.72	$82.32		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/4XL	4	$11.62	$46.48		$0.00		$0.00	$14.54	$58.16		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/5XL	2	$11.62	$23.24		$0.00		$0.00	$14.90	$29.80		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/6XL	2	$11.62	$23.24		$0.00		$0.00	$15.18	$30.36		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/8XL	1	$11.62	$11.62		$0.00		$0.00	$16.18	$16.18		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch/Red/10XL	1	$11.62	$11.62		$0.00		$0.00	$16.90	$16.90		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe Medium	1	$11.62	$11.62		$0.00		$0.00	$13.54	$13.54		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe Large	2	$11.62	$23.24		$0.00		$0.00	$13.54	$27.08		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe XL	2	$11.62	$23.24		$0.00		$0.00	$13.54	$27.08		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe 2XL	3	$11.62	$34.86		$0.00		$0.00	$13.54	$40.62		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe 3XL	3	$11.62	$34.86		$0.00		$0.00	$13.72	$41.16		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe 4XL	3	$11.62	$34.86		$0.00		$0.00	$14.54	$43.62		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe 5XL	2	$11.62	$23.24		$0.00		$0.00	$14.90	$29.80		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe 6XL	2	$11.62	$23.24		$0.00		$0.00	$15.18	$30.36		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe 8XL	1	$11.62	$11.62		$0.00		$0.00	$16.18	$16.18		$0.00		$0.00		$0.00		$0.00		$0.00
Jumpsuits Triple Stitch Green/White Stripe 10XL	1	$11.62	$11.62		$0.00		$0.00	$16.90	$16.90		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/Small	1	$4.50	$4.50		$0.00		$0.00	$5.54	$5.54		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/Medium	2	$4.50	$9.00		$0.00		$0.00	$5.54	$11.08		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/Large	4	$4.50	$18.00		$0.00		$0.00	$5.54	$22.16		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/XL	8	$4.50	$36.00		$0.00		$0.00	$5.54	$44.32		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/2XL	8	$4.50	$36.00		$0.00		$0.00	$5.54	$44.32		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/3XL	8	$4.50	$36.00		$0.00		$0.00	$5.90	$47.20		$0.00		$0.00		$0.00		$0.00		$0.00

).041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/4XL	6	$4.50	$27.00		$0.00		$0.00	$6.18	$37.08		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/6XL	1	$4.50	$4.50		$0.00		$0.00	$6.72	$6.72		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/8XL	1	$5.60	$5.60		$0.00		$0.00	$6.90	$6.90		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Black/White Stripe/10XL	1	$5.60	$5.60		$0.00		$0.00	$7.18	$7.18		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green Small	2	$4.50	$9.00		$0.00		$0.00	$5.54	$11.08		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green Medium	10	$4.50	$45.00		$0.00		$0.00	$5.54	$55.40		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green Large	10	$4.50	$45.00		$0.00		$0.00	$5.54	$55.40		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green XL	10	$4.50	$45.00		$0.00		$0.00	$5.54	$55.40		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green 2XL	6	$4.50	$27.00		$0.00		$0.00	$5.54	$33.24		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green 3XL	6	$4.50	$27.00		$0.00		$0.00	$5.90	$35.40		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green 4XL	6	$4.50	$27.00		$0.00		$0.00	$6.18	$37.08		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green 6XL	2	$4.50	$9.00		$0.00		$0.00	$6.72	$13.44		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green 8XL	1	$5.60	$5.60		$0.00		$0.00	$6.90	$6.90		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Dark Green 10XL	1	$5.60	$5.60		$0.00		$0.00	$7.18	$7.18		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black White Stripe/Small	1	$5.80	$5.80		$0.00		$0.00	$6.18	$6.18		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/WhiteStripe/Medium	2	$5.80	$11.60		$0.00		$0.00	$6.18	$12.36		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/Large	4	$5.80	$23.20		$0.00		$0.00	$6.18	$24.72		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/XL	8	$5.80	$46.40		$0.00		$0.00	$6.18	$49.44		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/2XL	8	$5.80	$46.40		$0.00		$0.00	$6.18	$49.44		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/3XL	8	$5.80	$46.40		$0.00		$0.00	$6.36	$50.88		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/4XL	6	$5.80	$34.80		$0.00		$0.00	$6.72	$40.32		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/6XL	1	$5.80	$5.80		$0.00		$0.00	$7.18	$7.18		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/8XL	1	$7.85	$7.85		$0.00		$0.00	$7.54	$7.54		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Black/White Stripe/10XL	1	$7.85	$7.85		$0.00		$0.00	$7.90	$7.90		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green Small	2	$5.80	$11.60		$0.00		$0.00	$6.18	$12.36		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green Medium	10	$5.80	$58.00		$0.00		$0.00	$6.18	$61.80		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green Large	10	$5.80	$58.00		$0.00		$0.00	$6.18	$61.80		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green XL	10	$5.80	$58.00		$0.00		$0.00	$6.18	$61.80		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green 2XL	6	$5.80	$34.80		$0.00		$0.00	$6.18	$37.08		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green 3XL	6	$5.80	$34.80		$0.00		$0.00	$6.36	$38.16		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green 4XL	2	$5.80	$11.60		$0.00		$0.00	$6.72	$13.44		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green 6XL	2	$5.80	$11.60		$0.00		$0.00	$7.18	$14.36		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green 8XL	1	$7.85	$7.85		$0.00		$0.00	$7.54	$7.54		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Dark Green 10XL	1	$7.85	$7.85		$0.00		$0.00	$7.90	$7.90		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange Medium	1	$5.80	$5.80		$0.00		$0.00	$6.18	$6.18		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange Large	2	$5.80	$11.60		$0.00		$0.00	$6.18	$12.36		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange XL	5	$5.80	$29.00		$0.00		$0.00	$6.18	$30.90		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange 2XL	5	$5.80	$29.00		$0.00		$0.00	$6.18	$30.90		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange 3XL	5	$5.80	$29.00		$0.00		$0.00	$6.36	$31.80		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange 4XL	5	$5.80	$29.00		$0.00		$0.00	$6.72	$33.60		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange 5XL	5	$5.80	$29.00		$0.00		$0.00	$6.90	$34.50		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange 6XL	4	$5.80	$23.20		$0.00		$0.00	$7.18	$28.72		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange 8XL	2	$7.85	$15.70		$0.00		$0.00	$7.54	$15.08		$0.00		$0.00		$0.00		$0.00		$0.00
Pants Triple Stitch Orange 10XL	1	$7.85	$7.85		$0.00		$0.00	$7.90	$7.90		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitch Orange Medium	1	$4.50	$4.50		$0.00		$0.00	$5.54	$5.54		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitchs Orange Large	3	$4.50	$13.50		$0.00		$0.00	$5.54	$16.62		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitchs Orange XL	3	$4.50	$13.50		$0.00		$0.00	$5.54	$16.62		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitchs Orange 2XL	3	$4.50	$13.50		$0.00		$0.00	$5.54	$16.62		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitchs Orange 3XL	3	$4.50	$13.50		$0.00		$0.00	$5.90	$17.70		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitchs Orange 4XL	2	$4.50	$9.00		$0.00		$0.00	$6.18	$12.36		$0.00		$0.00		$0.00		$0.00		$0.00
Shirt Triple Stitchs Orange 6XL	1	$4.50	$4.50		$0.00		$0.00	$6.72	$6.72		$0.00		$0.00		$0.00		$0.00		$0.00
T Shirt Orange M Dozen	2	$25.60	$51.20		$0.00		$0.00	$32.90	$65.80		$0.00		$0.00		$0.00		$0.00		$0.00
T Shirt Orange L Dozen	3	$25.60	$76.80		$0.00		$0.00	$32.90	$98.70		$0.00		$0.00		$0.00		$0.00		$0.00

9.041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
T Shirt Orange XL Dozen	3	$25.60	**$76.80**		**$0.00**		**$0.00**	$32.90	**$98.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
T Shirt Orange 2XL Dozen	3	$29.28	**$87.84**		**$0.00**		**$0.00**	$39.90	**$119.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
T Shirt Orange 3XL Dozen	3	$29.28	**$87.84**		**$0.00**		**$0.00**	$43.90	**$131.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
T Shirt Orange 4XL Dozen	2	$29.28	**$58.56**		**$0.00**		**$0.00**	$43.90	**$87.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
T Shirt Orange 6XL Dozen	1	$32.41	**$32.41**		**$0.00**		**$0.00**	$49.90	**$49.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size Small (Dozen)	1	$14.55	**$14.55**		**$0.00**		**$0.00**	$15.54	**$15.54**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size Medium (Dozen)	3	$14.55	**$43.65**		**$0.00**		**$0.00**	$15.54	**$46.62**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size Large (Dozen)	3	$14.55	**$43.65**		**$0.00**		**$0.00**	$15.54	**$46.62**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size XL (Dozen)	3	$14.55	**$43.65**		**$0.00**		**$0.00**	$15.54	**$46.62**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size 2XL (Dozen)	3	$14.55	**$43.65**		**$0.00**		**$0.00**	$15.54	**$46.62**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size 3XL (Dozen)	1	$14.55	**$14.55**		**$0.00**		**$0.00**	$15.90	**$15.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size 4XL (Dozen)	1	$14.55	**$14.55**		**$0.00**		**$0.00**	$16.54	**$16.54**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size 5XL (Dozen)	1	$14.55	**$14.55**		**$0.00**		**$0.00**	$16.90	**$16.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, Orange Size 6XL (Dozen)	1	$14.55	**$14.55**		**$0.00**		**$0.00**	$17.54	**$17.54**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Mattresses 25x74x4	80	$50.95	**$4,076.00**		**$0.00**		**$0.00**	$35.90	**$2,872.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Baby Shampoo/Gallon	4	$58.00	**$232.00**		**$0.00**		**$0.00**	34.90/4	**$34.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Thumb Tooth Brushes 72ea/case	24	$4.19	**$100.56**		**$0.00**		**$0.00**	$6.54	**$156.96**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Toothpaste, Naturemint .085 oz 144ea/case	12	$17.90	**$214.80**		**$0.00**		**$0.00**	$16.90	**$202.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shampoo and Bodywash .34oz packets 1000ea/case	10	$76.10	**$761.00**		**$0.00**		**$0.00**	$42.90	**$429.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Vinyl Roll 136 yards	1.00	$564.40	**$564.40**		**$0.00**		**$0.00**	$490.00	**$490.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Blanket, Cozy, 66x90 15/cs	30	$80.65	**$2,419.50**		**$0.00**		**$0.00**	$5.54	**$166.20**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Mattress Covers 25x75x4	20	$11.18	**$223.60**		**$0.00**		**$0.00**	$5.36	**$107.20**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe insoles 48/case	100	$51.80	**$5,180.00**		**$0.00**		**$0.00**	$5.90	**$590.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, Tan PVC Slip-on size 7	100	$1.54	**$154.00**		**$0.00**		**$0.00**	$1.90	**$190.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, Tan PVC Slip-on size 9	200	$1.54	**$308.00**		**$0.00**		**$0.00**	$1.90	**$380.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, Tan PVC Slip-on size 11	250	$1.54	**$385.00**		**$0.00**		**$0.00**	$1.90	**$475.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, Tan PVC Slip-on size 13	200	$1.54	**$308.00**		**$0.00**		**$0.00**	$1.90	**$380.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, Tan PVC Slip-on size 15/16	50	$1.54	**$77.00**		**$0.00**		**$0.00**	$1.90	**$95.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Translucent unifoot pvc sandal size Small	100	$13.65	**$1,365.00**		**$0.00**		**$0.00**	$2.72	**$272.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Translucent unifoot pvc sandal size Medium	200	$13.65	**$2,730.00**		**$0.00**		**$0.00**	$2.72	**$544.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Translucent unifoot pvc sandal size Large	250	$13.65	**$3,412.50**		**$0.00**		**$0.00**	$2.72	**$680.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Translucent unifoot pvc sandal size XL	250	$13.65	**$3,412.50**		**$0.00**		**$0.00**	$2.72	**$680.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Translucent unifoot pvc sandal size 2XL	250	$13.65	**$3,412.50**		**$0.00**		**$0.00**	$2.72	**$680.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Translucent unifoot pvc sandal size 3XL	150	$13.65	**$2,047.50**		**$0.00**		**$0.00**	$2.72	**$408.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 5 12ea	2	$6.62	**$13.24**		**$0.00**		**$0.00**	$7.90	**$15.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 6 12ea	2	$6.62	**$13.24**		**$0.00**		**$0.00**	$7.90	**$15.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 7 12ea	2	$6.62	**$13.24**		**$0.00**		**$0.00**	$7.90	**$15.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 8 12ea	2	$6.62	**$13.24**		**$0.00**		**$0.00**	$7.90	**$15.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 9 12ea	2	$8.15	**$16.30**		**$0.00**		**$0.00**	$8.90	**$17.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 10 12ea	2	$8.15	**$16.30**		**$0.00**		**$0.00**	$8.90	**$17.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 11 12ea	1	$8.15	**$8.15**		**$0.00**		**$0.00**	$8.90	**$8.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Panty, White Size 12 12ea	1	$8.15	**$8.15**		**$0.00**		**$0.00**	$8.90	**$8.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bra, Sports, gray size 36 12ea	2	$19.92	**$39.84**		**$0.00**		**$0.00**	$25.90	**$51.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bra, Sports, gray size 38 12ea	2	$19.92	**$39.84**		**$0.00**		**$0.00**	$25.90	**$51.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bra, Sports, gray size 40 12ea	2	$19.92	**$39.84**		**$0.00**		**$0.00**	$25.90	**$51.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bra, Sports, gray size 42 12ea	2	$19.92	**$39.84**		**$0.00**		**$0.00**	$25.90	**$51.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bra, Sports, gray size 44 12ea	2	$19.92	**$39.84**		**$0.00**		**$0.00**	$25.90	**$51.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bra, Sports, gray size 46 12ea	2	$19.92	**$39.84**		**$0.00**		**$0.00**	$25.90	**$51.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bra, Sports, gray size 48 12ea	2	$19.92	**$39.84**		**$0.00**		**$0.00**	$25.90	**$51.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Socks, Orange Tube 12ea 15/MC	10	$5.25	**$52.50**		**$0.00**		**$0.00**	$6.90	**$69.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 5 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 6 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 7 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**

9.041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
EVA Footwear, Orange size 8 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 9 12ea	2	$29.00	**$58.00**		**$0.00**		**$0.00**	$2.90	**$5.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 10 12ea	2	$29.00	**$58.00**		**$0.00**		**$0.00**	$2.90	**$5.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 11 12ea	2	$29.00	**$58.00**		**$0.00**		**$0.00**	$2.90	**$5.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 12 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 13 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 14 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Orange size 15 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 5 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 6 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 7 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 8 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 9 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 10 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 11 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 12 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 13 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 14 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
EVA Footwear, Khaki Size 15 12ea	1	$29.00	**$29.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Isolation/Suicide smock	4	$63.90	**$255.60**		**$0.00**		**$0.00**	$64.90	**$259.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
isolation/Suicide blanket	2	$69.90	**$139.80**		**$0.00**		**$0.00**	$64.90	**$129.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
isolation Suicide all in one bed	2	$184.75	**$369.50**		**$0.00**		**$0.00**	$154.90	**$309.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 7	4	$15.25	**$61.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 8	4	$15.25	**$61.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 9	4	$15.25	**$61.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 10	6	$15.25	**$91.50**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 11	6	$15.25	**$91.50**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 12	4	$15.25	**$61.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 13	2	$15.25	**$30.50**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 14	1	$15.25	**$15.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot twin gore, BLK 15	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 5	2	$20.25	**$40.50**		**$0.00**		**$0.00**	$21.90	**$43.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 6	2	$20.25	**$40.50**		**$0.00**		**$0.00**	$21.90	**$43.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 7	2	$20.25	**$40.50**		**$0.00**		**$0.00**	$21.90	**$43.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 8	4	$20.25	**$81.00**		**$0.00**		**$0.00**	$21.90	**$87.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 9	4	$20.25	**$81.00**		**$0.00**		**$0.00**	$21.90	**$87.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 10	6	$20.25	**$121.50**		**$0.00**		**$0.00**	$21.90	**$131.40**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 11	6	$20.25	**$121.50**		**$0.00**		**$0.00**	$21.90	**$131.40**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 12	6	$20.25	**$121.50**		**$0.00**		**$0.00**	$21.90	**$131.40**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 13	4	$20.25	**$81.00**		**$0.00**		**$0.00**	$21.90	**$87.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 14	1	$21.25	**$21.25**		**$0.00**		**$0.00**	$21.90	**$21.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 15	1	$21.25	**$21.25**		**$0.00**		**$0.00**	$21.90	**$21.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black, Plain toe size 16	1	$21.25	**$21.25**		**$0.00**		**$0.00**	$21.90	**$21.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 5	5	$5.49	**$27.45**		**$0.00**		**$0.00**	$3.54	**$17.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 6	5	$5.49	**$27.45**		**$0.00**		**$0.00**	$3.54	**$17.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 7	7	$5.49	**$38.43**		**$0.00**		**$0.00**	$3.54	**$24.78**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 8	7	$5.49	**$38.43**		**$0.00**		**$0.00**	$3.54	**$24.78**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 9	4	$5.49	**$21.96**		**$0.00**		**$0.00**	$3.54	**$14.16**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 10	3	$5.49	**$16.47**		**$0.00**		**$0.00**	$3.54	**$10.62**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 11	2	$5.49	**$10.98**		**$0.00**		**$0.00**	$3.54	**$7.08**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 12	2	$5.49	**$10.98**		**$0.00**		**$0.00**	$3.54	**$7.08**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Orange lowtop canvas size 13	2	$5.49	**$10.98**		**$0.00**		**$0.00**	$3.54	**$7.08**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Ultra Bath Tissue 2ply 96/case	120		**$0.00**		**$0.00**		**$0.00**	$31.90	**$3,828.00**	$30.35	**$3,642.00**	$32.03	**$3,843.60**	$30.15	**$3,618.00**	$26.50	**$3,180.00**		**$0.00**

9.041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Junior Jumbo TT Double layer Big Roll 12/1000'	78		$0.00		$0.00		$0.00		$0.00	$19.70	$1,536.60	$20.26	$1,580.28	$20.16	$1,572.48	$20.39	$1,590.42		$0.00
Tissue Junior Jumbo premium Big Roll 12/1000'	6		$0.00		$0.00		$0.00		$0.00	$19.70	$118.20	$20.26	$121.56	$20.16	$120.96	$27.99	$167.94		$0.00
40x48 Trash Linens 22 micron	25		$0.00		$0.00	$14.48	$362.00		$0.00	$19.05	$476.25	$22.14	$553.50	$15.86	$396.50	$22.50	$562.50		$0.00
24x33 Trash liners 18 micron	8		$0.00		$0.00	$19.92	$159.36		$0.00	$18.05	$144.40	$20.30	$162.40	$25.88	$207.04	$17.49	$139.92		$0.00
Towel M/F Brown 4000/cs	15		$0.00		$0.00		$0.00		$0.00	$15.60	$234.00	$17.75	$266.25	$16.15	$242.25	$14.33	$214.95		$0.00
Spartan Xcelente cleaner 5 gal	15		$0.00	$17.53	$262.95		$0.00		$0.00		$0.00	$25.85	$387.75	$27.58	$413.70	$36.79	$551.85	$14.95	$224.25
Spartan Halt Disinfectant 5 gal	10		$0.00	$30.99	$309.90		$0.00		$0.00		$0.00	$37.29	$372.90	$123.22	$1,232.20	$67.34	$673.40	$17.80	$178.00
Spartan Laundry detergent 15 gal	6		$0.00	$99.88	$599.28		$0.00		$0.00		$0.00	$177.90	$1,067.40	$145.38	$872.28	$207.14	$1,242.84	$11.25	$67.50
Spartan Liquid Alkali 15 gal	6		$0.00	$53.86	$323.16		$0.00		$0.00		$0.00	$164.39	$986.34	$130.51	$783.06	$148.00	$888.00		$0.00
Spartan Sour/Softner 15 Gal	4		$0.00	$77.39	$309.56		$0.00		$0.00		$0.00	$168.66	$674.64	$145.47	$581.88	$177.14	$708.56	$14.00	$56.00
Trade Bleach 15 gal	6		$0.00	$68.07	$408.42		$0.00		$0.00		$0.00		$0.00	$74.37	$446.22	$55.00	$330.00		$0.00
Laundry Cart with shelves 4 swivel casters	4		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$615.00	$2,460.00		$0.00
EZ Beeze dispenser	6		$0.00		$0.00		$0.00		$0.00		$0.00	$125.92	$755.52	$16.25	$97.50	$5.60	$33.60		$0.00
EZ Beeze Refill lavender	12		$0.00		$0.00		$0.00		$0.00		$0.00	$30.98	$371.76	$20.89	$250.68	$5.11	$61.32		$0.00
EZ Breeze Refill Apple	12		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$20.89	$250.68	$5.11	$61.32		$0.00
Lift-Off Ink Pen Remover 6/case	3		$0.00		$0.00		$0.00		$0.00	$60.90	$182.70	$62.51	$187.53	$54.71	$164.13	$57.14	$171.42		$0.00
BullDozer reinforcedsqueegee 2/case	3		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$19.94	$59.82	$23.00	$69.00		$0.00
Absorbent Socks 40/cs	3		$0.00		$0.00		$0.00		$0.00	$77.15	$231.45		$0.00	$88.25	$264.75	$66.16	$198.48		$0.00
HD Down-Press bucket 35 qt Combo	4		$0.00		$0.00		$0.00		$0.00	$57.45	$229.80	$93.82	$375.28	$64.96	$259.84	$72.94	$291.76		$0.00
Wavebrake Downpress Mop bucket 35 qt	2		$0.00	$88.93	$177.86		$0.00		$0.00	$141.65	$283.30	$93.82	$187.64	$64.96	$129.92	$129.00	$258.00		$0.00
Micorfiber green Loop Mop Head	12		$0.00	$5.73	$68.76		$0.00		$0.00		$0.00	$10.00	$120.00	$6.05	$72.60	$9.99	$119.88		$0.00
24" Dust Mop Head	8		$0.00	$3.54	$28.32		$0.00		$0.00	$4.95	$39.60	$5.00	$40.00	$4.39	$35.12	$2.46	$19.68		$0.00
60" Dust mop Handle	8		$0.00	$4.46	$35.68		$0.00		$0.00	$5.65	$45.20	$9.79	$78.32	$4.70	$37.60	$6.50	$52.00		$0.00
Kutol Foaming Lotion liquid Soap 1000ml	10		$0.00		$0.00		$0.00		$0.00	$29.95	$299.50	$33.14	$331.40	$38.40	$384.00	$38.00	$380.00		$0.00
Kutol Sanitizer 1000ml	10		$0.00		$0.00		$0.00		$0.00	$48.85	$488.50	$34.21	$342.10	$39.40	$394.00	$53.05	$530.50		$0.00
Paper Towel Premium 8" 600'6/case	8		$0.00		$0.00		$0.00		$0.00	$19.65	$157.20	$47.50	$380.00	$26.18	$209.44	$35.01	$280.08		$0.00
Bleach EPA PureBright 6/case	16		$0.00		$0.00		$0.00		$0.00	$13.65	$218.40	$12.22	$195.52	$16.28	$260.48	$12.60	$201.60		$0.00
Fabuloso Cleaner Deodorizer 1 gal	16		$0.00		$0.00		$0.00		$0.00	$11.15	$178.40	$22.50	$360.00	$11.20	$179.20	$11.50	$184.00		$0.00
Spartan Consume Enzyme Cleaner	2		$0.00	$26.58	$53.16		$0.00		$0.00		$0.00	$46.98	$93.96	$5.54	$11.08	$9.50	$19.00		$0.00
SSS Looped Mop Head Blended XLG	24		$0.00	$4.46	$107.04		$0.00		$0.00		$0.00	$7.00	$168.00	$5.32	$127.68	$11.00	$264.00	$10.80	$259.20
Sparten Sparclean SuperSuds QT 12/CS	1		$0.00	$25.15	$25.15		$0.00		$0.00		$0.00	$29.94	$29.94	$27.72	$27.72	$43.87	$43.87		$0.00
Acid Resistant Pump Sprayer 2GL	1		$0.00		$0.00		$0.00		$0.00	$25.95	$25.95		$0.00	$26.51	$26.51	$34.45	$34.45		$0.00
Green Scrub Pad 20/cs	3		$0.00		$0.00		$0.00		$0.00	$5.35	$16.05	$15.56	$46.68	$12.21	$36.63	$5.97	$17.91		$0.00
Cord Bound Broom	15		$0.00	$7.90	$118.50		$0.00		$0.00	$6.25	$93.75	$8.81	$132.15	$7.76	$116.40	$5.79	$86.85		$0.00
Brown Roll Towel 8"x800' Starcut	5		$0.00		$0.00		$0.00		$0.00		$0.00	$47.50	$237.50	$25.71	$128.55	$33.50	$167.50		$0.00
Bag, Zippit 6x8 1000/CS 2 mil	2		$0.00		$0.00		$0.00		$0.00	$24.95	$49.90	$26.16	$52.32	$23.77	$47.54	$18.90	$37.80		$0.00
Wiper, White Cotton Rag	4		$0.00		$0.00		$0.00		$0.00	$16.10	$64.40	$40.26	$161.04	$17.58	$70.32	$13.51	$54.04		$0.00
Spartan Endurastrip Floor Stripper 5 gal	1		$0.00	$22.22	$22.22		$0.00		$0.00		$0.00	$40.81	$40.81	$42.37	$42.37	$72.00	$72.00	$13.25	$13.25
Spartan Premium Wood Polish 12/CS	12		$0.00	$68.86	$826.32		$0.00		$0.00		$0.00	$35.75	$429.00	$39.44	$473.28	$3.25	$39.00		$0.00
Lobby Dust Pan, Long Handle	2		$0.00	$5.41	$10.82		$0.00		$0.00	$6.25	$12.50	$8.50	$17.00	$13.24	$26.48	$11.75	$23.50		$0.00
Spartan Sparclean Supersuds 1/GL	12		$0.00	$26.46	$317.52		$0.00		$0.00		$0.00	$43.84	$526.08	$27.72	$332.64	$11.75	$141.00		$0.00
Floor Pad 20" Black	10		$0.00		$0.00		$0.00		$0.00	$18.65	$186.50	$15.56	$155.60	$12.63	$126.30	$3.52	$35.20	$40.70	$407.00
Floor Pad 20" Red	10		$0.00		$0.00		$0.00		$0.00	$18.65	$186.50	$15.56	$155.60	$12.63	$126.30	$3.52	$35.20	$40.70	$407.00
Floor Pad 20" Natural Hair	25		$0.00		$0.00		$0.00		$0.00	$19.75	$493.75	$15.56	$389.00	$12.63	$315.75	$3.52	$88.00	$48.75	$1,218.75
Gym Wipes Refill Bag 2/1000 per case	4		$0.00		$0.00		$0.00		$0.00	$96.01	$384.04	$102.89	$411.56	$130.44	$521.76	$54.72	$218.88		$0.00
Spartan Chlorine Bleach 5/Gal	20		$0.00	$28.09	$561.80		$0.00		$0.00		$0.00	$45.96	$919.20	$34.96	$699.20	$32.33	$646.60	$9.00	$180.00
Vacuum Bag, Tornado 6 qt	5		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$1.85	$9.25	$8.67	$43.35		$0.00
Sprayer Trigger 10" Tube	30		$0.00		$0.00		$0.00		$0.00	$0.60	$18.00	$1.05	$31.50	$0.44	$13.20	$0.68	$20.40		$0.00
Invader Fiberglass Mop Handle	10		$0.00	$7.26	$72.60		$0.00		$0.00	$19.65	$196.50	$8.32	$83.20	$14.79	$147.90	$17.99	$179.90		$0.00
Bottle, QT newstyle	15		$0.00		$0.00		$0.00		$0.00	$0.85	$12.75		$0.00	$0.45	$6.75	$0.69	$10.35		$0.00
Spartan Sparsan Q Aero disinfectant 12/CS	12		$0.00		$0.00		$0.00		$0.00		$0.00	$44.29	$531.48	$34.95	$419.40	$3.33	$39.96		$0.00
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl	33		$0.00		$0.00		$0.00		$0.00	$3.85	$127.05	$98.15	$3,238.95	$35.29	$1,164.57	$58.36	$1,925.88		$0.00

).041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
C-paper bag 1/6 bbl 57 lbs 500 per bundle	8		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$39.55	**$316.40**	$39.29	**$314.32**	$48.98	**$391.84**	$37.00	**$296.00**		**$0.00**
Grocery bag husky 20# 500 cs 2/250	4		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$29.07	**$116.28**	$23.51	**$94.04**	$38.09	**$152.36**	$12.95	**$51.80**		**$0.00**
8.5x11 white copy paper 5m/cs 10 reams per case	40		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$32.95	**$1,318.00**	$34.00	**$1,360.00**	$39.94	**$1,597.60**	$33.75	**$1,350.00**		**$0.00**
Nabc wipes 6/cs 120/ea 7"x8" wipe size	24		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$68.47	**$1,643.28**	$35.58	**$853.92**	$7.86	**$188.64**		**$0.00**
Soft and Safe blaader control pads 73 per pack/4 packs per case	30		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$33.96	**$1,018.80**		**$0.00**
#4 Maxi	6								**$0.00**		**$0.00**					$68.32	**$409.92**		**$0.00**
Beanie, Navy, OSFA, 1 dozen	1	$10.50	**$10.50**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Beanie, Orange, OSFA, 1 dozen	2	$10.50	**$21.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal, Medium, 1 dozen	1	$34.32	**$34.32**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal, Large, 1 dozen	1	$34.32	**$34.32**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal, XL, 1 dozen	1	$34.32	**$34.32**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal 2XL, 1 dozen	1	$34.32	**$34.32**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal 3XL, 1 dozen	1	$35.72	**$35.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal 4XL, 1 dozen	1	$35.72	**$35.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal 5XL, 1 dozen	1	$214.32	**$214.32**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal 6XL, 1 dozen	1	$214.32	**$214.32**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Drawers, Unisex Thermal 8XL, 1 dozen	1	$214.32	**$214.32**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Thong Shoe, V-Strap, Small, 1 dozen	1	$6.90	**$6.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Thong Shoe, V-Strap, Medium, 1 dozen	1	$6.90	**$6.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Thong Shoe, V-Strap, Large, 1 dozen	1	$6.90	**$6.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Thong Shoe, V-Strap, XL, 1 dozen	1	$6.90	**$6.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Thong Shoe, V-Strap, 2XL, 1 dozen	1	$6.90	**$6.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Toilet Plunger	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$6.00	**$6.00**	$5.89	**$5.89**	$3.75	**$3.75**		**$0.00**
Coffee Maker, 36 cup	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Cleaner, GlassGreen, 80 packets	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Soap, Unwrap #.5, 1000/case	2	$35.25	**$70.50**		**$0.00**		**$0.00**		**$0.00**	$41.65	**$83.30**		**$0.00**		**$0.00**	$39.95	**$79.90**		**$0.00**
Boot, Black w/ Composite Toe, Size 7E	1	$23.25	**$23.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 8E	1	$23.25	**$23.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 9E	1	$23.25	**$23.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 10E	3	$23.25	**$69.75**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 11E	3	$23.25	**$69.75**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 12E	4	$23.25	**$93.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 13E	3	$23.25	**$69.75**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 14D	1	$23.25	**$23.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boot, Black w/ Composite Toe, Size 15E	1	$23.25	**$23.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Black, Velcro with Clear Sole, Size 9D	3	$15.65	**$46.95**		**$0.00**		**$0.00**	$13.90	**$41.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Black, Velcro with Clear Sole, Size 10D	4	$15.65	**$62.60**		**$0.00**		**$0.00**	$13.90	**$55.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Black, Velcro with Clear Sole, Size 11D	4	$15.65	**$62.60**		**$0.00**		**$0.00**	$13.90	**$55.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Black, Velcro with Clear Sole, Size 12D	4	$15.65	**$62.60**		**$0.00**		**$0.00**	$13.90	**$55.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shoe, Black, Velcro with Clear Sole, Size 13D	3	$15.65	**$46.95**		**$0.00**		**$0.00**	$13.90	**$41.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Toothbrush, 30 Tuft Soft, 144 per case	3	$5.65	**$16.95**		**$0.00**		**$0.00**	$6.90	**$20.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size Small (dozen)	1	$12.45	**$12.45**		**$0.00**		**$0.00**	$12.90	**$12.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size Medium (dozen)	2	$12.45	**$24.90**		**$0.00**		**$0.00**	$12.90	**$25.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size Large (dozen)	4	$12.45	**$49.80**		**$0.00**		**$0.00**	$12.90	**$51.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size XL (dozen)	4	$12.45	**$49.80**		**$0.00**		**$0.00**	$12.90	**$51.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size 2XL (dozen)	2	$12.45	**$24.90**		**$0.00**		**$0.00**	$12.90	**$25.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size 3XL (dozen)	1	$13.25	**$13.25**		**$0.00**		**$0.00**	$13.90	**$13.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size 4XL (dozen)	1	$13.25	**$13.25**		**$0.00**		**$0.00**	$13.90	**$13.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size 5XL (dozen)	1	$13.75	**$13.75**		**$0.00**		**$0.00**	$14.90	**$14.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Boxers, White, Size 6XL (dozen)	1	$13.75	**$13.75**		**$0.00**		**$0.00**	$15.90	**$15.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Deoderant Stick, .5oz, Alcohol Free, 144 per case	4	$36.95	**$147.80**		**$0.00**		**$0.00**	$36.90	**$147.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case	3	$118.00	**$354.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**

).041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Jumpsuit, Orange, Valueline, Size 3XL	1	$139.40	**$139.40**		**$0.00**		**$0.00**	$13.72	**$13.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Jumpsuit, Orange, Valueline, Size 4XL	1	$69.72	**$69.72**		**$0.00**		**$0.00**	$14.54	**$14.54**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Jumpsuit, Orange, Valueline, Size 6XL	1	$11.62	**$11.62**		**$0.00**		**$0.00**	$15.18	**$15.18**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Mattress, Polyester w/ Pillow	3	$50.95	**$152.85**		**$0.00**		**$0.00**	$36.90	**$110.70**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Clipper, Fingernail, 24/case	1	$6.25	**$6.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, SEVA Black, Size Large	7	$2.18	**$15.26**		**$0.00**		**$0.00**	$2.90	**$20.30**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, SEVA Black, Size XL	7	$2.18	**$15.26**		**$0.00**		**$0.00**	$2.90	**$20.30**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, SEVA Black, Size 2XL	4	$2.18	**$8.72**		**$0.00**		**$0.00**	$2.90	**$11.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sandal, SEVA Black, Size 3XL	1	$2.18	**$2.18**		**$0.00**		**$0.00**	$2.90	**$2.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Bed Sheets White 180 thread count, 58x90, (dozen)	2	$35.76	**$71.52**		**$0.00**		**$0.00**	$38.90	**$77.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Toenail Clippers, Metal (dozen)	1	$5.89	**$5.89**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Navy, Tristitch, Size L	7	$4.50	**$31.50**		**$0.00**		**$0.00**	$5.54	**$38.78**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Navy, Tristitch, Size XL	7	$4.50	**$31.50**		**$0.00**		**$0.00**	$5.54	**$38.78**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Navy, Tristitch, Size 2XL	7	$4.50	**$31.50**		**$0.00**		**$0.00**	$5.54	**$38.78**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Navy, Tristitch, Size 3XL	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$5.90	**$23.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Navy, Tristitch, Size 4XL	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$6.18	**$24.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Navy, Tristitch, Size 5XL	2	$4.50	**$9.00**		**$0.00**		**$0.00**	$6.54	**$13.08**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Navy TriStitch, Size Small	7	$5.80	**$40.60**		**$0.00**		**$0.00**	$6.18	**$43.26**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Navy TriStitch, Size Medium	4	$5.80	**$23.20**		**$0.00**		**$0.00**	$6.18	**$24.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Navy TriStitch, Size Large	7	$5.80	**$40.60**		**$0.00**		**$0.00**	$6.18	**$43.26**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Navy TriStitch, Size 2XL	7	$5.80	**$40.60**		**$0.00**		**$0.00**	$6.18	**$43.26**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Navy TriStitch, Size 3XL	4	$5.80	**$23.20**		**$0.00**		**$0.00**	$6.36	**$25.44**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Navy TriStitch, Size 4XL	4	$5.80	**$23.20**		**$0.00**		**$0.00**	$6.72	**$26.88**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Navy TriStitch, Size 5XL	2	$5.80	**$11.60**		**$0.00**		**$0.00**	$6.90	**$13.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Orange, TriStitch, Size 10XL	10	$5.60	**$56.00**		**$0.00**		**$0.00**	$7.18	**$71.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Orange, TriStitch, Size 9XL	1	$5.60	**$5.60**		**$0.00**		**$0.00**	$7.18	**$7.18**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Orange, TriStitch, Size 8XL	1	$5.60	**$5.60**		**$0.00**		**$0.00**	$6.90	**$6.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Orange, TriStitch, Size 4XL	3	$4.50	**$13.50**		**$0.00**		**$0.00**	$6.18	**$18.54**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, Orange, TriStitch, Size XL	10	$4.50	**$45.00**		**$0.00**		**$0.00**	$5.54	**$55.40**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Orange, TriStitch, Size 2XL	10	$5.80	**$58.00**		**$0.00**		**$0.00**	$6.18	**$61.80**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Orange, TriStitch, Size 3XL	7	$5.80	**$40.60**		**$0.00**		**$0.00**	$6.36	**$44.52**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Orange, TriStitch, Size 4XL	4	$5.80	**$23.20**		**$0.00**		**$0.00**	$6.72	**$26.88**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, Orange, TriStitch, Size Small	1	$5.80	**$5.80**		**$0.00**		**$0.00**	$6.18	**$6.18**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Sock, Thermal, Navy, Dozen per package	7		**$0.00**		**$0.00**		**$0.00**	$9.90	**$69.30**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Liquid Laundry Compound 3, 20 gal drum size	1		**$0.00**	$137.84	**$137.84**		**$0.00**		**$0.00**		**$0.00**	$177.90	**$177.90**	$219.50	**$219.50**	$207.14	**$207.14**	$11.25	**$11.25**
DE-Stain, 20 gal drum size	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$121.50	**$121.50**	$131.10	**$131.10**	$55.00	**$55.00**		**$0.00**
Fabric Softener, 20 gal drum size	1		**$0.00**	$107.88	**$107.88**		**$0.00**		**$0.00**		**$0.00**	$157.13	**$157.13**	$170.25	**$170.25**	$202.49	**$202.49**		**$0.00**
SAN-O-15, 30 gal drum size	1		**$0.00**	$180.24	**$180.24**		**$0.00**		**$0.00**		**$0.00**	$376.60	**$376.60**	$339.59	**$339.59**	$404.04	**$404.04**	$17.80	**$17.80**
Cascades Pro Toilet Tissue (case)	20		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$32.03	**$640.60**	$19.32	**$386.40**	$29.83	**$596.60**		**$0.00**
Household paper towels (case)	12		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$18.95	**$227.40**	$23.24	**$278.88**	$18.87	**$226.44**	$22.53	**$270.36**		**$0.00**
Black Can Liners 40x46 (case of 100)	8		**$0.00**		**$0.00**	$11.98	**$95.84**		**$0.00**	$19.55	**$156.40**	$17.15	**$137.20**	$26.51	**$212.08**	$15.71	**$125.68**		**$0.00**
J-cups (case of 1000)	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$21.75	**$21.75**	$24.79	**$24.79**	$18.96	**$18.96**	$24.21	**$24.21**		**$0.00**
Tork Hand towell Roll for Dispensers (case)	2		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$45.15	**$90.30**	$48.80	**$97.60**	$22.68	**$45.36**	$33.50	**$67.00**		**$0.00**
32" Smart 720P LED Television	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Hilco Lube (case)	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$56.95	**$56.95**	$99.00	**$99.00**
Hilco Lube wipes (case)	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$112.00	**$112.00**
Antibacterial Foaming Soap for Dispencer (case)	1		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**	$42.24	**$42.24**	$38.40	**$38.40**		**$0.00**		**$0.00**
Laundry Bag 24x30 Sliplock, White (dozen)	1	$25.70	**$25.70**		**$0.00**		**$0.00**	$28.90	**$28.90**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, White TriStitch, Size Small	2	$4.50	**$9.00**		**$0.00**		**$0.00**	$5.54	**$11.08**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, White TriStitch, Size Medium	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$5.54	**$22.16**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, White TriStitch, Size Large	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$5.54	**$22.16**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, White TriStitch, Size XL	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$5.54	**$22.16**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, White TriStitch, Size 2XL	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$5.54	**$22.16**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**

9.041 Inmate Goods and Cleaning Supplies I

Office of Purchasing Bid Tabulation

DESCRIPTION	Estimated Monthly Quantity	Bob Barker Company, INC.		D/B/A Pride Enterprises		Interboro Packaging Corporation		Charm-Tex		Merchants Paper Company, INC.		Dees Paper Company, INC.		Supreme Paper Supplies, LLC		D/B/A PR Chemical and Paper Supply		Hill Manufacturing Company, INC.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Shirt, White TriStitch, Size 3XL	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$5.90	**$23.60**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, White TriStitch, Size 4XL	4	$4.50	**$18.00**		**$0.00**		**$0.00**	$6.18	**$24.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Shirt, White TriStitch, Size 5XL	2	$4.50	**$9.00**		**$0.00**		**$0.00**	$6.54	**$13.08**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, White TriStitch, Size XL	4	$5.60	**$22.40**		**$0.00**		**$0.00**	$6.18	**$24.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, White TriStitch, Size 2XL	4	$5.60	**$22.40**		**$0.00**		**$0.00**	$6.18	**$24.72**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, White TriStitch, Size 3XL	4	$5.60	**$22.40**		**$0.00**		**$0.00**	$6.36	**$25.44**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Trousers, White TriStitch, Size 4XL	4	$5.60	**$22.40**		**$0.00**		**$0.00**	$6.72	**$26.88**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan	20		**$0.00**	$17.53	**$350.60**		**$0.00**		**$0.00**		**$0.00**	$25.85	**$517.00**	$27.58	**$551.60**	$36.79	**$735.80**	$14.95	**$299.00**
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan	3		**$0.00**	$30.99	**$92.97**		**$0.00**		**$0.00**		**$0.00**	$37.29	**$111.87**	$123.22	**$369.66**	$67.34	**$202.02**	$17.80	**$53.40**
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail	20		**$0.00**	$28.09	**$561.80**		**$0.00**		**$0.00**		**$0.00**	$45.96	**$919.20**	$84.97	**$1,699.40**	$32.33	**$646.60**		**$0.00**
		TOTAL	**$44,844.18**	TOTAL	**$6,070.35**	TOTAL	**$617.20**	TOTAL	**$25,279.30**	TOTAL	**$12,702.97**	TOTAL	**$28,612.41**	TOTAL	**$25,964.26**	TOTAL	**$26,860.36**	TOTAL	**$3,603.40**
Are you willing to offer a discount rate on all other items not listed on the bid for above?			**3% off Catalog, and 5% off of Clothing**				**50%**	Y	5%	Y	**10%**	Y	**10%**	N	**30%**	Y	**15%**	Y	**10%**	Y
If so, what is the offered discount? %																			
Bid Opened By: Jeff Lovingood, Purchasing Coordinator																			

PD 18-19.041 Bid Distribution List

DateAdded	CompanyName	EmailAddress	Subject	EventType
5/6/2019 13:57	Hill Manufacturing	sales@hillmfg.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Bullet Tees	admin@bullettees.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	New Precision Technology LLC d/b/a USI Education & Government Sals	agianacoplos@usi-corp.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	S&H Business Apparel and Footwear	amoore@shuniforms.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Copy Cat Printing LLC	art@copycatpensacola.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	BOTACH INC	barak@botach.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Ferro Regulus Supply Co	bf@pearltransit.org	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	McKesson Medical-Surgical Government Solutions LLC	bid@mckesson.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Henry Schein Inc	biddept@henryschein.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Bob Barker Company Inc	bidnotices@bobbarker.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	ANCHORTEX CORPORATION	bids@anchortex.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Elbeco Inc.	bids@elbeco.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Lawmen's & Shooters' Supply Inc.	bids@lawmens.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	PRIDE Enterprises	bids@pride-enterprises.org	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	QuadMed	bids@quadmed.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	TAB Products Co LLC	bidsus@tab.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	BI Incorporated	bidsvcs@bi.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Spiewak	bill@spiewak.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	GALLS	blevins-leniece@galls.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Synergy Recycling LLC	blong@synergyrecycling.org	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Office Solutions & Innovations	brandie@osi4biz.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	The Firefighting Depot	brett@thefirefightingdepot.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Compressed Air Suppliers LLC	brian@compressedairsuppliers.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Unipak Corp.	brian@unipakcorp.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	PR CHEMICAL AND PAPER SUPPLY	brianv@pr-supply.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	QuadMed	Brittany@Quadmed.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Kellwell Food Management	cdavis@kellwell.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Supreme Paper	charles@supreme-paper.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Coastal Machinery Co.	chris@coastalmachinery.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Zoghby's Uniforms	christine@zoghbyuniforms.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Cintas	clarkkr@cintas.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Medical Equipment Sales Inc.	contracts@sunsurgical.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Unipak Corp.	customercare@unipakcorp.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	The Supply Room Inc	cvalachi@srmail.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Ad-Wear & Specialty of Texas Inc.	David@Adweartex.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Court Alternatives Inc.	davidmrothbart@gmail.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	GALLS	DEVAULT-BILLY@GALLS.COM	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Dees Paper Company	drew@deespaperco.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Cintas Corporation	dunnec@cintas.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Riverbend Enterprises Inc.	eastbayengraving@gmail.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Eastern Shore Shoe Hospital	esshoehospital@aol.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Inmate Calling Solutions LLC	ggiminski@icsolutions.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	FLORIDA BULLET INC.	gov@floridabullet.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered

PD 18-19.041 Bid Distribution List

DateAdded	CompanyName	EmailAddress	Subject	EventType
5/6/2019 13:58	Medline Industries Inc.	govbids@medline.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Performance Safety Group I LP	govt@psggear.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Construction Bid Source	hannah@constructionbidsource.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Merchants Paper Company	harry@merchantsppr.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	argo uniforms	horenstein@argouniform.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Airware Inc.	Hynds57@airwareinc.us	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Ideas In Motion Specialty Advertising Inc.	ideasinmotionadvertising@gmail.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Hill Manufacturing Co. Inc.	jack@hillmfg.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Precision Signs of Tallahassee Inc.	jacob@precisionsignsonline.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Jays Clownfish	jaysclownfish@gmail.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	All American Poly	jd@allampoly.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	NAFECO	jessica.franks@nafeco.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	ACE Hardware of Gulf Breeze	JPOOLEACE3245@GMAIL.COM	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Concordance Healthcare Solutions LLC	jrudd@concordancehs.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Concordance Healthcare Solutions LLC	jstrange@concordancehs.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	National Art & School Supplies Inc.	judy@nationalartsupplies.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	ATI NAPA	kborn@atinapa.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Ad-Wear & Specialty of Texas Inc.	Kim@adweartex.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	maintenance supply specialist inc	laura@mss4u.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	NATIONAL ART & SCHOOL SUPPLIES INC.	levy@nationalartsupplies.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Transit Designs	lisbeth@transitdesigns.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Medline Industries Inc.	LMcGovern@medline.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Airware Inc.	lucinda@airwareinc.us	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Anixter Power Solutions	mark.davenport@anixter.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Municipal Emergengy Services - MES	mcaffey@mesfire.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Dana Safety Supply	mcowart@danasafetysupply.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Precision Signs of Tallahassee Inc.	melinda@precisionsignsonline.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	ARAMARK UNIFORM SERVICE	metzger-tim@aramark.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Carpet Creations Inc.	mike@carpetcreations.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	empire builders	mike@empirebuildersgroup.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	At Work Sales Corporation	mikesaulters@libertylinen.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Anchortex	mmurphy@anchortex.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Titus Commercial Laundry	pamela@tituscommercial.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Peoples Janitorial Supplies	pat@peoplessupplies.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Superior Product Solutions LLC.	patty@supprods.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Construction Bid Source	pearl@constructionbidsource.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Authentic Promotions.com	peter@authenticpromotions.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	The Firefighting Depot	peter@thefirefightingdepot.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Blauer Mfg	pporter@blauer.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	PR CHEMICAL AND PAPER SUPPLY	president@pr-supply.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Cleanex LLC	r.garcia@cleanexsolutions.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	At Work Sales Corporation	randybolton@atworkuniforms.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered

PD 18-19.041 Bid Distribution List

DateAdded	CompanyName	EmailAddress	Subject	EventType
5/6/2019 13:58	Inmate Calling Solutions LLC	rfp@icsolutions.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Office Solutions & Innovations	rick@osi4biz.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Titus Commercial Laundry	robert@tituscommercial.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Primary Logic Controls	rrobertson@primarylogiccontrols.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Agathos Laboratories Inc.	sales@agathoslabs.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	LEX Apparel	sales@lexapparel.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Peoples Janitorial Supplies	sales@peoplessupplies.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Henry Schein	scott.bruner@henryschein.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Merchants Paper Company	scottbrown@merchantsppr.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	VendEngine	sdeane@vendengine.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Kemper Industries	sean@kemperindustries.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	argo uniforms	sevans@argouniform.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Global Tel Link	silvio.tassotti@gtl.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Henry Schein	steve.ray@henryschein.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Fabriclean Supply	stevet@fabricleansupply.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	People's Janitorial	terry@peoplessupplies.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Boot Barn	tfarrell@bootbarn.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Coastal Machinery Co.	tim@coastalmachinery.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Vision Management Inc.	visionmanagementinc@gmail.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	All American Poly	zeke@allampoly.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/6/2019 13:58	Acuity Specialty Products INC. d/b/a Zep Sales and Service	zepbids@zep.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Innova LLC	admin@byinnova.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Groupo GTE	admin@thinkgte.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Gator Grafix Inc.	billy@gatorgrafix.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Blue Line Innovations LLC	cathie@goblueline.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Galls LLC.	Cummins-Daniel@Galls.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Office Equipment Company	eperry@oecbi.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Clearwater Distribution	gulfstar@tampabay.rr.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Break-Thru Solutions Janitorial Supply	gwebb@btsjanitorialsupply.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Interboro Packaging Corp.	interboro@frontiernet.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	A ONE FIRE EQUIPMENT INC	joanne.langton@aonefire.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	BT Supplies West	joshua@btsupplies.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Blue Line Innovations LLC	Lea@goblueline.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Biosolids Distribution Services LLC	lstrelow@schwingbioset.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Supreme Paper	lynn@supreme-paper.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Designlab Inc.	mattpmoller@yahoo.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Supreme Paper	ray@supreme-paper.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:02	Office Equipment Company	tbramlett@oecbi.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:03	Kemper Solutions LLC	sean@kempersolutions.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
5/22/2019 16:03	BT Supplies West	steven@btsupplieslv.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/3/2019 12:46	CELL STAFF LLC	bids@cellstaff.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/3/2019 12:46	Interboro Packaging Corporation	interboro2@frontiernet.net	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/3/2019 12:46	Charm-Tex	kaily@charm-tex.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/3/2019 12:46	Uniforms Manufacturing Inc	larry@umidirect.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/3/2019 12:46	Phoenix Promotional Products LLC	phoenixpromotionalproducts@gmail.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/3/2019 12:46	Charm Tex	stan@charm-tex.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/3/2019 12:46	GT Distributors INC	txbids@gtdist.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered
6/4/2019 12:07	Uniforms Manufacturing Inc	sales@umidirect.com	Escambia County - PD 18-19.041 Inmate Goods and Cleaning Supplies	delivered

PD 18-19.041 Bid Analytics

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
5/8/2019 15:23	ACE Hardware of Gulf Breeze	John	Poole	JPOOLEACE3245@GMAIL.COM	Viewed	None
5/8/2019 15:23	ACE Hardware of Gulf Breeze	John	Poole	JPOOLEACE3245@GMAIL.COM	Downloaded	None
5/28/2019 9:51	Acuity Specialty Products INC. d/b/a Zep Sales and Service	Maureena	Fabien-Watson	zepbids@zep.com	Viewed	None
5/28/2019 9:51	Acuity Specialty Products INC. d/b/a Zep Sales and Service	Maureena	Fabien-Watson	zepbids@zep.com	Downloaded	None
6/14/2019 12:14	All American Poly	Zeke	Rosenwasser	jd@allampoly.com	Viewed	None
6/14/2019 12:14	All American Poly	Zeke	Rosenwasser	zeke@allampoly.com	Viewed	None
6/14/2019 12:14	All American Poly	Zeke	Rosenwasser	jd@allampoly.com	Downloaded	None
6/14/2019 12:14	All American Poly	Zeke	Rosenwasser	zeke@allampoly.com	Downloaded	None
6/5/2019 15:02	ATI NAPA	KEVIN	BORN	kborn@atinapa.com	Viewed	None
6/5/2019 15:03	ATI NAPA	KEVIN	BORN	kborn@atinapa.com	Downloaded	None
5/23/2019 12:55	Betco	Michael	Betz	mbetz@betco.com	Viewed	None
5/7/2019 18:16	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Viewed	None
5/7/2019 18:16	Bluebook Network Building & Construction	Project	Leads	projectleads@mail.thebluebook.com	Viewed	None
6/14/2019 13:35	Bob Barker Company Inc	Irene	Watson	bidnotices@bobbarker.com	Viewed	None
6/14/2019 13:37	Bob Barker Company Inc	Irene	Watson	bidnotices@bobbarker.com	Downloaded	None
5/7/2019 13:51	Break-Thru Solutions Janitorial Supply	Gail	Webb	gwebb@btsjanitorialsupply.com	Viewed	Minority Owned
5/7/2019 13:52	Break-Thru Solutions Janitorial Supply	Gail	Webb	gwebb@btsjanitorialsupply.com	Downloaded	Minority Owned
5/16/2019 16:44	BT Supplies West	Joshua	Flanders	joshua@btsupplies.com	Viewed	None
5/16/2019 16:44	BT Supplies West	Steven	Odzer	steven@btsupplieslv.com	Viewed	None
5/16/2019 16:44	BT Supplies West	Joshua	Flanders	joshua@btsupplies.com	Downloaded	None
5/16/2019 16:44	BT Supplies West	Steven	Odzer	steven@btsupplieslv.com	Downloaded	None
6/19/2019 13:09	Charm-Tex	Kaily	Kellner	kaily@charm-tex.com	Viewed	WOSB (Woman Owned Small Business)
6/19/2019 13:09	Charm-Tex	Stan	Danzger	stan@charm-tex.com	Viewed	WOSB (Woman Owned Small Business)
6/19/2019 13:10	Charm-Tex	Kaily	Kellner	kaily@charm-tex.com	Downloaded	WOSB (Woman Owned Small Business)
6/19/2019 13:10	Charm-Tex	Stan	Danzger	stan@charm-tex.com	Downloaded	WOSB (Woman Owned Small Business)
5/24/2019 12:53	Clearwater Distribution	Nicholas	Jury	gulfstar@tampabay.rr.com	Viewed	None
5/24/2019 12:53	Clearwater Distribution	Nicholas	Jury	gulfstar@tampabay.rr.com	Downloaded	None
5/28/2019 6:21	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
5/9/2019 12:46	D.R.E.A.M Youth Development Inc.	Tawanna	Lewis	tawannalewis79@gmail.com	Viewed	Minority Owned;WOSB (Woman Owned Small Business)
6/14/2019 12:07	Dees Paper Company	Drew	Specht	drew@deespaperco.com	Viewed	None
6/14/2019 12:07	Dees Paper Company	Drew	Specht	drew@deespaperco.com	Downloaded	None
6/4/2019 6:37	DH and Company	Dara	Harsh	daraharsh@gmail.com	Viewed	None
6/4/2019 6:37	DH and Company	Dara	Harsh	daraharsh@gmail.com	Downloaded	None
5/8/2019 13:51	Dodge Data & Analytics	Dodge	Reports	dodge.bidding@construction.com	Viewed	None
7/5/2019 8:04	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
5/20/2019 21:12	Eternity Lawncare LLC	Jeff	Wilson	eternitylawncare@yahoo.com	Viewed	None
5/21/2019 12:58	Fabriclean Supply	Steve	Taylor	stevet@fabricleansupply.com	Downloaded	WOSB (Woman Owned Small Business);VOSB (Veteran Owned Small Business)
6/17/2019 9:22	Fabriclean Supply	Steve	Taylor	stevet@fabricleansupply.com	Viewed	WOSB (Woman Owned Small Business);VOSB (Veteran Owned Small Business)
5/8/2019 9:26	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
5/8/2019 9:27	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
5/17/2019 9:27	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
5/7/2019 13:05	GALLS	BILLY	DEVAULT	DEVAULT-BILLY@GALLS.COM	Viewed	None
5/7/2019 13:05	GALLS	LENIECE	BLEVINS	blevins-leniece@galls.com	Viewed	None
5/7/2019 13:05	GALLS	BILLY	DEVAULT	DEVAULT-BILLY@GALLS.COM	Downloaded	None
5/7/2019 13:05	GALLS	LENIECE	BLEVINS	blevins-leniece@galls.com	Downloaded	None
5/10/2019 10:44	Groupo GTE	Gregg	Taylor	admin@thinkgte.com	Viewed	Minority Owned
5/10/2019 10:44	Groupo GTE	Gregg	Taylor	admin@thinkgte.com	Downloaded	Minority Owned
5/17/2019 8:28	Gulf Coast Environmental Contractors Inc.	Scott	Hayes	scott@gcecinc.com	Viewed	WOSB (Woman Owned Small Business)
5/17/2019 8:28	Gulf Coast Environmental Contractors Inc.	Tracy	Hayes	tracy@gcecinc.com	Viewed	WOSB (Woman Owned Small Business)
6/14/2019 13:38	Hill Manufacturing Co. Inc.	Jack	Hillman	jack@hillmfg.com	Viewed	None
6/14/2019 13:38	Hill Manufacturing Co. Inc.	Jack	Hillman	jack@hillmfg.com	Downloaded	None
5/7/2019 1:04	IMS	Dodge		8 dodge8@imsinfo.com	Viewed	None
5/7/2019 1:59	IMS	Lisa	Terranova	lterranova@imsinfo.com	Viewed	None
5/17/2019 18:07	Interboro Packaging Corp.	Abraham	Jeremias	interboro@frontiernet.net	Downloaded	Minority Owned;WOSB (Woman Owned Small Business)
5/31/2019 9:21	Interboro Packaging Corp.	Abraham	Jeremias	interboro@frontiernet.net	Viewed	Minority Owned;WOSB (Woman Owned Small Business)
6/18/2019 12:46	Interboro Packaging Corp.	Abraham	Jeremias	tstein@interboropackaging.com	Viewed	WOSB (Woman Owned Small Business)
6/18/2019 12:49	Interboro Packaging Corp.	Abraham	Jeremias	tstein@interboropackaging.com	Downloaded	WOSB (Woman Owned Small Business)
5/30/2019 13:43	Interboro Packaging Corporation	Abraham	Jeremias	interboro2@frontiernet.net	Downloaded	WOSB (Woman Owned Small Business)
5/30/2019 13:46	Interboro Packaging Corporation	Abraham	Jeremias	interboro2@frontiernet.net	Viewed	WOSB (Woman Owned Small Business)
5/10/2019 21:33	JMS Products LLC	Jim	Jablonski	info@jmsworldwide.com	Viewed	VOSB (Veteran Owned Small Business);SDVOSB (Service Disabled Veteran Owned Small Business)
6/5/2019 10:35	Kemper Solutions LLC	Sean	Kemper	sean@kempersolutions.net	Viewed	None
6/5/2019 10:36	Kemper Solutions LLC	Sean	Kemper	sean@kempersolutions.net	Downloaded	None
5/13/2019 9:48	Lawmen's & Shooters' Supply Inc.	Gail	Walker-Keen	bids@lawmens.net	Viewed	VOSB (Veteran Owned Small Business)

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EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
6/14/2019 12:21	Medical Equipment Sales Inc.	Darrell	Johnson	contracts@sunsurgical.com	Viewed	WOSB (Woman Owned Small Business)
6/14/2019 12:25	Medical Equipment Sales Inc.	Darrell	Johnson	contracts@sunsurgical.com	Downloaded	WOSB (Woman Owned Small Business)
6/27/2019 12:03	Merchants Paper Company	Harry	Collins	harry@merchantsppr.com	Viewed	None
6/27/2019 12:03	Merchants Paper Company	Scott	Brown	scottbrown@merchantsppr.com	Viewed	None
6/27/2019 12:04	Merchants Paper Company	Harry	Collins	harry@merchantsppr.com	Downloaded	None
6/27/2019 12:04	Merchants Paper Company	Scott	Brown	scottbrown@merchantsppr.com	Downloaded	None
5/6/2019 16:11	National Art & School Supplies Inc.	Judy	Heskel	judy@nationalartsupplies.com	Viewed	None
5/6/2019 16:11	National Art & School Supplies Inc.	Levy	Friedman	levy@nationalartsupplies.com	Viewed	None
5/6/2019 16:15	National Art & School Supplies Inc.	Judy	Heskel	judy@nationalartsupplies.com	Downloaded	None
5/6/2019 16:15	National Art & School Supplies Inc.	Levy	Friedman	levy@nationalartsupplies.com	Downloaded	None
5/15/2019 7:03	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
6/14/2019 12:39	Office Solutions & Innovations	Charles B.	Wilkinson	brandie@osi4biz.com	Viewed	None
6/14/2019 12:39	Office Solutions & Innovations	Rick	Wilkinson	rick@osi4biz.com	Viewed	None
6/14/2019 12:48	Office Solutions & Innovations	Charles B.	Wilkinson	brandie@osi4biz.com	Downloaded	None
6/14/2019 12:48	Office Solutions & Innovations	Rick	Wilkinson	rick@osi4biz.com	Downloaded	None
5/7/2019 1:56	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
6/6/2019 3:54	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
6/4/2019 19:19	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
6/5/2019 23:27	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
6/3/2019 13:05	Performance Safety Group I LP	Government	Contracts	govt@psggear.com	Viewed	None
6/3/2019 13:05	Performance Safety Group I LP	Government	Contracts	govt@psggear.com	Downloaded	None
6/17/2019 10:30	PR CHEMICAL AND PAPER SUPPLY	BRIAN	VARNER	brianv@pr-supply.com	Viewed	None
6/17/2019 10:30	PR CHEMICAL AND PAPER SUPPLY	SHAWN	SNYDER	president@pr-supply.com	Viewed	None
6/17/2019 10:32	PR CHEMICAL AND PAPER SUPPLY	BRIAN	VARNER	brianv@pr-supply.com	Downloaded	None
6/17/2019 10:32	PR CHEMICAL AND PAPER SUPPLY	SHAWN	SNYDER	president@pr-supply.com	Downloaded	None
6/14/2019 12:16	PRIDE Enterprises	Jason	Brown	bids@pride-enterprises.org	Viewed	None
6/14/2019 12:18	PRIDE Enterprises	Jason	Brown	bids@pride-enterprises.org	Downloaded	None
5/9/2019 8:17	QuadMed	Brittany	Lovelace	bids@quadmed.com	Viewed	WOSB (Woman Owned Small Business)
5/9/2019 8:17	QuadMed	Brittany	Lovelace	Brittany@Quadmed.com	Viewed	WOSB (Woman Owned Small Business)
5/9/2019 8:17	QuadMed	Brittany	Lovelace	bids@quadmed.com	Downloaded	WOSB (Woman Owned Small Business)
5/9/2019 8:17	QuadMed	Brittany	Lovelace	Brittany@Quadmed.com	Downloaded	WOSB (Woman Owned Small Business)
5/8/2019 4:57	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Downloaded	None
5/28/2019 6:12	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Viewed	None
5/9/2019 5:09	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Downloaded	None
5/20/2019 1:44	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Viewed	None
5/25/2019 21:19	Straight From The Farm	William	Saunders	williamsaunders@straightfromthefarm.com	Downloaded	Minority Owned
5/26/2019 20:27	Straight From The Farm	William	Saunders	williamsaunders@straightfromthefarm.com	Viewed	Minority Owned
5/8/2019 10:41	Sun Aired Bag Co	Maria	Torres	majotorres@sunaired.com	Viewed	None
5/8/2019 10:44	Sun Aired Bag Co	Maria	Torres	majotorres@sunaired.com	Downloaded	None
6/14/2019 11:59	Supreme Paper	Lynn	Wise	lynn@supreme-paper.com	Viewed	None
6/14/2019 11:59	Supreme Paper	Ray	Millet	ray@supreme-paper.com	Viewed	None
6/14/2019 12:01	Supreme Paper	Lynn	Wise	lynn@supreme-paper.com	Downloaded	None
6/14/2019 12:01	Supreme Paper	Ray	Millet	ray@supreme-paper.com	Downloaded	None
6/5/2019 12:27	Tabb Textiles Co. Inc.	Sarah	Cook	tabb@textilegroup.net	Viewed	None
6/5/2019 12:27	Tabb Textiles Co. Inc.	Zachary	Fenster	zach@textilegroup.net	Viewed	None
6/5/2019 12:31	Tabb Textiles Co. Inc.	Sarah	Cook	tabb@textilegroup.net	Downloaded	None
6/5/2019 12:31	Tabb Textiles Co. Inc.	Zachary	Fenster	zach@textilegroup.net	Downloaded	None
5/6/2019 15:01	Titus Commercial Laundry	Pamela	Kitchens	pamela@tituscommercial.com	Viewed	WOSB (Woman Owned Small Business)
5/6/2019 15:01	Titus Commercial Laundry	Robert	Titus	robert@tituscommercial.com	Viewed	WOSB (Woman Owned Small Business)
5/6/2019 15:01	Titus Commercial Laundry	Pamela	Kitchens	pamela@tituscommercial.com	Downloaded	WOSB (Woman Owned Small Business)
5/6/2019 15:01	Titus Commercial Laundry	Robert	Titus	robert@tituscommercial.com	Downloaded	WOSB (Woman Owned Small Business)
6/14/2019 13:17	Uniforms Manufacturing Inc	Susan	Polo	sales@umidirect.com	Viewed	None
6/14/2019 13:25	Uniforms Manufacturing Inc	Susan	Polo	sales@umidirect.com	Downloaded	None
6/14/2019 13:09	Uniforms Manufacturing Inc	Lawrence	Tucker	larry@umidirect.com	Viewed	None
6/14/2019 13:11	Uniforms Manufacturing Inc	Lawrence	Tucker	larry@umidirect.com	Downloaded	None
6/3/2019 16:33	Unipak Corp.	Brian	Marcus	brian@unipakcorp.net	Viewed	None
6/3/2019 16:33	Unipak Corp.	Brian	Marcus	customercare@unipakcorp.net	Viewed	None
6/3/2019 16:34	Unipak Corp.	Brian	Marcus	brian@unipakcorp.net	Downloaded	None
6/3/2019 16:34	Unipak Corp.	Brian	Marcus	customercare@unipakcorp.net	Downloaded	None

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Bob Barker Company, Inc., a for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 56-1558062, whose principal address is 7925 Purfory Road, Fuquay-Varina, NC 27526.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bob Barker Company, Inc
7925 Purfory Road
Fuquay-Carina, NC 27526

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-05-2019

CONTRACTOR: Bob Barker Company, Inc.

ATTEST:

By: _____
Robert J. Barker, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: Robyn Copeland

COMPANY: Bob Barker Company

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: Betsy Copeland

COMPANY: B & B Backer Company

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: Bobby Copeland

COMPANY: Bob Barker Co

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

Escambia County Road Prison (ECRP):	**Price per Screen Print**
Shirt: 2" Screen Print that reads **ECRP**	.52
Pants: 1.5" Screen Print that reads **ECRP**	.52
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	1.04 (.52 each screen)
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	1.04 or (.52 each screen)

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: Betsy Copeland

COMPANY: Bob Barker Co.

JDL

EXHIBIT "B"

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
56-1558062

Terms of Payment
net 30 days

Delivery Date will be 7-30 **days after receipt of purchase order**
* Special Order Uniforms may be longer.

Vendor Name: Bob Barker Company
Address: 7925 Purfoy Rd
City, ST. & Zip: Fuquay Varina, NC 27526
Phone: (919) 753-1654
Toll Free: (800-) 334-9880
Fax: (800) 322-7537

Bid Bond Attached:
$ 5% of Total

Betsy Copeland/Contract Specialist
(Name and Title of Person Authorized to Sign Offer)

* Betsy Copeland
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.

Bid Form

Base Bid Amount TOTAL $ pc 44900.69

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes x **No** ____

If yes, what is the offered discount? 3 % off catalog except clothing = 5% off catalog

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen	SH5490N	33	25.45	839.85
Bed Sheets Brown180 thread count sheets dozen	SH5890BRP	1	41.05	41.05
Bath Towels White 8lb, dozen	BT8	17	17.25	293.25
Washclothes White 12x12, dozen	WC1212	100	1.68	168.00
Jumpsuits Triple Stitch/Dark Green/ Medium	24220-M	12	11.62	139.44
Jumpsuits Triple Stitch/Dark Green/ Large	24220-L	30	11.62	348.60
Jumpsuits Triple Stitch/Dark Green/XL	24220-XL	30	11.62	348.60
Jumpsuits Triple Stitch/Dark Green/2XL	24220-2XL	30	11.62	348.60
Jumpsuits Triple Stitch/Dark Green/3XL	24220-3XL	30	11.62	348.60
JumpsuitsTriple Stitch/Dark Green/4XL	24220-4XL	24	11.62	278.88
Jumpsuits Triple Stitch/Dark Green/6XL	24220-6XL	12	11.62	139.44
Jumpsuits Triple Stitch/Dark Green/8XL	24220-8XL	4	11.62	46.48
Jumpsuits Triple Stitch/Dark Green/10XL	24220-10XL	2	11.62	23.24
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters	personalized	1	.52	.52 per screen
Jumpsuits Triple Stitch/Orange/Medium	OJS-SIZE	2	11.62	23.24
Jumpsuits Triple Stitch/Orange/Large		5	11.62	58.10
Jumpsuits Triple Stitch/Orange/XL		5	11.62	58.10
Jumpsuits Triple Stitch/Orange/2XL		5	11.62	58.10
Jumpsuits Triple Stitch/Orange/3XL		6	11.62	69.72
Jumpsuits Triple Stitch/Orange/4XL		6	11.62	69.72
Jumpsuits Triple Stitch/Orange/6XL		4	11.62	46.48
Jumpsuits Triple Stitch/Orange/8XL		2	11.62	23.24
Jumpsuits Triple Stitch/Orange/10XL		1	11.62	11.62
Jumpsuits Triple Stitch/Red/ Medium	24217-SIZE	1	11.62	11.62

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large	24217-SIZE	2	11.62	23.24
Jumpsuits Triple Stitch/Red/XL		4	11.62	46.48
Jumpsuits Triple Stitch/Red/2XL		6	11.62	69.72
Jumpsuits Triple Stitch/Red/3XL		6	11.62	69.72
Jumpsuits Triple Stitch/Red/4XL		4	11.62	46.48
Jumpsuits Triple Stitch/Red/5XL		2	11.62	23.24
Jumpsuits Triple Stitch/Red/6XL		2	11.62	23.24
Jumpsuits Triple Stitch/Red/8XL		1	11.62	11.62
Jumpsuits Triple Stitch/Red/10XL		1	11.62	11.62
Jumpsuits Triple Stitch Green/White Stripe Medium	GWJ-SIZE	1	11.62	11.62
Jumpsuits Triple Stitch Green/White Stripe Large		2	11.62	23.24
Jumpsuits Triple Stitch Green/White Stripe XL		2	11.62	23.24
Jumpsuits Triple Stitch Green/White Stripe 2XL		3	11.62	34.86
Jumpsuits Triple Stitch Green/White Stripe 3XL		3	11.62	34.86
Jumpsuits Triple Stitch Green/White Stripe 4XL		3	11.62	34.86
Jumpsuits Triple Stitch Green/White Stripe 5XL		2	11.62	23.24
Jumpsuits Triple Stitch Green/White Stripe 6XL		2	11.62	23.24
Jumpsuits Triple Stitch Green/White Stripe 8XL		1	11.62	11.62
Jumpsuits Triple Stitch Green/White Stripe 10XL		1	11.62	11.62
** Shirt Triple Stitch Black/White Stripe/Small	JTBWS-S **	1	4.50	4.50
Shirt Triple Stitch Black/White Stripe/Medium	TBWS-M	2	4.50	9.00
Shirt Triple Stitch Black/White Stripe/Large	TBWS-L	4	4.50	18.00
Shirt Triple Stitch Black/White Stripe/XL	TBWS-XL	8	4.50	36.00
Shirt Triple Stitch Black/White Stripe/2XL	TBWS-XL	8	4.50	36.00

** SPECIAL ORDER/DELIVERY TIME LONGER

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL	TBWS-3XL	8	4.50	36.00
Shirt Triple Stitch Black/White Stripe/4XL	TBWS-4XL	6	4.50	27.00
Shirt Triple Stitch Black/White Stripe/6XL	TBWS-6XL	1	4.50	4.50
Shirt Triple Stitch Black/White Stripe/8XL	TBWS-8XL	1	5.60	5.60
Shirt Triple Stitch Black/White Stripe/10XL	TBWS-10XL	1	5.60	5.60
Shirt Triple Stitch Dark Green Small	JTGWS-S **	2	4.50	9.00
Shirt Triple Stitch Dark Green Medium	TGWS-SIZE	10	4.50	45.00
Shirt Triple Stitch Dark Green Large		10	4.50	45.00
Shirt Triple Stitch Dark Green XL		10	4.50	45.00
Shirt Triple Stitch Dark Green 2XL		6	4.50	27.00
Shirt Triple Stitch Dark Green 3XL		6	4.50	27.00
Shirt Triple Stitch Dark Green 4XL		6	4.50	BE. 27.00
Shirt Triple Stitch Dark Green 6XL	**	2	4.50	9.00
Shirt Triple Stitch Dark Green 8XL	**	1	5.60	5.60
Shirt Triple Stitch Dark Green 10XL	**	1	6.60	5.60
Pants Triple Stitch Black White Stripe/Small	JTBWT-S ** case 6 = 34.80	1	5.80	5.80
Pants Triple Stitch Black/WhiteStripe/Medium	TBWT-SIZE	2	5.80	11.60
Pants Triple Stitch Black/White Stripe/Large		4	5.80	23.20
Pants Triple Stitch Black/White Stripe/XL		8	5.80	46.40
Pants Triple Stitch Black/White Stripe/2XL		8	5.80	46.40
Pants Triple Stitch Black/White Stripe/3XL		8	5.80	46.40
Pants Triple Stitch Black/White Stripe/4XL		6	5.80	34.80
Pants Triple Stitch Black/White Stripe/6XL		1	5.80	5.80
Pants Triple Stitch Black/White Stripe/8XL		1	7.85	7.85
Pants Triple Stitch Black/White Stripe/10XL	**	1	7.85	7.85

**** order by case of 6

** Special order takes longer

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small	TGT-SIZE	2	5.80	11.60
Pants Triple Stitch Dark Green Medium		10	5.80	58.00
Pants Triple Stitch Dark Green Large		10	5.80	58.00
Pants Triple Stitch Dark Green XL		10	5.80	58.00
Pants Triple Stitch Dark Green 2XL		6	5.80	34.80
Pants Triple Stitch Dark Green 3XL		6	5.80	34.80
Pants Triple Stitch Dark Green 4XL		2	5.80	11.60
Pants Triple Stitch Dark Green 6XL		2	5.80	11.60
Pants Triple Stitch Dark Green 8XL		1	7.85	7.85
Pants Triple Stitch Dark Green 10XL		1	7.85	7.85
Pants Triple Stitch Orange Medium	TOT-SIZE	1	5.80	5.80
Pants Triple Stitch Orange Large		2	5.80	11.60
Pants Triple Stitch Orange XL		5	5.80	29.00
Pants Triple Stitch Orange 2XL		5	5.80	29.00
Pants Triple Stitch Orange 3XL		5	5.80	29.00
Pants Triple Stitch Orange 4XL		5	5.80	29.00
Pants Triple Stitch Orange 5XL		5	5.80	29.00
Pants Triple Stitch Orange 6XL		4	5.80	29.00
Pants Triple Stitch Orange 8XL		2	7.85	15.70
Pants Triple Stitch Orange 10XL		1	7.85	7.85
Shirt Triple Stitch Orange Medium	TOS-SIZE	1	4.50	4.50
Shirt Triple Stitchs Orange Large		3	4.50	13.50
Shirt Triple Stitchs Orange XL		3	4.50	13.50
Shirt Triple Stitchs Orange 2XL		3	4.50	13.50
Shirt Triple Stitchs Orange 3XL		3	4.50	13.50

**** order by case of 6

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL	TOS-SIZE	2	4.50	9.00
Shirt Triple Stitchs Orange 6XL	↓	1	4.50	4.50
T Shirt Orange M Dozen	673-SIZE	2	25.60	51.20
T Shirt Orange L Dozen		3	25.60	76.80
T Shirt Orange XL Dozen		3	25.60	76.80
T Shirt Orange 2XL Dozen		3	29.28	87.84
T Shirt Orange 3XL Dozen		3	29.28	87.84
T Shirt Orange 4XL Dozen		2	29.28	58.56
T Shirt Orange 6XL Dozen	↓	1	32.41	32.41
Boxers, Orange Size Small (Dozen)	EBXO-SIZE	1	14.55	14.55
Boxers, Orange Size Medium (Dozen)		3	14.55	43.65
Boxers, Orange Size Large (Dozen)		3	14.55	43.65
Boxers, Orange Size XL (Dozen)		3	14.55	43.65
Boxers, Orange Size 2XL (Dozen)		3	14.55	43.65
Boxers, Orange Size 3XL (Dozen)		1	14.55	14.55
Boxers, Orange Size 4XL (Dozen)		1	14.55	14.55
Boxers, Orange Size 5XL (Dozen)		1	14.55	14.55
Boxers, Orange Size 6XL (Dozen)	↓	1	14.55	14.55
Mattresses 25x74x4	SSPM25754P	80	50.95	4076.00
Baby Shampoo/Gallon	1917	4	58.00	232.00
Thumb Tooth Brushes 72ea/case	TH42	24	4.19	100.56
Toothpaste, Naturemint .085 oz 144ea/case	FM85	12	17.90	214.80
Shampoo and BodyWash .34oz packets 1000ea/case	SBW34	10	76.10	761.00
Vinyl Roll 136 yards (mm	JFABIMP86BG	136 yards	4.15	564.40
Blanket, Cozy, 66x90 15/cs	CZ6690GY	30	80.65	2419.50
Mattress Covers 25x75x4	VMC25724	20	11.18	223.60
Shoe insoles 48/case	INSOLEM-OSHA	100	51.80	5180.00

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7	BB888-SIZE	100	1.54	154.00
Sandal, Tan PVC Slip-on size 9		200	1.54	308.00
Sandal, Tan PVC Slip-on size 11		250	1.54	385.00
Sandal, Tan PVC Slip-on size 13		200	1.54	308.00
Sandal, Tan PVC Slip-on size 15/16		50	1.54	77.00
Translucent unifoot pvc sandal size Small	SACLR-SIZE ~~case of 6~~	100	13.65 dz	1365.00
Translucent unifoot pvc sandal size Medium		200	13.65 dz	2730.00
Translucent unifoot pvc sandal size Large		250	13.65 dz	3412.50
Translucent unifoot pvc sandal size XL		250	13.65 dz	3412.50
Translucent unifoot pvc sandal size 2XL		250	13.65 dz	3412.50
Translucent unifoot pvc sandal size 3XL		150	13.65 dz	2047.50
Panty, White Size 5 12ea	ELBLS-SIZE	2	6.62	13.24
Panty, White Size 6 12ea		2	6.62	13.24
Panty, White Size 7 12ea		2	6.62	13.24
Panty, White Size 8 12ea		2	6.62	13.24
Panty, White Size 9 12ea		2	8.15	16.30
Panty, White Size 10 12ea		2	8.15	16.30
Panty, White Size 11 12ea		1	8.15	8.15
Panty, White Size 12 12ea		1	8.15	8.15
Bra, Sports, gray size 36 12ea	GEBASPLSGSIZE	2	19.92	39.84
Bra, Sports, gray size 38 12ea		2	19.92	39.84
Bra, Sports, gray size 40 12ea		2	19.92	39.84
Bra, Sports, gray size 42 12ea		2	19.92	39.84
Bra, Sports, gray size 44 12ea		2	19.92	39.84
Bra, Sports, gray size 46 12ea		2	19.92	39.84
Bra, Sports, gray size 48 12ea		2	19.92	39.84
Socks, Orange Tube 12ea 15/MC	1700-O	10	5.25	52.50

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea	EVA-OR-SIZE case of 12	1	29.00	29.00
EVA Footwear, Orange size 6 12ea		1	29.00	29.00
EVA Footwear, Orange size 7 12ea		1	29.00	29.00
EVA Footwear, Orange size 8 12ea		1	29.00	29.00
EVA Footwear, Orange size 9 12ea		2	29.00	58.00
EVA Footwear, Orange size 10 12ea		2	29.00	58.00
EVA Footwear, Orange size 11 12ea		2	29.00	58.00
EVA Footwear, Orange size 12 12ea		1	29.00	29.00
EVA Footwear, Orange size 13 12ea		1	29.00	29.00
EVA Footwear, Orange size 14 12ea		1	29.00	29.00
EVA Footwear, Orange size 15 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 5 12ea	EVA-KH-SIZE	1	29.00	29.00
EVA Footwear, Khaki Size 6 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 7 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 8 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 9 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 10 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 11 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 12 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 13 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 14 12ea		1	29.00	29.00
EVA Footwear, Khaki Size 15 12ea		1	29.00	29.00
Isolation/Suicide smock	505	4	63.90	255.60
Isolation/Suicide blanket	SB5480	2	69.90	139.80
Isolation Suicide all-in-one bed	BBSSB	2	184.75	369.50

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7	TGPD-SIZE	4	15.25	61.00
Boot twin gore, BLK 8		4	15.25	61.00
Boot twin gore, BLK 9		4	15.25	61.00
Boot twin gore, BLK 10		6	15.25	91.50
Boot twin gore, BLK 11		6	15.25	91.50
Boot twin gore, BLK 12		4	15.25	61.00
Boot twin gore, BLK 13		2	15.25	30.50
Boot twin gore, BLK 14		1	15.25	15.25
Boot twin gore, BLK 15	not available	1		
Boot, Black, Plain toe size 5	B515D-SIZE	2	20.25	40.50
Boot, Black, Plain toe size 6		2	20.25	40.50
Boot, Black, Plain toe size 7		2	20.25	40.50
Boot, Black, Plain toe size 8		4	20.25	81.00
Boot, Black, Plain toe size 9		4	20.25	81.00
Boot, Black, Plain toe size 10		6	20.25	121.50
Boot, Black, Plain toe size 11		6	20.25	121.50
Boot, Black, Plain toe size 12		6	20.25	121.50
Boot, Black, Plain toe size 13		4	20.25	81.00
Boot, Black, Plain toe size 14		1	21.25	21.25
Boot, Black, Plain toe size 15		1	21.25	21.25
Boot, Black, Plain toe size 16		1	21.25	21.25
Shoe, Orange lowtop canvas size 5	FCNGB21-OR-SIZE	5	5.49	27.45
Shoe, Orange lowtop canvas size 6		5	5.49	27.45
Shoe, Orange lowtop canvas size 7		7	5.49	38.43
Shoe, Orange lowtop canvas size 8		7	5.49	38.43
Shoe, Orange lowtop canvas size 9		4	5.49	21.96
Shoe, Orange lowtop canvas size 10		3	5.49	16.47

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11	FCNF6021-OR-Size	2	5.49	10.98
Shoe, Orange lowtop canvas size 12	↓	2	5.49	10.98
Shoe, Orange lowtop canvas size 13	↓	2	5.49	10.98
Ultra Bath Tissue 2ply 96/case	NB	120		
Junior Jumbo TT Double layer Big Roll 12/1000'	NB	78		
Tissue Junior Jumbo premium Big Roll 12/1000'	NB	6		
40x48 Trash Linens 22 micron	NB	25		
24x33 Trash liners 18 micron	NB	8		
Towel M/F Brown 4000/cs	NB	15		
Spartan Xcelente cleaner 5 gal	NB	15		
Spartan Halt Disinfectant 5 gal	NB	10		
Spartan Laundry detergent 15 gal	NB	6		
Spartan Liquid Alkali 15 gal	NB	6		
Spartan Sour/Softner 15 Gal	NB	4		
Trade Bleach 15 gal	NB	6		
Laundry Cart with shelves 4 swivel casters	NB	4		
EZ Beeze dispenser	NB	6		
EZ Beeze Refill lavender	NBNB	12		
EZ Breeze Refill Apple	NB	12		
Lift-Off Ink Pen Remover 6/case	NB	3		
BullDozer reinforced squeegee 2/case	NB	3		
Absorbent Socks 40/cs	NB	3		
HD Down-Press bucket 35 qt Combo	NB	4		
Wavebrake Downpress Mop bucket 35 qt	NB	2		
Micorfiber green Loop Mop Head	NB	12		
24" Dust Mop Head	NB	8		
60" Dust mop Handle	NB	8		

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml	NB	10		
Kutol Sanitizer 1000ml	NB	10		
Paper Towel Premium 8" 600'6/case	NB	8		
Bleach EPA PureBright 6/case	NB	16		
Fabuloso Cleaner Deodorizer 1 gal	NB	16		
Spartan Consume Enzyme Cleaner	NB	2		
SSS Looped Mop Head Blended XLG	NB	24		
Sparten Sparclean SuperSuds QT 12/CS	NB	1		
Acid Resistant Pump Sprayer 2GL	NBNB	1		
Green Scrub Pad 20/cs	NB	3		
Cord Bound Broom	NB	15		
Brown Roll Towel 8"x800' Starcut	NB	5		
Bag, Zippit 6x8 1000/CS 2 mil	nb	2		
Wiper, White Cotton Rag	NB	4		
Spartan Endurastrip Floor Stripper 5 gal	NB	1		
Spartan Premium Wood Polish 12/CS	NB	12		
Lobby Dust Pan, Long Handle	NB	2		
Spartan Sparclean Supersuds 1/GL	NB	12		
Floor Pad 20" Black	NB	10		
Floor Pad 20" Red	NB	10		
Floor Pad 20" Natural Hair	NB	25		
Gym Wipes Refill Bag 2/1000 per case	NB	4		
Spartan Chlorine Bleach 5/Gal	NB	20		
Vacuum Bag, Tornado 6 qt	NB	5		
Sprayer Trigger 10" Tube	NB	30		
Invader Fiberglass Mop Handle	NB	10		
Bottle, QT newstyle	NB	15		

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS	NB	12		
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl	NB	33		
C-paper bag 1/6 bbl 57 lbs 500 per bundle	NB	8		
Grocery bag husky 20# 500 cs 2/250	NB	4		
8.5x11 white copy paper 5m/cs 10 reams per case	NB	40		
Nabc wipes 6/cs 120/ea 7"x8" wipe size	NB	24		
Soft and Safe blaader control pads 73 per pack/4 packs per case	NB	30		
Beanie, Navy, OSFA, 1 dozen	102SK-NV	1	10.50	10.50
Beanie, Orange, OSFA, 1 dozen	102SK-OR	2	10.50	21.00
Drawers, Unisex Thermal, Medium, 1 dozen	112OR-SIZE	1	34.32	34.32
Drawers, Unisex Thermal, Large, 1 dozen		1	34.32	34.32
Drawers, Unisex Thermal, XL, 1 dozen		1	34.32	34.32
Drawers, Unisex Thermal 2XL, 1 dozen		1	34.32	34.32
Drawers, Unisex Thermal 3XL, 1 dozen		1	35.72	35.72
Drawers, Unisex Thermal 4XL, 1 dozen		1	35.72	35.72
**** Drawers, Unisex Thermal 5XL, 1 dozen C/72	J112OR-SIZE **	1	214.32	214.32
Drawers, Unisex Thermal 6XL, 1 dozen C/72	J112OR-SIZE**	1	214.32	214.32
Drawers, Unisex Thermal 8XL, 1 dozen C/72	J112OR-SIZE	1	214.32	214.32
Thong Shoe, V-Strap, Small, 1 dozen	1800-size	1	6.90	6.90
Thong Shoe, V-Strap, Medium, 1 dozen		1	6.90	6.90
Thong Shoe, V-Strap, Large, 1 dozen		1	6.90	6.90
Thong Shoe, V-Strap, XL, 1 dozen		1	6.90	6.90
Thong Shoe, V-Strap, 2XL, 1 dozen		1	6.90	6.90
Toilet Plunger	nb	1		

The 5xl,6xl and 8xl thermal drawers are sold by case of 72. price above is per DOZEN

**** must or case of 72

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup	nb	1		
Cleaner, GlassGreen, 80 packets	NB	1		
Soap, Unwrap #.5, 1000/case	U1-C	2	35.25	70.50
Boot, Black w/ Composite Toe, Size 7E	B625E-SIZE	1	23.25	23.25
Boot, Black w/ Composite Toe, Size 8E		1	23.25	23.25
Boot, Black w/ Composite Toe, Size 9E		1	23.25	23.25
Boot, Black w/ Composite Toe, Size 10E		3	23.25	69.75
Boot, Black w/ Composite Toe, Size 11E		3	23.25	69.75
Boot, Black w/ Composite Toe, Size 12E		4	23.25	93.00
Boot, Black w/ Composite Toe, Size 13E		3	23.25	69.75
Boot, Black w/ Composite Toe, Size 14D		1	23.25	23.25
Boot, Black w/ Composite Toe, Size 15E		1	23.25	23.25
Shoe, Black, Velcro with Clear Sole, Size 9D	B72D-SIZE	3	15.65	46.95
Shoe, Black, Velcro with Clear Sole, Size 10D		4	15.65	62.60
Shoe, Black, Velcro with Clear Sole, Size 11D		4	15.65	62.60
Shoe, Black, Velcro with Clear Sole, Size 12D		4	15.65	62.60
Shoe, Black, Velcro with Clear Sole, Size 13D		3	15.65	46.95
Toothbrush, 30 Tuft Soft, 144 per case	BB28	3	5.65	16.95
Boxers, White, Size Small (dozen)	EBXLSQ-SIZE	1	12.45	12.45
Boxers, White, Size Medium (dozen)		2	12.45	24.90
Boxers, White, Size Large (dozen)		4	12.45	49.80
Boxers, White, Size XL (dozen)		4	12.45	49.80
Boxers, White, Size 2XL (dozen)		2	12.45	24.90
Boxers, White, Size 3XL (dozen)		1	13.25	13.25
Boxers, White, Size 4XL (dozen)		1	13.25	13.25

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)	BBXLSQ-5XL	1	13.75	13.75
Boxers, White, Size 6XL (dozen)	↓	1	13.75	13.75
Deoderant Stick, .5oz, Alcohol Free, 144 per case	FD-05	4	36.95	147.80
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case	GRTB1000	3	118.00	354.00
Jumpsuit, Orange, Valueline, Size 3XL	OJSN-SIZE	1	139.40 C12	139.40
Jumpsuit, Orange, Valueline, Size 4XL	↓	1	69.72 C6	69.72
Jumpsuit, Orange, Valueline, Size 6XL	↓	1	11.62	11.62
Mattress, Polyester w/ Pillow	SSPM25754P	3	50.95	152.85
Clipper, Fingernail, 24/case	FNC24	1	6.25	6.25
Sandal, SEVA Black, Size Large	SEVA-BK-SIZE	7	2.18	15.26
Sandal, SEVA Black, Size XL	↓	7	2.18	15.26
Sandal, SEVA Black, Size 2XL	↓	4	2.18	8.72
Sandal, SEVA Black, Size 3XL	↓	1	2.18	2.18
Bed Sheets White 180 thread count, 58x90, (dozen) 66X104	SH66104L ***	2	35.76 D12	71.52
Toenail Clippers, Metal (dozen)	TNC12	1	5.89	5.89
Shirt, Navy, Tristitch, Size L	TNS-SIZE	7	4.50	31.50
Shirt, Navy, Tristitch, Size XL	↓	7	4.50	31.50
Shirt, Navy, Tristitch, Size 2XL	↓	7	4.50	31.50
Shirt, Navy, Tristitch, Size 3XL	↓	4	4.50	18.00
Shirt, Navy, Tristitch, Size 4XL	↓	4	4.50	18.00
Shirt, Navy, Tristitch, Size 5XL	↓	2	4.50	9.00
Trousers, Navy TriStitch, Size Small	TNT-SIZE	7 BL	5.80	40.60 BL
Trousers, Navy TriStitch, Size Medium	↓	4 BL	5.80	23.20 BL
Trousers, Navy TriStitch, Size Large	↓	7 BL	5.80	40.60 BL

*** PLEASE NOTE SIZE

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL	TNT-SIZE	7	5.80	40.60
Trousers, Navy TriStitch, Size 3XL		4	5.80	23.20
Trousers, Navy TriStitch, Size 4XL		4	5.80	23.20
Trousers, Navy TriStitch, Size 5XL		2	5.80	11.60
Shirt, Orange, TriStitch, Size 10XL	TOS-SIZE	10	5.60	56.00
Shirt, Orange, TriStitch, Size 9XL		1	5.60	5.60
Shirt, Orange, TriStitch, Size 8XL		1	5.60	5.60
Shirt, Orange, TriStitch, Size 4XL		3	4.50	13.50
Shirt, Orange, TriStitch, Size XL		10	4.50	45.00
Trousers, Orange, TriStitch, Size 2XL	TOT-SIZE	10	5.80	58.00
Trousers, Orange, TriStitch, Size 3XL		7	5.80	40.60
Trousers, Orange, TriStitch, Size 4XL		4	5.80	23.20
Trousers, Orange, TriStitch, Size Small		1	5.80	5.80
Sock, Thermal, Navy, Dozen per package	NB	7		
Liquid Laundry Compound 3, 20 gal drum size	NB	1		
DE-Stain, 20 gal drum size	NB	1		
Fabric Softener, 20 gal drum size	NB	1		
SAN-O-15, 30 gal drum size	NB	1		
Cascades Pro Toilet Tissue (case)	NB	20		
Household paper towels (case)	NB	12		
Black Can Liners 40x46 (case of 100)	NB	8		
J-cups (case of 1000)	NB	1		
Tork Hand towell Roll for Dispensers (case)	NB	2		
32" Smart 720P LED Television	NB NEED MORE SPECS			
Hilco Lube (case)	NB	1		
Hilco Lube wipes (case)	NB	1		

Bob Barker Company, Inc.

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)	NB	1		
Laundry Bag 24x30 Sliplock, White (dozen)	W2430	1	25.70	25.70
Shirt, White TriStitch, Size Small	TWS-SIZE	2	4.50	9.00
Shirt, White TriStitch, Size Medium		4	4.50	18.00
Shirt, White TriStitch, Size Large		4	4.60	18.00
Shirt, White TriStitch, Size XL		4	4.50	18.00
Shirt, White TriStitch, Size 2XL		4	4.50	18.00
Shirt, White TriStitch, Size 3XL		4	4.50	18.00
Shirt, White TriStitch, Size 4XL		4	4.50	18.00
Shirt, White TriStitch, Size 5XL		2	4.50	9.00
Trousers, White TriStitch, Size XL	TWT-SIZE	4	5.60	22.40
Trousers, White TriStitch, Size 2XL		4	5.60	22.40
Trousers, White TriStitch, Size 3XL		4	5.60	22.40
Trousers, White TriStitch, Size 4XL		4	5.60	22.40
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan	NB	20		
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan	NB	3		
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail	NB	20		
			Base Bid Amount TOTAL	

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Charles Neely Corporation, D/B/A PR Chemical and Paper Supply, a for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-3374698, whose principal address is 3435 Dr. Martin Luther King Jr. Drive, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Charles Neely Corporation
3435 Dr. Martin Luther King Jr. Drive
Pensacola, Florida 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-03-2019

CONTRACTOR: Charles Neely Corporation
D/B/A PR Chemical and Paper Supply

ATTEST:

By: _____
Robert S. Snyder, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
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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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
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50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work Summary**

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of 5% of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. **General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. **Business Auto Liability Coverage**

Business auto 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 employee non-ownership use.

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

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. **Endorsements/Additional Insurance**

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Noble - Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature. with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PA Chemical & Paper Supply

JDL

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

escambia

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PA Chemical & Paper Supply

JDL

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PBC Chemical and Paper Supply

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

Escambia County Road Prison (ECRP):		Price per Screen Print
Shirt:	2" Screen Print that reads ECRP	_____
Pants:	1.5" Screen Print that reads ECRP	_____
Jumpsuits:	Front, Left Leg (1.5") & Top Back (2") that reads ECRP	_____
Escambia County Jail:		
Jumpsuits:	Front, Left Leg (4") & Top Back (4") that reads Esc. Co. JAIL	_____

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PB Chemical and Paper Supply

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 59-3374698

Terms of Payment Net 20

Delivery Date will be _____ **days after receipt of purchase order**

Vendor Name: PB Chemical and Paper Supply
Address: 3435 Dr Martin Luther King Jr Dr
City, ST. & Zip: Pensacola FL 32503
Phone: (850) 432-0432
Toll Free: (800) 839-4777
Fax: (850) 434-1931

Bid Bond Attached:
$ 1340.50

Shawn Snyder / President
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

* ***Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid Amount TOTAL $ 26,810.00

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes ✓ **No** _____

If yes, what is the offered discount? 15 **%**

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33		
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb, dozen		17		
Washclothes White 12x12, dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2		
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8		
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2		
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL		3		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100		
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1		
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1		
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4		
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case	MB-PT-WP-962-4-CS	120	26.50	$3180
Junior Jumbo TT Double layer Big Roll 12/1000'	ST-410049-CS	78	20.39	$1590.92
Tissue Junior Jumbo premium Big Roll 12/1000'	ST-410035-CS	6	27.99	$167.94
40x48 Trash Linens 22 micron	REP-N4248222CC-CS	25	22.50	$562.50
24x33 Trash liners 18 micron	REP-N2433060CC-CS	8	17.49	$139.92
Towel M/F Brown 4000/cs	ST-410818-CS	15	14.33	$214.95
Spartan Xcelente cleaner 5 gal	SP-00197-5-PL	15	36.79	$551.85
Spartan Halt Disinfectant 5 gal	SP-1018-5-PL	10	67.34	$673.40
Spartan Laundry detergent 15 gal	SP-7003-15-DC	6	207.14	$1242.84
Spartan Liquid Alkali 15 gal	SP-7016-15-DC	6	148.00	$888
Spartan Sour/Softner 15 Gal	SP-7009-15-DC	4	177.14	$708.56
Trade Bleach 15 gal	AB-Bleach-15-DC	6	55.00	$330
Laundry Cart with shelves 4 swivel casters	IN8592	4	615.00	$2460
EZ Beeze dispenser	RDC-67032-EA	6	5.60	$33.60
EZ Beeze Refill lavender	RDC-67040-EA	12	5.11	$61.32
EZ Breeze Refill Apple	RDC-67037-EA	12	5.11	$61.32
Lift-Off Ink Pen Remover 6/case	MTS40419	3	57.14	$171.42
BullDozer reinforced squeegee 2/case	HG-FP16CD-	3	23.00	$69.00
Absorbent Socks 40/cs	AS-ACS-5	3	166.16	$198.48
HD Down-Press bucket 35 qt Combo	RDC-11003-EA	4	72.94	$291.76
Wavebrake Downpress Mop bucket 35 qt	RCPF675778BYEL	2	129.00	$258.00
Micorfiber green Loop Mop Head	RDC-19051-EA	12	9.99	$119.88
24" Dust Mop Head	RDC-3750-EA	8	2.46	$19.68
60" Dust mop Handle	RDC-37375-EA	8	6.50	$52.00

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS	SP-16076-CS	12	3.33	$39.96
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl	IP-84485-ALL	33	58.36	$1925.88
C-paper bag 1/6 bbl 57 lbs 500 per bundle	RS-80076-BDL	8	37.00	$ 296.00
Grocery bag husky 20# 500 cs 2/250	RS-29820-PK	4	12.95	$ 51.80
8.5x11 white copy paper 5m/cs 10 reams per case	SF-16271660-CS	40	33.75	$1350
Nabc wipes 6/cs 120/ea 7"x8" wipe size	SP-10087-EA	24	7.86	$188.64
ALT. #4 Maxi 936/cs Soft and Safe blaader control pads 73 per pack/4 packs per case	PV94372	30	33.96	$1018.00
	#4 Maxi	6	68.32	$409.92
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger	IP-9200-EA	1	3.75	$3.75

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1		
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case	BOXND125ONP	2	39.95	$79.90
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
15gal 3. ~~20~~ gal drum size	SP-7003-15-DR	1	207.14	$207.14
15 gal DE-Stain, ~~20~~ gal drum size	PA-Bleach-15-DR	1	55.00	$55.00
15 gal Fabric Softener, ~~20~~ gal drum size	SP-7006-15-DR	1	202.49	$202.49
30 gal SAN-O-15, ~~30~~ gal drum size	SP-1018-30-DR	1	404.04	$404.04
Cascades Pro Toilet Tissue (case) Soft del Heart Choice	ST-410810-CS	20	29.83	$596.60
Household paper towels (case)	ST-410132-CS	12	22.53	$270.36
Black Can Liners 40x46 (case of 100)	REP-RP46138-CS	8	15.71	$125.68
J-cups (case of 1000)	Da-8J8-CS	1	24.21	$24.21
Tork Hand towell Roll for Dispensers (case) Brown	MD-880NS-CS	2	33.50	$67.00
32" Smart 720P LED Television		1		
Hilco Lube (case) Spartan Lube-all	SP-16730-CS	1	56.95	$56.95
Hilco Lube wipes (case)		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1		
Boxers, White, Size 6XL (dozen)		1		
Deoderant Stick, .5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1		
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2		
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan	SP-0019-5-~~G~~	20	36.79	$735.80
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan	SP-1018-~~GS~~ 5-PL	3	67.34	$202.02
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail	SP-7004-5-PL	20	32.33	$646.60
			Base Bid Amount TOTAL	$ 26,810.00

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Charm-Tex, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 11-2582405, whose principal address is 1618 Coney Island Ave., Brooklyn, NY 11230.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Mildred Danzger	To: Escambia County
1618 Coney Island Ave.	Attention: County Administrator
Brooklyn, NY 11230	221 Palafox Place, Suite 420
	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 07-05-2019

CONTRACTOR: Charm-Tex, Inc.

ATTEST:

By: _____
Mildred Danzger, President

By: _____
Corporate Secretary
(SEAL)

Date: _____

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: CHEM-TEX

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: CHARM-TEX

JDL

Addendum 2 includes:

- Latex gloves (and similar gloves for those with latex allergies) are to be "extended cuff" gloves.
- Garbage bags are to be either:
  - 40" x 48", 22-micron, clear liners
  - 24" x 33", 6-microns, clear liners
- Lawn can liners Large are currently 1.7 MM thickness.
- Calls for service to machinery/dispensers are to be addressed within 24-hours by a trained service technician capable of repairing a high majority of repair issues, not a field representative who is not trained to repair machinery/dispensers.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: CHARM-TEX

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

Escambia County Road Prison (ECRP):	Price per Screen Print
Shirt: 2" Screen Print that reads **ECRP**	0.36
Pants: 1.5" Screen Print that reads **ECRP**	0.36
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	0.36
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	0.36

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: CHARM-TEX

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 11-2582405

Terms of Payment net 30 days

Delivery Date will be 1-30 **days after receipt of purchase order**

Vendor Name: Charm-Tex
Address: 1618 Coney Island Ave
City, ST. & Zip: Brooklyn NY 11230
Phone: (718) 252-8100
Toll Free: (800) 221-3147
Fax: (718) 258-8303

Bid Bond Attached:

$ 1,263.47

Sean Daniels, V.P. of Sales
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

Bid Form

Base Bid Amount TOTAL $ 25,279.44

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes ✓ **No** _____

If yes, what is the offered discount? 5 **%**

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen	5490W130	33	24.90	821.70
Bed Sheets Brown180 thread count sheets dozen	5890BROWN	1	44.90	44.90
Bath Towels White 8lb. dozen	BT24X858 0E	17	18.18	309.06
Washclothes White 12x12, dozen	WC1212J1.0E	100	1.90	190.-
Jumpsuits Triple Stitch/Dark Green/ Medium	JSGM	12	13.54	162.48
Jumpsuits Triple Stitch/Dark Green/ Large	JSGL	30	13.54	406.20
Jumpsuits Triple Stitch/Dark Green/XL	JSGXL	30	13.54	406.20
Jumpsuits Triple Stitch/Dark Green/2XL	JSG2XL	30	13.54	406.20
Jumpsuits Triple Stitch/Dark Green/3XL	JSG3XL	30	13.72	411.60
JumpsuitsTriple Stitch/Dark Green/4XL	JSG4XL	24	14.54	348.96
Jumpsuits Triple Stitch/Dark Green/6XL	JSG6XL	12	15.18	182.16
Jumpsuits Triple Stitch/Dark Green/8XL	JSG8XL	4	16.18	64.72
Jumpsuits Triple Stitch/Dark Green/10XL	JSG10XL	2	16.90	33.80
Screen Printing for jumpsuits, solid color (Black or White). 6 in Letters	SCREEN J	1	0.36	0.36
Jumpsuits Triple Stitch/Orange/Medium	JORM	2	13.54	27.08
Jumpsuits Triple Stitch/Orange/Large	JORL	5	13.54	67.70
Jumpsuits Triple Stitch/Orange/XL	JORXL	5	13.54	67.70
Jumpsuits Triple Stitch/Orange/2XL	JOR2XL	5	13.54	67.70
Jumpsuits Triple Stitch/Orange/3XL	JOR3XL	6	13.72	82.32
Jumpsuits Triple Stitch/Orange/4XL	JOR4XL	6	14.54	87.24
Jumpsuits Triple Stitch/Orange/6XL	JOR6XL	4	15.18	60.72
Jumpsuits Triple Stitch/Orange/8XL	JOR8XL	2	16.18	32.36
Jumpsuits Triple Stitch/Orange/10XL	JOR10XL	1	16.90	16.90
Jumpsuits Triple Stitch/Red/ Medium	JRDM	1	13.54	13.54

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large	JRDL	2	13.54	27.08
Jumpsuits Triple Stitch/Red/XL	JRDXL	4	13.54	54.16
Jumpsuits Triple Stitch/Red/2XL	JRD2XL	6	13.54	81.24
Jumpsuits Triple Stitch/Red/3XL	JRD3XL	6	13.72	82.32
Jumpsuits Triple Stitch/Red/4XL	JRD4XL	4	14.54	58.16
Jumpsuits Triple Stitch/Red/5XL	JRD5XL	2	14.90	29.80
Jumpsuits Triple Stitch/Red/6XL	JRD6XL	2	15.18	30.36
Jumpsuits Triple Stitch/Red/8XL	JRD8XL	1	16.18	16.18
Jumpsuits Triple Stitch/Red/10XL	JRD10XL	1	16.90	16.90
Jumpsuits Triple Stitch Green/White Stripe Medium	JGRAWM	1	13.54	13.54
Jumpsuits Triple Stitch Green/White Stripe Large	JGRAWL	2	13.54	27.08
Jumpsuits Triple Stitch Green/White Stripe XL	JGRAWXL	2	13.54	27.08
Jumpsuits Triple Stitch Green/White Stripe 2XL	JGRAW2XL	3	13.54	40.62
Jumpsuits Triple Stitch Green/White Stripe 3XL	JGRAW3XL	3	13.72	41.16
Jumpsuits Triple Stitch Green/White Stripe 4XL	JGRAW4XL	3	14.54	43.62
Jumpsuits Triple Stitch Green/White Stripe 5XL	JGRAW5XL	2	14.90	29.80
Jumpsuits Triple Stitch Green/White Stripe 6XL	JGRAW6XL	2	15.18	30.36
Jumpsuits Triple Stitch Green/White Stripe 8XL	JGRAW8XL	1	16.18	16.18
Jumpsuits Triple Stitch Green/White Stripe 10XL	JGRAW10XL	1	16.90	16.90
Shirt Triple Stitch Black/White Stripe/Small	SYSBKAWS	1	5.54	5.54
Shirt Triple Stitch Black/White Stripe/Medium	SYSBKAWM	2	5.54	11.08
Shirt Triple Stitch Black/White Stripe/Large	SYSBKAWL	4	5.54	22.16
Shirt Triple Stitch Black/White Stripe/XL	SYSBKAWXL	8	5.54	44.32
Shirt Triple Stitch Black/White Stripe/2XL	SYSBKAW2XL	8	5.54	44.32

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL	SYSBKAW3XL	8	5.90	47.20
Shirt Triple Stitch Black/White Stripe/4XL	SYSBKAWYXL	6	6.18	37.08
Shirt Triple Stitch Black/White Stripe/6XL	SYSBKAW6XL	1	6.72	6.72
Shirt Triple Stitch Black/White Stripe/8XL	SYSBKAW8XL	1	6.90	6.90
Shirt Triple Stitch Black/White Stripe/10XL	SYSBKAW10XL	1	7.18	7.18
Shirt Triple Stitch Dark Green Small	SSGS	2	5.54	11.08
Shirt Triple Stitch Dark Green Medium	SSGM	10	5.54	55.40
Shirt Triple Stitch Dark Green Large	SSGL	10	5.54	55.40
Shirt Triple Stitch Dark Green XL	SSGXL	10	5.54	55.40
Shirt Triple Stitch Dark Green 2XL	SSG2XL	6	5.54	33.24
Shirt Triple Stitch Dark Green 3XL	SSG3XL	6	5.90	35.40
Shirt Triple Stitch Dark Green 4XL	SSGYXL	6	6.18	37.08
Shirt Triple Stitch Dark Green 6XL	SSG6XL	2	6.72	13.44
Shirt Triple Stitch Dark Green 8XL	SSG8XL	1	6.90	6.90
Shirt Triple Stitch Dark Green 10XL	SSG10XL	1	7.18	7.18
Pants Triple Stitch Black White Stripe/Small	PYSBKAWS	1	6.18	6.18
Pants Triple Stitch Black/WhiteStripe/Medium	PYSBKAWM	2	6.18	12.36
Pants Triple Stitch Black/White Stripe/Large	PYSBKAWL	4	6.18	24.72
Pants Triple Stitch Black/White Stripe/XL	PYSBKAWXL	8	6.18	49.44
Pants Triple Stitch Black/White Stripe/2XL	PYSBKAW2XL	8	6.18	49.44
Pants Triple Stitch Black/White Stripe/3XL	PYSBKAW3XL	8	6.36	50.88
Pants Triple Stitch Black/White Stripe/4XL	PYSBKAWYXL	6	6.72	40.32
Pants Triple Stitch Black/White Stripe/6XL	PYSBKAW6XL	1	7.18	7.18
Pants Triple Stitch Black/White Stripe/8XL	PYSBKAW8XL	1	7.54	7.54
Pants Triple Stitch Black/White Stripe/10XL	PYSBKAW10XL	1	7.90	7.90

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small	PSGS	2	6.18	12.36
Pants Triple Stitch Dark Green Medium	PSGM	10	6.18	61.80
Pants Triple Stitch Dark Green Large	PSGL	10	6.18	61.80
Pants Triple Stitch Dark Green XL	PSGXL	10	6.18	61.80
Pants Triple Stitch Dark Green 2XL	PSG2XL	6	6.18	37.08
Pants Triple Stitch Dark Green 3XL	PSG3XL	6	6.36	38.16
Pants Triple Stitch Dark Green 4XL	PSG4XL	2	6.72	13.44
Pants Triple Stitch Dark Green 6XL	PSG6XL	2	7.18	14.36
Pants Triple Stitch Dark Green 8XL	PSG8XL	1	7.54	7.54
Pants Triple Stitch Dark Green 10XL	PSG10XL	1	7.90	7.90
Pants Triple Stitch Orange Medium	PORM	1	6.18	6.18
Pants Triple Stitch Orange Large	PORL	2	6.18	12.36
Pants Triple Stitch Orange XL	PORXL	5	6.18	30.90
Pants Triple Stitch Orange 2XL	POR2XL	5	6.18	30.90
Pants Triple Stitch Orange 3XL	POR3XL	5	6.36	31.80
Pants Triple Stitch Orange 4XL	POR4XL	5	6.72	33.60
Pants Triple Stitch Orange 5XL	POR5XL	5	6.90	34.50
Pants Triple Stitch Orange 6XL	POR6XL	4	7.18	28.40
Pants Triple Stitch Orange 8XL	POR8XL	2	7.54	15.08
Pants Triple Stitch Orange 10XL	POR10XL	1	7.90	7.90
Shirt Triple Stitch Orange Medium	SORM	1	5.54	5.54
Shirt Triple Stitchs Orange Large	SORL	3	5.54	16.62
Shirt Triple Stitchs Orange XL	SORXL	3	5.54	16.62
Shirt Triple Stitchs Orange 2XL	SOR2XL	3	5.54	16.62
Shirt Triple Stitchs Orange 3XL	SOR3XL	3	5.90	17.70

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL	SORYXL	2	6.18	12.36
Shirt Triple Stitchs Orange 6XL	SOR6XL	1	6.72	6.72
T Shirt Orange M Dozen	TEE-ORM	2	32.90	65.80
T Shirt Orange L Dozen	TEE-ORL	3	32.90	98.70
T Shirt Orange XL Dozen	TEE-ORXL	3	32.90	98.70
T Shirt Orange 2XL Dozen	TEE-OR2XL	3	39.90	119.70
T Shirt Orange 3XL Dozen	TEE-OR3XL	3	43.90	131.70
T Shirt Orange 4XL Dozen	TEE-OR4XL	2	43.90	87.80
T Shirt Orange 6XL Dozen	TEE-OR6XL	1	49.90	49.90
Boxers, Orange Size Small (Dozen)	CL/ORBOXS	1	15.54	15.54
Boxers, Orange Size Medium (Dozen)	CL/ORBOXM	3	15.54	46.62
Boxers, Orange Size Large (Dozen)	CL/ORBOXL	3	15.54	46.62
Boxers, Orange Size XL (Dozen)	CL/ORBOXXL	3	15.54	46.62
Boxers, Orange Size 2XL (Dozen)	CL/ORBOX2XL	3	15.54	46.62
Boxers, Orange Size 3XL (Dozen)	CL/ORBOX3XL	1	15.90	15.90
Boxers, Orange Size 4XL (Dozen)	CL/ORBOX4XL	1	16.54	16.54
Boxers, Orange Size 5XL (Dozen)	CL/ORBOX5XL	1	16.90	16.90
Boxers, Orange Size 6XL (Dozen)	CL/ORBOX6XL	1	17.54	17.54
Mattresses 25x74x4	MT/MDNSD575Y	80	35.90	2,872.00
Baby Shampoo/Gallon	H/BSID8	4	34.90/4	34.90
Thumb Tooth Brushes 72ea/case	H/CTTQTB	24	6.54	156.96
Toothpaste, Naturemint .085 oz 144ea/case	H/CTTROOS	12	16.90	202.80
Shampoo and BodyWash .34oz packets 1000ea/case	H/CTSSBO34	10	42.90	429.00
Vinyl Roll ~~136 yards~~ 100 yds	VINYL100	1	490 —	490 —
Blanket, Cozy, 66x90 15/cs	BL/Rimbell	30	5.54	166.20
Mattress Covers 25x75x4	MC/DSS56TWL	20	5.36	107.20
Shoe insoles 48/case	F/INSERT	100	5.90	590.00

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7	F/SHOWER BRO7	100	1.90	190.-
Sandal, Tan PVC Slip-on size 9	F/SHOWER BRO9	200	1.90	380-
Sandal, Tan PVC Slip-on size 11	F/SHOWER BR11	250	1.90	475-
Sandal, Tan PVC Slip-on size 13	F/SHOWER BR13	200	1.90	380-
Sandal, Tan PVC Slip-on size 15/16	F/SHOWER BR15	50	1.90	95-
Translucent unifoot pvc sandal size Small	F/UNI S	100	2.72	272.-
Translucent unifoot pvc sandal size Medium	F/UNI M	200	2.72	544-
Translucent unifoot pvc sandal size Large	F/UNI L	250	2.72	680-
Translucent unifoot pvc sandal size XL	F/UNI XL	250	2.72	680-
Translucent unifoot pvc sandal size 2XL	F/UNI 2XL	250	2.72	680-
Translucent unifoot pvc sandal size 3XL	F/UNI 3XL	150	2.72	408-
Panty, White Size 5 12ea	CL/PANT	2	7.90 /D2	15.80
Panty, White Size 6 12ea	CL/PANT	2	7.90 /D2	15.80
Panty, White Size 7 12ea		2	7.90 /D2	15.80
Panty, White Size 8 12ea		2	7.90 /D2	15.80
Panty, White Size 9 12ea		2	8.90 /D2	17.80
Panty, White Size 10 12ea		2	8.90 /D2	17.80
Panty, White Size 11 12ea		1	8.90 /D2	8.90
Panty, White Size 12 12ea		1	8.90 /D2	8.90
Bra, Sports, gray size 36 12ea	CL/BRS36G	2	25.90 /D2	51.80
Bra, Sports, gray size 38 12ea		2	25.90 /D2	51.80
Bra, Sports, gray size 40 12ea		2	25.90 /D2	51.80
Bra, Sports, gray size 42 12ea		2	25.90 /D2	51.80
Bra, Sports, gray size 44 12ea		2	25.90 /D2	51.80
Bra, Sports, gray size 46 12ea		2	25.90 /D2	51.80
Bra, Sports, gray size 48 12ea		2	25.90 /D2	51.80
Socks, Orange Tube 12ea 15/MC	SCL/TUBEOR	10	6.90 /D2	69.00

Charm-Tex

N/B = No Bid

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea	F/EVA	1	2.90	2.90
EVA Footwear, Orange size 6 12ea		1	2.90	2.90
EVA Footwear, Orange size 7 12ea		1	2.90	2.90
EVA Footwear, Orange size 8 12ea		1	2.90	2.90
EVA Footwear, Orange size 9 12ea		2	2.90	5.80
EVA Footwear, Orange size 10 12ea		2	2.90	5.80
EVA Footwear, Orange size 11 12ea		2	2.90	5.80
EVA Footwear, Orange size 12 12ea		1	2.90	2.90
EVA Footwear, Orange size 13 12ea		1	2.90	2.90
EVA Footwear, Orange size 14 12ea		1	2.90	2.90
EVA Footwear, Orange size 15 12ea		1	2.90	2.90
EVA Footwear, Khaki Size 5 12ea		1	N/B	
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1	N/B	
Isolation/Suicide smock	SM/green	4	64.90	259.60
Isolation/Suicide blanket	BL/green	2	64.90	129.80
Isolation Suicide all-in-one bed	SB/suicide	2	154.90	309.80

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4	N/B	
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1	N/B	
Boot, Black, Plain toe size 5	F/W BPTBK	2	21.90	43.80
Boot, Black, Plain toe size 6		2	21.90	43.80
Boot, Black, Plain toe size 7		2	21.90	43.80
Boot, Black, Plain toe size 8		4	21.90	87.60
Boot, Black, Plain toe size 9		4	21.90	87.60
Boot, Black, Plain toe size 10		6	21.90	131.40
Boot, Black, Plain toe size 11		6	21.90	131.40
Boot, Black, Plain toe size 12		6	21.90	131.40
Boot, Black, Plain toe size 13		4	21.90	87.60
Boot, Black, Plain toe size 14		1	21.90	21.90
Boot, Black, Plain toe size 15		1	21.90	21.90
Boot, Black, Plain toe size 16		1	21.90	21.90
Shoe, Orange lowtop canvas size 5	F/SO-OR	5	3.54	17.70
Shoe, Orange lowtop canvas size 6		5	3.54	17.70
Shoe, Orange lowtop canvas size 7		7	3.54	24.78
Shoe, Orange lowtop canvas size 8		7	3.54	24.78
Shoe, Orange lowtop canvas size 9		4	3.54	14.16
Shoe, Orange lowtop canvas size 10		3	3.54	10.62

Cham-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11	F/SO-OR	2	3.54	7.08
Shoe, Orange lowtop canvas size 12	↓	2	3.54	7.08
Shoe, Orange lowtop canvas size 13	↓	2	3.54	7.08
Ultra Bath Tissue 2ply 96/case	DIS/TOILETTB	120	31.90 /cs.	3828 —
Junior Jumbo TT Double layer Big Roll 12/1000'		78	N/B	
Tissue Junior Jumbo premium Big Roll 12/1000'		6	N/B	
40x48 Trash Linens 22 micron		25	N/B	
24x33 Trash liners 18 micron		8	N/B	
Towel M/F Brown 4000/cs		15	N/B	
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6	N/B	
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml		10	N/B	
Kutol Sanitizer 1000ml		10		
Paper Towel Premium 8" 600'6/case		8		
Bleach EPA PureBright 6/case		16		
Fabuloso Cleaner Deodorizer 1 gal		16		
Spartan Consume Enzyme Cleaner		2		
SSS Looped Mop Head Blended XLG		24		
Sparten Sparclean SuperSuds QT 12/CS		1		
Acid Resistant Pump Sprayer 2GL		1		
Green Scrub Pad 20/cs		3		
Cord Bound Broom		15		
Brown Roll Towel 8"x800' Starcut		5		
Bag, Zippit 6x8 1000/CS 2 mil		2		
Wiper, White Cotton Rag		4		
Spartan Endurastrip Floor Stripper 5 gal		1		
Spartan Premium Wood Polish 12/CS		12		
Lobby Dust Pan, Long Handle		2		
Spartan Sparclean Supersuds 1/GL		12		
Floor Pad 20" Black		10		
Floor Pad 20" Red		10		
Floor Pad 20" Natural Hair		25		
Gym Wipes Refill Bag 2/1000 per case		4		
Spartan Chlorine Bleach 5/Gal		20		
Vacuum Bag, Tornado 6 qt		5		
Sprayer Trigger 10" Tube		30		
Invader Fiberglass Mop Handle		10		
Bottle, QT newstyle		15	N/B	

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12	NB	
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl		33		
C-paper bag 1/6 bbl 57 lbs 500 per bundle		8		
Grocery bag husky 20# 500 cs 2/250		4		
8.5x11 white copy paper 5m/cs 10 reams per case		40		
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24		
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers. Unisex Thermal. Medium, 1 dozen		1		
Drawers, Unisex Thermal. Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger		1	NB	

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1	N/B	
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case		2		
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1	N/B	
Shoe, Black, Velcro with Clear Sole, Size 9D	F/CLEAR BK	3	13.90	41.70
Shoe, Black, Velcro with Clear Sole, Size 10D		4	13.90	55.60
Shoe, Black, Velcro with Clear Sole, Size 11D		4	13.90	55.60
Shoe, Black, Velcro with Clear Sole, Size 12D		4	13.90	55.60
Shoe, Black, Velcro with Clear Sole, Size 13D		3	13.90	41.70
Toothbrush, 30 Tuft Soft, 144 per case	H/TB30	3	6.90	20.70
Boxers, White, Size Small (dozen)	CL/BOXERS	1	12.90	12.90
Boxers, White, Size Medium (dozen)		2	12.90	25.80
Boxers, White, Size Large (dozen)		4	12.90	51.60
Boxers, White, Size XL (dozen)		4	12.90	51.60
Boxers, White, Size 2XL (dozen)		2	12.90	25.80
Boxers, White, Size 3XL (dozen)		1	13.90	13.90
Boxers, White, Size 4XL (dozen)		1	13.9	13.90

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)	CL/Boxers	1	14.90	14.90
Boxers, White, Size 6XL (dozen)	↓	1	15.90	15.90
Deoderant Stick, .5oz, Alcohol Free, 144 per case	H/CTSD05	4	36.90	147.60
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case	N/B	3	N/B	
Jumpsuit, Orange, Valueline, Size 3XL	JOR	1	13.72	13.72
Jumpsuit, Orange, Valueline, Size 4XL	↓	1	14.54	14.54
Jumpsuit, Orange, Valueline, Size 6XL	↓	1	15.18	15.18
Mattress, Polyester w/ Pillow	MTPL/DENSE575Y	3	36.90	110.70
Clipper, Fingernail, 24/case	N/B	1	N/B	
Sandal, SEVA Black, Size Large	F/EVA-BK	7	2.90	20.30
Sandal, SEVA Black, Size XL	↓	7	2.90	20.30
Sandal, SEVA Black, Size 2XL	↓	4	2.90	11.60
Sandal, SEVA Black, Size 3XL	↓	1	2.90	2.90
Bed Sheets White 180 thread count, 58x90, (dozen)	5890W180	2	38.90	77.80
Toenail Clippers, Metal (dozen)	N/B	1	N/B	
Shirt, Navy, Tristitch, Size L	SNV	7	5.54	38.78
Shirt, Navy, Tristitch, Size XL	↓	7	5.54	38.78
Shirt, Navy, Tristitch, Size 2XL	↓	7	5.54	38.78
Shirt, Navy, Tristitch, Size 3XL	↓	4	5.90	23.60
Shirt, Navy, Tristitch, Size 4XL	↓	4	6.18	24.72
Shirt, Navy, Tristitch, Size 5XL	↓	2	6.54	13.08
Trousers, Navy TriStitch, Size Small	PNV	7	6.18	43.26
Trousers, Navy TriStitch, Size Medium	↓	4	6.18	24.72
Trousers, Navy TriStitch, Size Large	↓	7	6.18	43.26

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL	PNV	7	6.18	43.26
Trousers, Navy TriStitch, Size 3XL	↓	4	6.36	25.44
Trousers, Navy TriStitch, Size 4XL	↓	4	6.72	26.88
Trousers, Navy TriStitch, Size 5XL	↓	2	6.90	13.80
Shirt, Orange, TriStitch, Size 10XL	SOR	10	7.18	71.80
Shirt, Orange, TriStitch, Size 9XL	↓	1	7.18	7.18
Shirt, Orange, TriStitch, Size 8XL	↓	1	6.90	6.90
Shirt, Orange, TriStitch, Size 4XL	↓	3	6.18	18.54
Shirt, Orange, TriStitch, Size XL	↓	10	5.54	55.40
Trousers, Orange, TriStitch, Size 2XL	POR	10	6.18	61.80
Trousers, Orange, TriStitch, Size 3XL	↓	7	6.36	44.52
Trousers, Orange, TriStitch, Size 4XL	↓	4	6.72	26.88
Trousers, Orange, TriStitch, Size Small	↓	1	6.18	6.18
Sock, Thermal, Navy, Dozen per package	SOC Thermal	7	9.90	69.30
Liquid Laundry Compound 3, 20 gal drum size		1	N/B	
DE-Stain, 20 gal drum size		1	N/B	
Fabric Softener, 20 gal drum size		1	N/B	
SAN-O-15, 30 gal drum size		1	N/B	
Cascades Pro Toilet Tissue (case)		20	N/B	
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)		8		
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1	N/B	

Charm-Tex

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1	N|B	
Laundry Bag 24x30 Sliplock, White (dozen)	APG-SLD3030WT	1	28.10	28.90
Shirt, White TriStitch, Size Small	SWTS	2	5.54	11.08
Shirt, White TriStitch, Size Medium	SWTM	4	5.54	22.16
Shirt, White TriStitch, Size Large		4	5.54	22.16
Shirt, White TriStitch, Size XL		4	5.54	22.16
Shirt, White TriStitch, Size 2XL		4	5.54	22.16
Shirt, White TriStitch, Size 3XL		4	5.90	23.60
Shirt, White TriStitch, Size 4XL		4	6.18	24.72
Shirt, White TriStitch, Size 5XL		2	6.54	13.08
Trousers, White TriStitch, Size XL	PWT	4	6.18	24.72
Trousers, White TriStitch, Size 2XL		4	6.18	24.72
Trousers, White TriStitch, Size 3XL		4	6.36	25.44
Trousers, White TriStitch, Size 4XL		4	6.22	24.88
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan		20	N|B	
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan		3		
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20		
			Base Bid Amount TOTAL	25,279.44

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 5/22/19 Addendum No. 2 Date 6/3/19

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
we are an out of state vendor

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration # _____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project: _____

Person to Contact Concerning This Bid:

Name: Stan Danziger
Phone: (718) 252-8100
E-Mail: stan@charm-tex.com

Person to Contact for Emergency Service:

Name: Stan Danziger
Phone: (718) 252-8100
E-Mail: stan@charm-tex.com

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Dees Paper Company, Inc. a for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 63-0455209, whose principal address is 1551 Azalea Rd., Mobile, AL 36693.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Dee's Paper Company INC
1551 Azalea RD.
Mobile, Alabama 36693

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 07-05-2019

CONTRACTOR: Dees Paper Company, Inc.

ATTEST:

By: _____
Tony Madson, Comptroller

By: _____
Corporate Secretary
(SEAL)

Date: _____

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Dees Paper Co

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
June 6, 2019 at 2:00 PM

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Dees Parts Co

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

		Price per Screen Print
Escambia County Road Prison (ECRP):		
Shirt:	2" Screen Print that reads **ECRP**	N/B
Pants:	1.5" Screen Print that reads **ECRP**	N/B
Jumpsuits:	Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	N/B
Escambia County Jail:		
Jumpsuits:	Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	N/B

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Dees Paper Co

JDL

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 63-0455209

Terms of Payment 1%10 N30

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: DEES PAPER COMPANY INC
Address: 1551 AZALEA RD
City, ST. & Zip: MOBILE AL 36693
Phone: (251) 666 4885
Toll Free: (___) _____
Fax: (251) 666 9206

Bid Bond Attached:

$ 1400.00

Tony Madison / Comptroller
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid Amount TOTAL $ 27,742.29

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes_____ **No** X

If yes, what is the offered discount? _____%

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen	2/3	33	2/3	2/3
Bed Sheets Brown180 thread count sheets dozen	2/3	1	2/3	2/3
Bath Towels White 8lb, dozen	2/3	17	2/3	2/3
Washclothes White 12x12, dozen	2/3	100	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/ Medium	2/3	12	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/ Large	2/3	30	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/XL	2/3	30	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/2XL	2/3	30	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/3XL	2/3	30	2/3	2/3
JumpsuitsTriple Stitch/Dark Green/4XL	2/3	24	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/6XL	2/3	12	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/8XL	2/3	4	2/3	2/3
Jumpsuits Triple Stitch/Dark Green/10XL	2/3	2	2/3	2/3
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters	2/3	1	2/3	2/3
Jumpsuits Triple Stitch/Orange/Medium	2/3	2	2/3	2/3
Jumpsuits Triple Stitch/Orange/Large	2/3	5	2/3	2/3
Jumpsuits Triple Stitch/Orange/XL	2/3	5	2/3	2/3
Jumpsuits Triple Stitch/Orange/2XL	2/3	5	2/3	2/3
Jumpsuits Triple Stitch/Orange/3XL	2/3	6	2/3	2/3
Jumpsuits Triple Stitch/Orange/4XL	2/3	6	2/3	2/3
Jumpsuits Triple Stitch/Orange/6XL	2/3	4	2/3	2/3
Jumpsuits Triple Stitch/Orange/8XL	2/3	2	2/3	2/3
Jumpsuits Triple Stitch/Orange/10XL	2/3	1	2/3	2/3
Jumpsuits Triple Stitch/Red/ Medium	2/3	1	2/3	2/3

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large	2/3	2	2/3	2/3
Jumpsuits Triple Stitch/Red/XL	2/3	4	2/3	2/3
Jumpsuits Triple Stitch/Red/2XL	2/3	6	2/3	2/3
Jumpsuits Triple Stitch/Red/3XL	2/3	6	2/3	2/3
Jumpsuits Triple Stitch/Red/4XL	2/3	4	2/3	2/3
Jumpsuits Triple Stitch/Red/5XL	2/3	2	2/3	2/3
Jumpsuits Triple Stitch/Red/6XL	2/3	2	2/3	2/3
Jumpsuits Triple Stitch/Red/8XL	2/3	1	2/3	2/3
Jumpsuits Triple Stitch/Red/10XL	2/3	1	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe Medium	2/3	1	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe Large	2/3	2	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe XL	2/3	2	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe 2XL	2/3	3	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe 3XL	2/3	3	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe 4XL	2/3	3	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe 5XL	2/3	2	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe 6XL	2/3	2	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe 8XL	2/3	1	2/3	2/3
Jumpsuits Triple Stitch Green/White Stripe 10XL	2/3	1	2/3	2/3
Shirt Triple Stitch Black/White Stripe/Small	2/3	1	2/3	2/3
Shirt Triple Stitch Black/White Stripe/Medium	2/3	2	2/3	2/3
Shirt Triple Stitch Black/White Stripe/Large	2/3	4	2/3	2/3
Shirt Triple Stitch Black/White Stripe/XL	2/3	8	2/3	2/3
Shirt Triple Stitch Black/White Stripe/2XL	2/3	8	2/3	2/3

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL	2/B	8	2/B	2/B
Shirt Triple Stitch Black/White Stripe/4XL	2/B	6	2/B	2/B
Shirt Triple Stitch Black/White Stripe/6XL	2/B	1	2/B	2/B
Shirt Triple Stitch Black/White Stripe/8XL	2/B	1	2/B	2/B
Shirt Triple Stitch Black/White Stripe/10XL	2/B	1	2/B	2/B
Shirt Triple Stitch Dark Green Small	2/B	2	2/B	2/B
Shirt Triple Stitch Dark Green Medium	2/B	10	2/B	2/B
Shirt Triple Stitch Dark Green Large	2/B	10	2/B	2/B
Shirt Triple Stitch Dark Green XL	2/B	10	2/B	2/B
Shirt Triple Stitch Dark Green 2XL	2/B	6	2/B	2/B
Shirt Triple Stitch Dark Green 3XL	2/B	6	2/B	2/B
Shirt Triple Stitch Dark Green 4XL	2/B	6	2/B	2/B
Shirt Triple Stitch Dark Green 6XL	2/B	2	2/B	2/B
Shirt Triple Stitch Dark Green 8XL	2/B	1	2/B	2/B
Shirt Triple Stitch Dark Green 10XL	2/B	1	2/B	2/B
Pants Triple Stitch Black White Stripe/Small	2/B	1	2/B	2/B
Pants Triple Stitch Black/WhiteStripe/Medium	2/B	2	2/B	2/B
Pants Triple Stitch Black/White Stripe/Large	2/B	4	2/B	2/B
Pants Triple Stitch Black/White Stripe/XL	2/B	8	2/B	2/B
Pants Triple Stitch Black/White Stripe/2XL	2/B	8	2/B	2/B
Pants Triple Stitch Black/White Stripe/3XL	2/B	8	2/B	2/B
Pants Triple Stitch Black/White Stripe/4XL	2/B	6	2/B	2/B
Pants Triple Stitch Black/White Stripe/6XL	2/B	1	2/B	2/B
Pants Triple Stitch Black/White Stripe/8XL	2/B	1	2/B	2/B
Pants Triple Stitch Black/White Stripe/10XL	2/B	1	2/B	2/B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small	N/B	2	N/B	N/B
Pants Triple Stitch Dark Green Medium	N/B	10	N/B	N/B
Pants Triple Stitch Dark Green Large	N/B	10	N/B	N/B
Pants Triple Stitch Dark Green XL	N/B	10	N/B	N/B
Pants Triple Stitch Dark Green 2XL	N/B	6	N/B	N/B
Pants Triple Stitch Dark Green 3XL	N/B	6	N/B	N/B
Pants Triple Stitch Dark Green 4XL	N/B	2	N/B	N/B
Pants Triple Stitch Dark Green 6XL	N/B	2	N/B	N/B
Pants Triple Stitch Dark Green 8XL	N/B	1	N/B	N/B
Pants Triple Stitch Dark Green 10XL	N/B	1	N/B	N/B
Pants Triple Stitch Orange Medium	N/B	1	N/B	N/B
Pants Triple Stitch Orange Large	N/B	2	N/B	N/B
Pants Triple Stitch Orange XL	N/B	5	N/B	N/B
Pants Triple Stitch Orange 2XL	N/B	5	N/B	N/B
Pants Triple Stitch Orange 3XL	N/B	5	N/B	N/B
Pants Triple Stitch Orange 4XL	N/B	5	N/B	N/B
Pants Triple Stitch Orange 5XL	N/B	5	N/B	N/B
Pants Triple Stitch Orange 6XL	N/B	4	N/B	N/B
Pants Triple Stitch Orange 8XL	N/B	2	N/B	N/B
Pants Triple Stitch Orange 10XL	N/B	1	N/B	N/B
Shirt Triple Stitch Orange Medium	N/B	1	N/B	N/B
Shirt Triple Stitchs Orange Large	N/B	3	N/B	N/B
Shirt Triple Stitchs Orange XL	N/B	3	N/B	N/B
Shirt Triple Stitchs Orange 2XL	N/B	3	N/B	N/B
Shirt Triple Stitchs Orange 3XL	N/B	3	N/B	N/B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7	N/B	100	N/B	N/B
Sandal, Tan PVC Slip-on size 9	N/B	200	N/B	N/B
Sandal, Tan PVC Slip-on size 11	N/B	250	N/B	N/B
Sandal, Tan PVC Slip-on size 13	N/B	200	N/B	N/B
Sandal, Tan PVC Slip-on size 15/16	N/B	50	N/B	N/B
Translucent unifoot pvc sandal size Small	N/B	100	N/B	N/B
Translucent unifoot pvc sandal size Medium	N/B	200	N/B	N/B
Translucent unifoot pvc sandal size Large	N/B	250	N/B	N/B
Translucent unifoot pvc sandal size XL	N/B	250	N/B	N/B
Translucent unifoot pvc sandal size 2XL	N/B	250	N/B	N/B
Translucent unifoot pvc sandal size 3XL	N/B	150	N/B	N/B
Panty, White Size 5 12ea	N/B	2	N/B	N/B
Panty, White Size 6 12ea	N/B	2	N/B	N/B
Panty, White Size 7 12ea	N/B	2	N/B	N/B
Panty, White Size 8 12ea	N/B	2	N/B	N/B
Panty, White Size 9 12ea	N/B	2	N/B	N/B
Panty, White Size 10 12ea	N/B	2	N/B	N/B
Panty, White Size 11 12ea	N/B	1	N/B	N/B
Panty, White Size 12 12ea	N/B	1	N/B	N/B
Bra, Sports, gray size 36 12ea	N/B	2	N/B	N/B
Bra, Sports, gray size 38 12ea	N/B	2	N/B	N/B
Bra, Sports, gray size 40 12ea	N/B	2	N/B	N/B
Bra, Sports, gray size 42 12ea	N/B	2	N/B	N/B
Bra, Sports, gray size 44 12ea	N/B	2	N/B	N/B
Bra, Sports, gray size 46 12ea	N/B	2	N/B	N/B
Bra, Sports, gray size 48 12ea	N/B	2	N/B	N/B
Socks, Orange Tube 12ea 15/MC	N/B	10	N/B	N/B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea	2/B	1	2/B	2/B
EVA Footwear, Orange size 6 12ea	2/B	1	2/B	2/B
EVA Footwear, Orange size 7 12ea	2/B	1	2/B	2/B
EVA Footwear, Orange size 8 12ea	2/B	1	2/B	2/B
EVA Footwear, Orange size 9 12ea	2/B	2	2/B	2/B
EVA Footwear, Orange size 10 12ea	2/B	2	2/B	2/B
EVA Footwear, Orange size 11 12ea	2/B	2	2/B	2/B
EVA Footwear, Orange size 12 12ea	2/B	1	2/B	2/B
EVA Footwear, Orange size 13 12ea	2/B	1	2/B	2/B
EVA Footwear, Orange size 14 12ea	2/B	1	2/B	2/B
EVA Footwear, Orange size 15 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 5 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 6 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 7 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 8 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 9 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 10 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 11 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 12 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 13 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 14 12ea	2/B	1	2/B	2/B
EVA Footwear, Khaki Size 15 12ea	2/B	1	2/B	2/B
Isolation/Suicide smock	2/B	4	2/B	2/B
Isolation/Suicide blanket	2/B	2	2/B	2/B
Isolation Suicide all-in-one bed	2/B	2	2/B	2/B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7	2/B	4	2/B	2/B
Boot twin gore, BLK 8	2/B	4	2/B	2/B
Boot twin gore, BLK 9	2/B	4	2/B	2/B
Boot twin gore, BLK 10	2/B	6	2/B	2/B
Boot twin gore, BLK 11	2/B	6	2/B	2/B
Boot twin gore, BLK 12	2/B	4	2/B	2/B
Boot twin gore, BLK 13	2/B	2	2/B	2/B
Boot twin gore, BLK 14	2/B	1	2/B	2/B
Boot twin gore, BLK 15	2/B	1	2/B	2/B
Boot, Black, Plain toe size 5	2/B	2	2/B	2/B
Boot, Black, Plain toe size 6	2/B	2	2/B	2/B
Boot, Black, Plain toe size 7	2/B	2	2/B	2/B
Boot, Black, Plain toe size 8	2/B	4	2/B	2/B
Boot, Black, Plain toe size 9	2/B	4	2/B	2/B
Boot, Black, Plain toe size 10	2/B	6	2/B	2/B
Boot, Black, Plain toe size 11	2/B	6	2/B	2/B
Boot, Black, Plain toe size 12	2/B	6	2/B	2/B
Boot, Black, Plain toe size 13	2/B	4	2/B	2/B
Boot, Black, Plain toe size 14	2/B	1	2/B	2/B
Boot, Black, Plain toe size 15	2/B	1	2/B	2/B
Boot, Black, Plain toe size 16	2/B	1	2/B	2/B
Shoe, Orange lowtop canvas size 5	2/B	5	2/B	2/B
Shoe, Orange lowtop canvas size 6	2/B	5	2/B	2/B
Shoe, Orange lowtop canvas size 7	2/B	7	2/B	2/B
Shoe, Orange lowtop canvas size 8	2/B	7	2/B	2/B
Shoe, Orange lowtop canvas size 9	2/B	4	2/B	2/B
Shoe, Orange lowtop canvas size 10	2/B	3	2/B	2/B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11	N/B	2	N/B	N/B
Shoe, Orange lowtop canvas size 12	N/B	2	N/B	N/B
Shoe, Orange lowtop canvas size 13	N/B	2	N/B	N/B
Ultra Bath Tissue 2ply 96/case	LG-BLUE 6145	120	32.03	3843.60
Junior Jumbo TT Double layer Big Roll 12/1000'	SA-442778	78	20.26	1580.28
Tissue Junior Jumbo premium Big Roll 12/1000'	SA-442778	6	20.26	121.56
40x48 Trash Linens 22 micron	HB-2840BLN	25	22.14	553.50
24x33 Trash liners 18 micron	HB-2433BLR	8	20.30	162.40
Towel M/F Brown 4000/cs	NXT-32501O	15	17.75	266.25
Spartan Xcelente cleaner 5 gal	FULLER SO FI-9295	15	25.85	387.75
Spartan Halt Disinfectant 5 gal	FULLER FI-9475	10	37.29	372.90
Spartan Laundry detergent 15 gal	PURITY FI-88115	6	177.90	1067.40
Spartan Liquid Alkali 15 gal	MAX BOOST FI-88015	6	164.39	989.40
Spartan Sour/Softner 15 Gal	SOUR SOFTEE FI-88715	4	168.66	674.64
Trade Bleach 15 gal	N/B	6	N/B	N/B
Laundry Cart with shelves 4 swivel casters	N/B	4	N/B	N/B
EZ Beeze dispenser	BSTCO	6	125.92	125.92
EZ Beeze Refill lavender	BC-442583-CO	12	30.98	371.76
EZ Breeze Refill Apple	N/B	12	N/B	N/B
Lift-Off Ink Pen Remover 6/case	DRY MARKER PG-00055	3	62.51	187.53
BullDozer reinforced squeegee 2/case	N/B	3	N/B	N/B
Absorbent Socks 40/cs	N/B	3	N/B	N/B
HD Down-Press bucket 35 qt Combo	CAT-335-3YW	4	93.82	375.28
Wavebrake Downpress Mop bucket 35 qt	RCP758088YW	2	93.82	187.64
Micorfiber green Loop Mop Head	OD-MLSTLGN	12	10.00	120.00
24" Dust Mop Head	OD-M24SGN	8	5.00	40.00
60" Dust mop Handle	OD-H60BL	8	9.79	78.32

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml	FULLER SAP 30716	10	33.14	331.40
Kutol Sanitizer 1000ml	FULLER SAP 30746	10	34.21	342.10
Paper Towel Premium 8" 600'6/case	GP-26480 1000FT/RL	8	47.50	380.00
Bleach EPA PureBright 6/case	SAN-6000025	16	12.22	195.52
Fabuloso Cleaner Deodorizer 1 gal	FULLER 2050 FX-9291	16	22.50	360.00
Spartan Consume Enzyme Cleaner	SP-3097-05	2	46.98	93.96
SSS Looped Mop Head Blended XLG	DD-40000XLW	24	7.00	168.00
Sparten Sparclean SuperSuds QT 12/CS	ENVY SC-21198900	1	29.94	29.94
Acid Resistant Pump Sprayer 2GL	N/B	1	N/B	N/B
Green Scrub Pad 20/cs	ACS-5520	3	15.56	15.56
Cord Bound Broom	DD-81001	15	8.81	132.15
Brown Roll Towel 8"x800' Starcut	GP-26480 1000FT/RL	5	47.50	237.50
Bag, Zippit 6x8 1000/CS 2 mil	EL-4DF-0608	2	26.16	52.32
Wiper, White Cotton Rag	AW-30-550	4	40.226	161.04
Spartan Endurastrip Floor Stripper 5 gal	FULLER FX-9555	1	40.81	40.81
Spartan Premium Wood Polish 12/CS	FULLER FX-91730	12	35.75	35.75
Lobby Dust Pan, Long Handle	DD-LDP1	2	8.50	17.00
Spartan Sparclean Supersuds 1/GL	ENVY SC-21190400	12	43.84	526.08
Floor Pad 20" Black	ACS-7720	10	15.56	155.60
Floor Pad 20" Red	ACS-5120	10	15.56	155.60
Floor Pad 20" Natural Hair	ACS-3720	25	15.56	389.00
Gym Wipes Refill Bag 2/1000 per case	GS-9115-02	4	102.89	411.56
Spartan Chlorine Bleach 5/Gal	FULLER FX-8845	20	45.96	919.20
Vacuum Bag, Tornado 6 qt	N/B	5	N/B	N/B
Sprayer Trigger 10" Tube	CM-9222 CM-982	30	1.05	31.50
Invader Fiberglass Mop Handle	DD-C8860	10	8.32	83.20
Bottle, QT newstyle	N/B	15	N/B	N/B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS	FULSPARTAN FS-911210	12	44.29	442.90
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl	PROWORKS GL-NT107 BLK	33	98.15	3238.95
C-paper bag 1/6 bbl 57 lbs 500 per bundle	RUG - 110411	8	39.29	314.32
Grocery bag husky 20# 500 cs 2/250	RUG - 100320	4	23.51	94.04
8.5x11 white copy paper 5m/cs 10 reams per case	TR-ORC 81192	40	34.00	1360.00
Nabc wipes 6/cs 120/ea 7"x8" wipe size	GJ-9113-06	24	68.47	1643.28
Soft and Safe blaader control pads 73 per pack/4 packs per case	N/B	30	N/B	N/B
Beanie, Navy, OSFA, 1 dozen	N/B	1	N/B	N/B
Beanie, Orange, OSFA, 1 dozen	N/B	2	N/B	N/B
Drawers, Unisex Thermal, Medium, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal, Large, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal, XL, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal 2XL, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal 3XL, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal 4XL, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal 5XL, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal 6XL, 1 dozen	N/B	1	N/B	N/B
Drawers, Unisex Thermal 8XL, 1 dozen	N/B	1	N/B	N/B
Thong Shoe, V-Strap, Small, 1 dozen	N/B	1	N/B	N/B
Thong Shoe, V-Strap, Medium, 1 dozen	N/B	1	N/B	N/B
Thong Shoe, V-Strap, Large, 1 dozen	N/B	1	N/B	N/B
Thong Shoe, V-Strap, XL, 1 dozen	N/B	1	N/B	N/B
Thong Shoe, V-Strap, 2XL, 1 dozen	N/B	1	N/B	N/B
Toilet Plunger	LG-2005 9201	1	6.00	6.00

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup	2|3	1	2|3	2|3
Cleaner, GlassGreen, 80 packets	2|3	1	2|3	2|3
Soap, Unwrap #.5, 1000/case	2|3	2	2|3	2|3
Boot, Black w/ Composite Toe, Size 7E	2|3	1	2|3	2|3
Boot, Black w/ Composite Toe, Size 8E	2|3	1	2|3	2|3
Boot, Black w/ Composite Toe, Size 9E	2|3	1	2|3	2|3
Boot, Black w/ Composite Toe, Size 10E	2|3	3	2|3	2|3
Boot, Black w/ Composite Toe, Size 11E	2|3	3	2|3	2|3
Boot, Black w/ Composite Toe, Size 12E	2|3	4	2|3	2|3
Boot, Black w/ Composite Toe, Size 13E	2|3	3	2|3	2|3
Boot, Black w/ Composite Toe, Size 14D	2|3	1	2|3	2|3
Boot, Black w/ Composite Toe, Size 15E	2|3	1	2|3	2|3
Shoe, Black, Velcro with Clear Sole, Size 9D	2|3	3	2|3	2|3
Shoe, Black, Velcro with Clear Sole, Size 10D	2|3	4	2|3	2|3
Shoe, Black, Velcro with Clear Sole, Size 11D	2|3	4	2|3	2|3
Shoe, Black, Velcro with Clear Sole, Size 12D	2|3	4	2|3	2|3
Shoe, Black, Velcro with Clear Sole, Size 13D	2|3	3	2|3	2|3
Toothbrush, 30 Tuft Soft, 144 per case	2|3	3	2|3	2|3
Boxers, White, Size Small (dozen)	2|3	1	2|3	2|3
Boxers, White, Size Medium (dozen)	2|3	2	2|3	2|3
Boxers, White, Size Large (dozen)	2|3	4	2|3	2|3
Boxers, White, Size XL (dozen)	2|3	4	2|3	2|3
Boxers, White, Size 2XL (dozen)	2|3	2	2|3	2|3
Boxers, White, Size 3XL (dozen)	2|3	1	2|3	2|3
Boxers, White, Size 4XL (dozen)	2|3	1	2|3	2|3

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)	2|B	1	2|B	2|B
Boxers, White, Size 6XL (dozen)	2|B	1	2|B	2|B
Deoderant Stick, .5oz, Alcohol Free, 144 per case	2|B	4	2|B	2|B
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case	2|B	3	2|B	2|B
Jumpsuit, Orange, Valueline, Size 3XL	2|B	1	2|B	2|B
Jumpsuit, Orange, Valueline, Size 4XL	2|B	1	2|B	2|B
Jumpsuit, Orange, Valueline, Size 6XL	2|B	1	2|B	2|B
Mattress, Polyester w/ Pillow	2|B	3	2|B	2|B
Clipper, Fingernail, 24/case	2|B	1	2|B	2|B
Sandal, SEVA Black, Size Large	2|B	7	2|B	2|B
Sandal, SEVA Black, Size XL	2|B	7	2|B	2|B
Sandal, SEVA Black, Size 2XL	2|B	4	2|B	2|B
Sandal, SEVA Black, Size 3XL	2|B	1	2|B	2|B
Bed Sheets White 180 thread count, 58x90, (dozen)	2|B	2	2|B	2|B
Toenail Clippers, Metal (dozen)	2|B	1	2|B	2|B
Shirt, Navy, Tristitch, Size L	2|B	7	2|B	2|B
Shirt, Navy, Tristitch, Size XL	2|B	7	2|B	2|B
Shirt, Navy, Tristitch, Size 2XL	2|B	7	2|B	2|B
Shirt, Navy, Tristitch, Size 3XL	2|B	4	2|B	2|B
Shirt, Navy, Tristitch, Size 4XL	2|B	4	2|B	2|B
Shirt, Navy, Tristitch, Size 5XL	2|B	2	2|B	2|B
Trousers, Navy TriStitch, Size Small	2|B	7	2|B	2|B
Trousers, Navy TriStitch, Size Medium	2|B	4	2|B	2|B
Trousers, Navy TriStitch, Size Large	2|B	7	2|B	2|B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL	N/B	7	N/B	N/B
Trousers, Navy TriStitch, Size 3XL	N/B	4	N/B	N/B
Trousers, Navy TriStitch, Size 4XL	N/B	4	N/B	N/B
Trousers, Navy TriStitch, Size 5XL	N/B	2	N/B	N/B
Shirt, Orange, TriStitch, Size 10XL	N/B	10	N/B	N/B
Shirt, Orange, TriStitch, Size 9XL	N/B	1	N/B	N/B
Shirt, Orange, TriStitch, Size 8XL	N/B	1	N/B	N/B
Shirt, Orange, TriStitch, Size 4XL	N/B	3	N/B	N/B
Shirt, Orange, TriStitch, Size XL	N/B	10	N/B	N/B
Trousers, Orange, TriStitch, Size 2XL	N/B	10	N/B	N/B
Trousers, Orange, TriStitch, Size 3XL	N/B	7	N/B	N/B
Trousers, Orange, TriStitch, Size 4XL	N/B	4	N/B	N/B
Trousers, Orange, TriStitch, Size Small	N/B	1	N/B	N/B
Sock, Thermal, Navy, Dozen per package	N/B	7	N/B	N/B
Liquid Laundry Compound 3, 20 gal drum size	PURITY ISCL FI-88115	1	177.90	177.90
DE-Stain, 20 gal drum size	FULLER FI-88415	1	121.50	121.50
Fabric Softener, 20 gal drum size	SO-SOFTER FI-88615	1	157.13	157.13
SAN-O-15, 30 gal drum size	FULSAN II FI-94755	1	376.60	376.60
Cascades Pro Toilet Tissue (case)	LG-BUOK 6145	20	32.03	640.60
Household paper towels (case)	NET S24210	12	23.24	278.88
Black Can Liners 40x46 (case of 100)	HB-X8046 SKE	8	17.15	137.20
J-cups (case of 1000)	DC-8J8	1	24.79	24.79
Tork Hand towell Roll for Dispensers (case)	SCA-29088	2	48.80	97.60
32" Smart 720P LED Television	N/B	1	N/B	N/B
Hilco Lube (case)	N/B	1	N/B	N/B
Hilco Lube wipes (case)	N/B	1	N/B	N/B

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)	Fuller FS-SHR30726	1	42.24	42.24
Laundry Bag 24x30 Sliplock, White (dozen)	N/B	1	N/B	N/B
Shirt, White TriStitch, Size Small	N/B	2	N/B	N/B
Shirt, White TriStitch, Size Medium	N/B	4	N/B	N/B
Shirt, White TriStitch, Size Large	N/B	4	N/B	N/B
Shirt, White TriStitch, Size XL	N/B	4	N/B	N/B
Shirt, White TriStitch, Size 2XL	N/B	4	N/B	N/B
Shirt, White TriStitch, Size 3XL	N/B	4	N/B	N/B
Shirt, White TriStitch, Size 4XL	N/B	4	N/B	N/B
Shirt, White TriStitch, Size 5XL	N/B	2	N/B	N/B
Trousers, White TriStitch, Size XL	N/B	4	N/B	N/B
Trousers, White TriStitch, Size 2XL	N/B	4	N/B	N/B
Trousers, White TriStitch, Size 3XL	N/B	4	N/B	N/B
Trousers, White TriStitch, Size 4XL	N/B	4	N/B	N/B
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan	Fuller 080 FS-9295	20	25.85	517.00
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan	Fuller FS-9475	3	37.29	111.87
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail	Fuller Spar FS-8845	20	45.96	919.20
			Base Bid Amount TOTAL	

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Hill Manufacturing Company, Inc., a for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 58-1183922, whose principal address is 1500 Jonesboro Road, S.E., Atlanta, GA 30315.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Hill Manufacturing Company, Inc.
1500 Jonesboro Road, S.E.
Atlanta, Georgia 30315

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____ _____
Janice P. Gilley, County Administrator

Witness: _____ BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-05-2019

CONTRACTOR: Hill Manufacturing Company, Inc.

ATTEST: By: _____
Jack Hillman, Corporate Secretary

Witness: _____ Date: _____

Witness: _____ (SEAL)

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Hill Manufacturing Company Inc.

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Hill Manufacturing Company, Inc

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Hill Manufacturing Co. Inc.

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

Escambia County Road Prison (ECRP):	**Price per Screen Print**
Shirt: 2" Screen Print that reads **ECRP**	_____
Pants: 1.5" Screen Print that reads **ECRP**	_____
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	_____
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	_____

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Hill Manufacturing Company Inc.

JDL

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 58-1183922

Terms of Payment

Delivery Date will be 7 **days after receipt of purchase order**

Vendor Name: Hill Manufacturing Company Inc.
Address: 1500 Jonesboro Road SE
City, ST. & Zip: Atlanta, GA 30315
Phone: (404) 522-8364
Toll Free: (800) 445-5123
Fax: (404) 522-9694

Bid Bond Attached:

$ 5,000

Jack Hillman
(Name and Title of Person Authorized to Sign Offer)

* Jack Hillman
Signature of Person Authorized to Sign Offer
(Original Signature Required)

*** *Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Bid Form

Base Bid Amount TOTAL $ 97,451.60

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes ✓ **No** _____

If yes, what is the offered discount? 10 **%**

Hill's Catalog Price List

#909 BLUE FLASH
Popular non-corrosive All Purpose industrial cleaner. Dilutes up to 1-100.
Slight mint fragrance, medium suds. Blue color
#909-5 (5 GAL PAIL) $19.75 GAL

#15 SAN-Q-15
Quat-based. Dilutes 2 oz/gal of water for a cleaner, deodorizer, fungicide and disinfectant. Kills HIV(Aids). USDA for Food Processing areas.
#15-5 (5 GAL PAIL) $29.95 GAL

#1469 FABRIC SOFTENER CONCENTRATE
Use 1 oz/100 lbs. fabric. Saves money, reduces costs of handling, finishing & stops static. Keeps whites & colors brighter. Reduces drying time.
#1469-20 (20 GAL DRUM) $21.80 GAL

#3061 STRIPPER
Excellent heavy duty stripper similar to Mach 5. Dilutes up to 1-8.
#3061-5 (5 GAL PAIL) $18.00 GAL

#2321 DE-STAIN
Dilute 3-6 ounces/50 pounds of clothes. Chlorine base.
#2321-5 (5 GAL PAIL) $17.00 GAL

#10684 LIQUID LAUNDRY II
Works instantly to remove grease, soils & spots from all types of fabrics.
Controlled sudsing.Rinses completely. Can be used to pre-spot
3-6 oz /50# load. Super concentrated.
Mint fragrance. Thicker. Use as little as
#10684-5 (5 GAL PAIL) $16.75 GAL

#5035 HILCO LUBE
Lubricates, cleans, loosens nuts & bolts, displaces water, non-conducting, prevents corrosion.
#5035 (Dozen) $139.00 DOZ

#3884-100 HILCO LUBE PACKET WIPES
Industrial wipes impregnated with Hilco Lube cleaner/lubricant. Lubricates, protects and cleans tools, landscaping equipment, batteries and drawer glides.
6 cannisters per case. 70 towels per canister (7"x11.5")
#3884-70 (CASE) $125.00 CASE

#6701-421 Mophead Super Duty $145.95 DOZ

#4084-20 Floor pad black strip 20" $45.70 CS

#4085-20 Floor pad red strip 20" $45.70 CS

#4077-20 Floor Pad Natural Hi-Speed 20" $53.75 CS

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33		
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb, dozen		17		
Washclothes White 12x12, dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2		
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8		
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2		
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL	#3884-100 Hilco Lube Wipe	3		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100		
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1		
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1		
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4		
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron		25		
24x33 Trash liners 18 micron		8		
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal	#909 Blue Flash	15	$14.95x5=74.75X15=1,121.25X12=13,455.00	
Spartan Halt Disinfectant 5 gal	#15 San-O 15	10	$17.80x5=$89.00x10=$890.00x12=$10,680.00	
Spartan Laundry detergent 15 gal	#10684 Laundry Detergent	6	$11.25x15=$168.75x6=$1012.50x12=$12,150.00	
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal	#1469 Fabric Softner	4	$14.00x15=$210.00x4=$840.00x12=10,080.00	
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml		10		
Kutol Sanitizer 1000ml		10		
Paper Towel Premium 8" 600'6/case		8		
Bleach EPA PureBright 6/case		16		
Fabuloso Cleaner Deodorizer 1 gal		16		
Spartan Consume Enzyme Cleaner		2		
SSS Looped Mop Head Blended XLG	#6701-421	24	$10.80x24=$259.20	x12=$3,110.00
Sparten Sparclean SuperSuds QT 12/CS		1		
Acid Resistant Pump Sprayer 2GL		1		
Green Scrub Pad 20/cs		3		
Cord Bound Broom		15		
Brown Roll Towel 8"x800' Starcut		5		
Bag, Zippit 6x8 1000/CS 2 mil		2		
Wiper, White Cotton Rag		4		
Spartan Endurastrip Floor Stripper 5 gal	#3061 Stripper	1	$13.25x5=$66.	25x12=$795.00
Spartan Premium Wood Polish 12/CS		12		
Lobby Dust Pan, Long Handle		2		
Spartan Sparclean Supersuds 1/GL		12		
Floor Pad 20" Black	#4084-20	10	$40.70x2=$81.	40x12=$976.80
Floor Pad 20" Red	#4085	10	$40.70x2=$81.4	0x12=$976.80
Floor Pad 20" Natural Hair	#4077-20	25	$48.75x5=$243.	75X12=$2,925.00
Gym Wipes Refill Bag 2/1000 per case		4		
Spartan Chlorine Bleach 5/Gal	#2321 De Stain	20	$9.00x5=$45.00x	20=$900.00x12=$10,800.00
Vacuum Bag, Tornado 6 qt		5		
Sprayer Trigger 10" Tube		30		
Invader Fiberglass Mop Handle		10		
Bottle, QT newstyle		15		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12		
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl		33		
C-paper bag 1/6 bbl 57 lbs 500 per bundle		8		
Grocery bag husky 20# 500 cs 2/250		4		
8.5x11 white copy paper 5m/cs 10 reams per case		40		
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24		
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1		
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case		2		
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1		
Boxers, White, Size 6XL (dozen)		1		
Deoderant Stick, .5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size	#10684 Laundry Detergent	1	$11.25x20=$225.00x12=$2,700.00	
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size	#15 San-O 15	1	$17.80x30=$534.00x12=$6,408.00	
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)		8		
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)	#5035 Hilco Lube	1	$99.00x12=$1,188.00	
Hilco Lube wipes (case)	#3884-100 Hilco Lube Wipes	1	$112.00x12=$1,344.00	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1		
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2		
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan	#909 Blue Flash	20	$14.95x5=74.75X15=1,121.25X12=13,455.00	
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan	#15 San-O 15	3	$17.80x30=$534.00x12=$6,408.00	
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20		
			Base Bid Amount TOTAL	$97,451.60

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

Type text here

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Interboro Packaging Corporation, a for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 11-2633541, whose principal address is 114 Bracken Rd., Montgomery, NY 12549.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Interboro Packaging Corporation
114 Bracken Rd
Montgomery, New York 12549

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-05-2019

CONTRACTOR: Interboro Packaging Corporation

ATTEST:

By: _____
Edith Jeremias, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: InterSave

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Interboro Packaging Corp

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Interboro Packaging Corp

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

Escambia County Road Prison (ECRP):	Price per Screen Print
Shirt: 2" Screen Print that reads ECRP	_____
Pants: 1.5" Screen Print that reads ECRP	_____
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads ECRP	_____
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads Esc. Co. JAIL	_____

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Interboro Packaging Corp

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 11-2633541

Terms of Payment 0% net 30 days

Delivery Date will be 7-10 **days after receipt of purchase order**

Vendor Name: Interboro
Address: 114 Bracken Rd.
City, ST. & Zip: Montgomery, NY 12549
Phone: (845) 782-6600
Toll Free: (___)
Fax: (845) 781-2450

Bid Bond Attached:

$1,000,000.00

Peter Friedman, Secretary
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer
(Original Signature Required)

** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Bid Form

Base Bid Amount TOTAL $ Bid A-$754.40 / Bid B-$680.44 / Bid C-$617.20 Bid D-$587.92 / Bid E-$557.92

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes ✓ **No** ____

If yes, what is the offered discount? 50 %

Bid "A"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron	Mfr: IBS/Capital, 100/Case INT-4048-XXH As Per Sample #1A	25	$16.48/100	$412.00
24x33 Trash liners 18 micron	Mfr: IBS/Capital, 1,000/Case INT-2433-Med As Per Sample #2A	8	$28.82/1,000	$230.56
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Bid "B"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron	Mfr: IBS/Capital, 100/Case INT-4048-XH As Per Sample #1B	25	$15.32/100	$383.00
24x33 Trash liners 18 micron	Mfr: IBS/Capital, 1,000/Case INT-2433-Reg As Per Sample #2B	8	$24.34/1,000	$194.72
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Bid "C"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron	Mfr: IBS/Capital, 100/Case INT-4048-X-Hvy As Per Sample #1C	25	$14.48/100	$362.00
24x33 Trash liners 18 micron	Mfr: IBS/Capital, 1,000/Case INT-2433-R As Per Sample #2C	8	$19.92/1,000	$159.36
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Bid "D"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron	Mfr: IBS/Capital, 100/Case INT-4048-Exh As Per Sample #1D	25	$13.68/100	$342.00
24x33 Trash liners 18 micron	Mfr: IBS/Capital, 1,000/Case INT-2433-R As Per Sample #2C	8	$19.92/1,000	$159.36
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Bid "E"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case		120		
Junior Jumbo TT Double layer Big Roll 12/1000'		78		
Tissue Junior Jumbo premium Big Roll 12/1000'		6		
40x48 Trash Linens 22 micron	Mfr: IBS/Capital, 100/Case INT-4048-Hvy As Per Sample #1E	25	$12.48/100	$312.00
24x33 Trash liners 18 micron	Mfr: IBS/Capital, 1,000/Case INT-2433-R As Per Sample #2C	8	$19.92/1,000	$159.36
Towel M/F Brown 4000/cs		15		
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case		3		
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs		3		
HD Down-Press bucket 35 qt Combo		4		
Wavebrake Downpress Mop bucket 35 qt		2		
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head		8		
60" Dust mop Handle		8		

Bid "A"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)	Mfr: IBS/Capital, 100/Case INT-4048-X-Hvy As Per Sample #3A	8	$13.98/100	$111.84
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Bid "B"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)	Mfr: IBS/Capital, 100/Case INT-4048-Exh As Per Sample #3B	8	$12.84/100	$102.72
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Bid "C"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)	Mfr: IBS/Capital, 100/Case INT-4048-H As Per Sample #3C	8	$11.98/100	$95.84
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Bid "D"

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)		12		
Black Can Liners 40x46 (case of 100)	Mfr: IBS/Capital, 100/Case INT-4048-Med As Per Sample #3D	8	$10.82/100	$86.56
J-cups (case of 1000)		1		
Tork Hand towell Roll for Dispensers (case)		2		
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1		
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2		
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan		20		
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan		3		
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20		
			Base Bid Amount TOTAL	

Bid A $754.40 / Bid B $680.44 / Bid C $617.20 / Bid D $587.92 / Bid E $557.52

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Merchants Paper Company, Inc., a for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-3018836, whose principal address is 1800 Barrancas Ave., Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Merchants Paper Company, INC.
1800 Barrancas Ave.
Pensacola, Florida 32502

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-05-2019

CONTRACTOR: Merchants Paper Company, Inc.

ATTEST:

By: _____
Joseph S. Brown, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Merchants Paper

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Merchants Paper

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

	Price per Screen Print
Escambia County Road Prison (ECRP):	
Shirt: 2" Screen Print that reads **ECRP**	_____
Pants: 1.5" Screen Print that reads **ECRP**	_____
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	_____
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	_____

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Merchants Paper

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
June 6, 2019 at 2:00 PM

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Merchants Paper

JDL

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be 5 **days after receipt of purchase order**

Vendor Name: Merchants Paper Co.
Address: 1800 Barrancas Avenue
City, ST. & Zip: Pensacola FL 32502
Phone: (850) 433-0006
Toll Free: (___) _____
Fax: (850) 433-8783

Bid Bond Attached:

$_____

Scott Brown
(Name and Title of Person Authorized to Sign Offer)

* Scott Brown
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Bid Form

Base Bid Amount TOTAL $_____

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes ✓ **No** _____

If yes, what is the offered discount? 10 **%**

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33		
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb, dozen		17		
Washclothes White 12x12, dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2		
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8		
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2		
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL		3		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100		
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1		
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1		
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4		
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2		
Shoe, Orange lowtop canvas size 12		2		
Shoe, Orange lowtop canvas size 13		2		
Ultra Bath Tissue 2ply 96/case	422109	120	30.35	3642.00
Junior Jumbo TT Double layer Big Roll 12/1000'	JRT002	78	19.70	1536.60
Tissue Junior Jumbo premium Big Roll 12/1000'	JRT002	6	19.70	118.20
40x48 Trash Linens 22 micron	MR 40484MC	25	19.05	476.25
24x33 Trash liners 18 micron	MR 24339MC	8	18.05	144.40
Towel M/F Brown 4000/cs	B925N	15	15.60	234.00
Spartan Xcelente cleaner 5 gal		15		
Spartan Halt Disinfectant 5 gal		10		
Spartan Laundry detergent 15 gal		6		
Spartan Liquid Alkali 15 gal		6		
Spartan Sour/Softner 15 Gal		4		
Trade Bleach 15 gal		6		
Laundry Cart with shelves 4 swivel casters		4		
EZ Beeze dispenser		6		
EZ Beeze Refill lavender		12		
EZ Breeze Refill Apple		12		
Lift-Off Ink Pen Remover 6/case	40903	3	60.90	~~180.75~~ 182.70
BullDozer reinforced squeegee 2/case		3		
Absorbent Socks 40/cs	40Csgold34	3	77.15	231.45
HD Down-Press bucket 35 qt Combo	T-01007	4	57.45	229.80
Wavebrake Downpress Mop bucket 35 qt	FG7577-88Y	2	141.65	283.30
Micorfiber green Loop Mop Head		12		
24" Dust Mop Head	DMTH 13524W	8	4.95	39.60
60" Dust mop Handle	01046-NB	8	5.65	45.20

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml	64131	10	29.95	299.50
Kutol Sanitizer 1000ml	7441	10	48.85	488.50
Paper Towel Premium 8" 600'6/case	GEN 1826	8	19.65	157.20
Bleach EPA PureBright 6/case	BLEACH6	16	13.65	218.40
Fabuloso Cleaner Deodorizer 1 gal	05253	16	11.15	178.40
Spartan Consume Enzyme Cleaner		2		
SSS Looped Mop Head Blended XLG		24		
Sparten Sparclean SuperSuds QT 12/CS		1		
Acid Resistant Pump Sprayer 2GL	90162	1	25.95	25.95
Green Scrub Pad 20/cs	BWK196	3	5.35	16.05
Cord Bound Broom	00303-NB	15	6.25	93.75
Brown Roll Towel 8"x800' Starcut		5		
Bag, Zippit 6x8 1000/CS 2 mil	F20608	2	24.95	49.90
Wiper, White Cotton Rag	N205	4	16.10	64.40
Spartan Endurastrip Floor Stripper 5 gal		1		
Spartan Premium Wood Polish 12/CS		12		
Lobby Dust Pan, Long Handle	DP-00004E	2	6.25	12.50
Spartan Sparclean Supersuds 1/GL		12		
Floor Pad 20" Black	BWK 4020B	10	18.65	186.50
Floor Pad 20" Red	BWK 4020 R	10	18.65	186.50
Floor Pad 20" Natural Hair	BWK 4020NAT	25	19.75	493.75
Gym Wipes Refill Bag 2/1000 per case 4/900	L36	4	96.01	384.04
Spartan Chlorine Bleach 5/Gal		20		
Vacuum Bag, Tornado 6 qt		5		
Sprayer Trigger 10" Tube	BWK 09229	30	.60	18.00
Invader Fiberglass Mop Handle	H145	10	19.65	196.50
Bottle, QT newstyle	5032WG	15	.85	12.75

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12		
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl	GSNF 104	33	3.85	127.05
C-paper bag 1/6 bbl 57 lbs 500 per bundle	80076	8	39.55	316.40
Grocery bag husky 20# 500 cs 2/250	BAG GH20	4	29.07	116.28
8.5x11 white copy paper 5m/cs 10 reams per case	013020	40	32.95	1318.00
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24		
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1		
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case	BHM N012	2	41.65	83.30
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1		
Boxers, White, Size 6XL (dozen)		1		
Deoderant Stick, .5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size		1		
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size		1		
SAN-O-15, 30 gal drum size		1		
Cascades Pro Toilet Tissue (case)		20		
Household paper towels (case)	S85GREEN	12	18.95	227.40
Black Can Liners 40x46 (case of 100)	EC4046H2K	8	19.55	156.40
J-cups (case of 1000)	838	1	21.75	21.75
Tork Hand towell Roll for Dispensers (case)	290088	2	45.15	90.30
32" Smart 720P LED Television		1		
Hilco Lube (case)		1		
Hilco Lube wipes (case)		1		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1		
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2		
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan		20		
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan		3		
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail		20		
			Base Bid Amount TOTAL	~~12,010.92~~ 12,702.97

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Prison Rehabilitative Industries and Diversified Enterprises, Inc. D/B/A PRIDE Enterprises, a not for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-2167018, whose principal address is 223 Morrison Road, Brandon, FL 33511.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: D/B/A PRIDE Enterprises
223 Morrison Road
Brandon, Florida 33511

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-05-2019

CONTRACTOR: Prison Rehabilitative Industries and Diversified Enterprises, Inc., D/B/A PRIDE Enterprises

ATTEST:

By: _____
Jack Edgemon, President

By: _____
Corporate Secretary

Date: _____

(SEAL)

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PRIDE Enterprises

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PRIDE Enterprises

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PRIDE Enterprises

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

Escambia County Road Prison (ECRP):	**Price per Screen Print**
Shirt: 2" Screen Print that reads **ECRP**	_____
Pants: 1.5" Screen Print that reads **ECRP**	_____
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	_____
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	_____

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: PRIDE Enterprises

JDL

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 59-2167018

Terms of Payment Net 30

Delivery Date will be 7 **days after receipt of purchase order**

Vendor Name: Prison Rehabilitative Industries & Diversified Enterprises, Inc. dba: PRIDE Enterprises
Address: 223 Morrison Road
City, ST. & Zip: Brandon, FL 33511
Phone: (813) 890-2133
Toll Free: (877) 283-6819
Fax: (727) 570-3449

Bid Bond Attached:

$ (See PRIDE attachment "B")

John R. McCleese, Sales Support Center Manager
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid Amount TOTAL $ 56,748.48

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes_____ **No** ✓ (Please see PRIDE Attachment "C")

If yes, what is the offered discount? _____%

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33	No Bid	
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb. dozen		17		
Washclothes White 12x12. dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2	No Bid	
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8	No Bid	
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2	No Bid	
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL		3	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2	No Bid	
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100	No Bid	
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1		
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1	No Bid	
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4	No Bid	
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2	No Bid	
Shoe, Orange lowtop canvas size 12		2	No Bid	
Shoe, Orange lowtop canvas size 13		2	No Bid	
Ultra Bath Tissue 2ply 96/case		120	No Bid	
Junior Jumbo TT Double layer Big Roll 12/1000'		78	No Bid	
Tissue Junior Jumbo premium Big Roll 12/1000'		6	No Bid	
40x48 Trash Linens 22 micron		25	No Bid	
24x33 Trash liners 18 micron		8	No Bid	
Towel M/F Brown 4000/cs		15	No Bid	
Spartan Xcelente cleaner 5 gal	Mfg. #64407000	15	$17.53	$262.95
Spartan Halt Disinfectant 5 gal	Mfg. #64070300	10	$30.99	$309.90
Spartan Laundry detergent 15 gal	Mfg. #64200300	6	$99.88	$599.28
Spartan Liquid Alkali 15 gal	Mfg. #64201200	6	$53.86	$323.16
Spartan Sour/Softner 15 Gal	Mfg. #64201500	4	$77.39	$309.59
Trade Bleach 15 gal	Mfg. #64200100	6	$68.07	$408.42
Laundry Cart with shelves 4 swivel casters		4	No Bid	
EZ Beeze dispenser		6	No Bid	
EZ Beeze Refill lavender		12	No Bid	
EZ Breeze Refill Apple		12	No Bid	
Lift-Off Ink Pen Remover 6/case		3	No Bid	
BullDozer reinforced squeegee 2/case		3	No Bid	
Absorbent Socks 40/cs		3	No Bid	
HD Down-Press bucket 35 qt Combo		4	No Bid	
Wavebrake Downpress Mop bucket 35 qt	Item #T01015MWH	2	$88.93	$177.86
Micorfiber green Loop Mop Head	Item #LM50414MW	12	$5.73	$68.76
24" Dust Mop Head	Item DMTL-12524DBC	8	$3.54	$28.32
60" Dust mop Handle	Item #01406-NB	8	$4.46	$35.68

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml		10	No Bid	
Kutol Sanitizer 1000ml		10	No Bid	
Paper Towel Premium 8" 600'6/case		8	No Bid	
Bleach EPA PureBright 6/case		16	No Bid	
Fabuloso Cleaner Deodorizer 1 gal		16	No Bid	
Spartan Consume Enzyme Cleaner	Mfg.#64402000	2	$26.58	$53.16
SSS Looped Mop Head Blended XLG	Mfg.# CLM-303XLWB	24	$4.46	$107.04
Sparten Sparclean SuperSuds QT 12/CS	Mfg. #64150700	1	$25.15	$25.15
Acid Resistant Pump Sprayer 2GL		1	No Bid	
Green Scrub Pad 20/cs		3	No Bid	
Cord Bound Broom	Mfg.# 00308NB	15	$7.90	$118.50
Brown Roll Towel 8"x800' Starcut		5	No Bid	
Bag, Zippit 6x8 1000/CS 2 mil		2	No Bid	
Wiper. White Cotton Rag		4	No Bid	
Spartan Endurastrip Floor Stripper 5 gal	Mfg.#64600900	1	$22.22	$22.22
Spartan Premium Wood Polish 12/CS	Mfg. #64401100	12	$68.86	$826.23
Lobby Dust Pan, Long Handle	Mfg.#DP-00204E	2	$5.41	$10.82
Spartan Sparclean Supersuds 1/GL	Mfg. #64100600	12	$26.46	$317.52
Floor Pad 20" Black		10	No Bid	
Floor Pad 20" Red		10	No Bid	
Floor Pad 20" Natural Hair		25	No Bid	
Gym Wipes Refill Bag 2/1000 per case		4	No Bid	
Spartan Chlorine Bleach 5/Gal	Mfg. #64200100	20	$28.09	$561.80
Vacuum Bag, Tornado 6 qt		5	No Bid	
Sprayer Trigger 10" Tube		30	No Bid	
Invader Fiberglass Mop Handle	Mfg. #01206-NB	10	$7.26	$72.60
Bottle. QT newstyle		15	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1	No Bid	
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case		2		
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS		12	No Bid	
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl		33		
C-paper bag 1/6 bbl 57 lbs 500 per bundle		8		
Grocery bag husky 20# 500 cs 2/250		4		
8.5x11 white copy paper 5m/cs 10 reams per case		40		
Nabc wipes 6/cs 120/ea 7"x8" wipe size		24		
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger		1	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1	No Bid	
Boxers, White, Size 6XL (dozen)		1		
Deoderant Stick, 5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7	No Bid	
Trousers, Navy TriStitch, Size 3XL		4	No Bid	
Trousers, Navy TriStitch, Size 4XL		4	No Bid	
Trousers, Navy TriStitch, Size 5XL		2	No Bid	
Shirt, Orange, TriStitch, Size 10XL		10	No Bid	
Shirt, Orange, TriStitch, Size 9XL		1	No Bid	
Shirt, Orange, TriStitch, Size 8XL		1	No Bid	
Shirt, Orange, TriStitch, Size 4XL		3	No Bid	
Shirt, Orange, TriStitch, Size XL		10	No Bid	
Trousers, Orange, TriStitch, Size 2XL		10	No Bid	
Trousers, Orange, TriStitch, Size 3XL		7	No Bid	
Trousers, Orange, TriStitch, Size 4XL		4	No Bid	
Trousers, Orange, TriStitch, Size Small		1	No Bid	
Sock, Thermal, Navy, Dozen per package		7	No Bid	
Liquid Laundry Compound 3, 20 gal drum size	Mfg. #64200300	1	$137.84	$137.84
DE-Stain, 20 gal drum size		1		
Fabric Softener, 20 gal drum size	Mfg. #64201500	1	$107.88	$107.88
SAN-O-15, 30 gal drum size	Mfg. #64070600	1	$180.24	$180.24
Cascades Pro Toilet Tissue (case)		20	No Bid	
Household paper towels (case)		12	No Bid	
Black Can Liners 40x46 (case of 100)		8	No Bid	
J-cups (case of 1000)		1	No Bid	
Tork Hand towell Roll for Dispensers (case)		2	No Bid	
32" Smart 720P LED Television		1	No Bid	
Hilco Lube (case)		1	No Bid	
Hilco Lube wipes (case)		1	No Bid	

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)		1	No Bid	
Laundry Bag 24x30 Sliplock, White (dozen)		1	No Bid	
Shirt, White TriStitch, Size Small		2	No Bid	
Shirt, White TriStitch, Size Medium		4	No Bid	
Shirt, White TriStitch, Size Large		4	No Bid	
Shirt, White TriStitch, Size XL		4	No Bid	
Shirt, White TriStitch, Size 2XL		4	No Bid	
Shirt, White TriStitch, Size 3XL		4	No Bid	
Shirt, White TriStitch, Size 4XL		4	No Bid	
Shirt, White TriStitch, Size 5XL		2	No Bid	
Trousers, White TriStitch, Size XL		4	No Bid	
Trousers, White TriStitch, Size 2XL		4	No Bid	
Trousers, White TriStitch, Size 3XL		4	No Bid	
Trousers, White TriStitch, Size 4XL		4	No Bid	
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan	Mfg. #64407000	20	$17.53	$350.60
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan	Mfg. #64070300	3	$30.99	$92.97
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail	Mfg. #64200100	20	$28.09	$561.80
			Base Bid Amount TOTAL	$56,748.48

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

PRICING AGREEMENT RELATING TO
INMATE GOODS AND CLEANING SUPPLIES PD 18-19.041

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Supreme Paper Supplies, LLC, a for-profit limited liability company, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 82-4967184, whose principal address is 8965 Pensacola Blvd Pensacola, FL 32534.

WITNESSETH:

WHEREAS, on May 6, 2019, the County issued an Invitation to Bid to establish pricing agreements for the purchase of inmate goods and cleaning supplies for Escambia County Department of Corrections (PD 18-19.041); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing such goods and supplies on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Inmate Goods and Cleaning Supplies, Specification No. PD 18-19.041*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is

guaranteed during the term of this Agreement, and only items ordered pursuant to a purchase order will be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor'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 Contractor 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 if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Supreme Paper Supplies, LLC
8965 Pensacola Blvd
Pensacola, Florida 32534

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

12 Governing Law. This Agreement 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 the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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 Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

_____
Janice P. Gilley, County Administrator

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-05-2019

CONTRACTOR: Supreme Paper Supplies, LLC

ATTEST:

By: _____
Ray Millet, President

Witness:_____

Date: _____

Witness:_____

EXHIBIT "A"

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

INMATE GOODS AND CLEANING SUPPLIES
SPECIFICATION NUMBER PD 18-19.041

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, June 05, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, May 21, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA 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, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid 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: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.041, "Inmate Goods and Cleaning Supplies", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. **Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work Summary

The purpose of this Invitation to Bid is to establish a Multiple Price Agreement to provide Escambia County Corrections Department with quality supplies and prompt reliable service from multiple responsive and responsible vendors at fair and reasonable prices. Bidders shall also list on the Bid Form a percentage discount off catalog retail prices for any catalog items not shown on the Unit Price List.

The Escambia County Corrections Department does not operate, nor are there plans to establish, and type of central store or stockroom for products contained in this solicitation. The Department maintains an inventory of only those supplies necessary to meet its immediate needs and any awarded Vendor(s) shall allow the Department to operate a stock-less warehouse methodology.

The estimated department-wide expenditure for this solicitation is $219,700. Purchase Orders will be issued to the Vendor(s) with the lowest price per catalog item.

Some items called for have been identified by a brand name or equal description shown on the Unit Price List. Such identification is intended to be descriptive, not restrictive, and is intended to indicate the quality, characteristic, and performance expectation of the product that will be satisfactory.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and

the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form, and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be May 28, 2019 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on May 21, 2019 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

8. Delivery

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded Vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

11. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

12. Equivalents/Samples

Vendors offering equivalent to the "as specified" item(s) shall submit a sample and detailed specifications to the Office of Purchasing for evaluation purposes > days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by Vendor name and solicitation number.** Non-consumable samples may be returned at Vendor's expense upon request after award.

13. Samples/Demonstrations

Samples of any product or demonstrations shall be furnished upon request for a quality

test or comparison without cost to the County. **All samples shall be identified by Vendor name and solicitation number.**

14. Catalogs

The awarded vendor(s) shall provide Three (3) copies of their current catalogs and new editions of the catalogs when published. Current pricing information must be provided with each catalog.

15. Packaging/Shipping Labels

Shipping labels shall be attached to each carton and shall contain the following information: purchase order number, quantity contained in each package, and total number of items being delivered.

16. Emergency Services

The awarded Vendor(s) resulting from this solicitation is for services that may be required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the Vendor(s) awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

17. 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 **twelve (12) months**. The contract may be renewed for additional twelve (12) month periods, up to a **maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

18. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

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

21. Changes – Additional Items

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional catalog items are required from the awarded Vendor(s) that are not listed in the attached Unit Price List, the County shall apply the discount percentage noted on the Unit Price List to the retail price for all unlisted items. The County reserves the right to add any Vendor(s) catalog items not contained in the Unit Price List to the contract for the remaining term of the agreement and any subsequent term extensions of the agreement.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the Bid form.

23. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

25. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

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.

26. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

27. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28. Quantity

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 Offeror's 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.

Non-Contract Insurance Requirements

29. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

H. Endorsements/Additional Insurance

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

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

30. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for the items on the pages that follow.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: SUPREME PAPER

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for the items on the page that follow.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: Ray Millet

COMPANY: SUPREME PAPER

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 3, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for the following update to the Bid Opening Date:

> Bid Opening scheduled for ~~June 5, 2019 at 2:00 PM~~ is now scheduled for
> **June 6, 2019 at 2:00 PM**

Another addendum will be issued to further clarify the screen-printing requirements so pricing can be accurately provided by all bidders.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: Kym Millet

COMPANY: SUPREME PAPER

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

June 4, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.041 Inmate Goods and Cleaning Supplies

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for the following update to the screen-printing requirements:

All screen-print items are as needed. Clothing should be priced without screen-printing.

	Price per Screen Print
Escambia County Road Prison (ECRP):	
Shirt: 2" Screen Print that reads **ECRP**	N/A
Pants: 1.5" Screen Print that reads **ECRP**	N/A
Jumpsuits: Front, Left Leg (1.5") & Top Back (2") that reads **ECRP**	N/A
Escambia County Jail:	
Jumpsuits: Front, Left Leg (4") & Top Back (4") that reads **Esc. Co. JAIL**	N/A

Please include the pricing on this addendum with your bid response if your firm will be bidding on the screen-printing services. If your firm has already submitted their bid and there will be no changes to the pricing for screen-printing, Escambia County will utilize the screen-printing pricing listed on the Bid Form.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: SUPREME PAPER

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Inmate Goods and Cleaning Supplies

Solicitation Number PD 18-19.041

Solicitation

MAILING DATE: 05/06/2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, May 21, 2019.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, June 05, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 82-4967184

Terms of Payment CHECK

Delivery Date will be 3 **days after receipt of purchase order**

Vendor Name: SUPREME PAPER SUPPLIES LLC
Address: 8965 PENSACOLA BLVD.
City, ST. & Zip: PENSACOLA, FL 32534
Phone: (850) 478-9207
Toll Free: (___)
Fax: (850) 484-8704

Bid Bond Attached:

$ 1299.27

RAY MILLET PRESIDENT
(Name and Title of Person Authorized to Sign Offer)

* Ray Millet
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

Bid Form

Base Bid Amount TOTAL $ 25,985.32

Will this firm offer a discount rate on all other catalog items not listed on the Unit Price List?

Yes ✓ **No** ____

If yes, what is the offered discount? 30 **%**

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Bed sheets White 130 thread count, dozen		33		
Bed Sheets Brown180 thread count sheets dozen		1		
Bath Towels White 8lb, dozen		17		
Washclothes White 12x12, dozen		100		
Jumpsuits Triple Stitch/Dark Green/ Medium		12		
Jumpsuits Triple Stitch/Dark Green/ Large		30		
Jumpsuits Triple Stitch/Dark Green/XL		30		
Jumpsuits Triple Stitch/Dark Green/2XL		30		
Jumpsuits Triple Stitch/Dark Green/3XL		30		
JumpsuitsTriple Stitch/Dark Green/4XL		24		
Jumpsuits Triple Stitch/Dark Green/6XL		12		
Jumpsuits Triple Stitch/Dark Green/8XL		4		
Jumpsuits Triple Stitch/Dark Green/10XL		2		
Screen Printing for jumpsuits, solid color (Black or White), 6 in Letters		1		
Jumpsuits Triple Stitch/Orange/Medium		2		
Jumpsuits Triple Stitch/Orange/Large		5		
Jumpsuits Triple Stitch/Orange/XL		5		
Jumpsuits Triple Stitch/Orange/2XL		5		
Jumpsuits Triple Stitch/Orange/3XL		6		
Jumpsuits Triple Stitch/Orange/4XL		6		
Jumpsuits Triple Stitch/Orange/6XL		4		
Jumpsuits Triple Stitch/Orange/8XL		2		
Jumpsuits Triple Stitch/Orange/10XL		1		
Jumpsuits Triple Stitch/Red/ Medium		1		

NO BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Jumpsuits Triple Stitch/Red/Large		2		
Jumpsuits Triple Stitch/Red/XL		4		
Jumpsuits Triple Stitch/Red/2XL		6		
Jumpsuits Triple Stitch/Red/3XL		6		
Jumpsuits Triple Stitch/Red/4XL		4		
Jumpsuits Triple Stitch/Red/5XL		2		
Jumpsuits Triple Stitch/Red/6XL		2		
Jumpsuits Triple Stitch/Red/8XL		1		
Jumpsuits Triple Stitch/Red/10XL		1		
Jumpsuits Triple Stitch Green/White Stripe Medium		1		
Jumpsuits Triple Stitch Green/White Stripe Large		2		
Jumpsuits Triple Stitch Green/White Stripe XL		2		
Jumpsuits Triple Stitch Green/White Stripe 2XL		3		
Jumpsuits Triple Stitch Green/White Stripe 3XL		3		
Jumpsuits Triple Stitch Green/White Stripe 4XL		3		
Jumpsuits Triple Stitch Green/White Stripe 5XL		2		
Jumpsuits Triple Stitch Green/White Stripe 6XL		2		
Jumpsuits Triple Stitch Green/White Stripe 8XL		1		
Jumpsuits Triple Stitch Green/White Stripe 10XL		1		
Shirt Triple Stitch Black/White Stripe/Small		1		
Shirt Triple Stitch Black/White Stripe/Medium		2		
Shirt Triple Stitch Black/White Stripe/Large		4		
Shirt Triple Stitch Black/White Stripe/XL		8		
Shirt Triple Stitch Black/White Stripe/2XL		8		

NO BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitch Black/White Stripe/3XL		8		
Shirt Triple Stitch Black/White Stripe/4XL		6		
Shirt Triple Stitch Black/White Stripe/6XL		1		
Shirt Triple Stitch Black/White Stripe/8XL		1		
Shirt Triple Stitch Black/White Stripe/10XL		1		
Shirt Triple Stitch Dark Green Small		2		
Shirt Triple Stitch Dark Green Medium		10		
Shirt Triple Stitch Dark Green Large		10		
Shirt Triple Stitch Dark Green XL		10		
Shirt Triple Stitch Dark Green 2XL		6		
Shirt Triple Stitch Dark Green 3XL		6		
Shirt Triple Stitch Dark Green 4XL		6		
Shirt Triple Stitch Dark Green 6XL		2		
Shirt Triple Stitch Dark Green 8XL		1		
Shirt Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Black White Stripe/Small		1		
Pants Triple Stitch Black/WhiteStripe/Medium		2		
Pants Triple Stitch Black/White Stripe/Large		4		
Pants Triple Stitch Black/White Stripe/XL		8		
Pants Triple Stitch Black/White Stripe/2XL		8		
Pants Triple Stitch Black/White Stripe/3XL		8		
Pants Triple Stitch Black/White Stripe/4XL		6		
Pants Triple Stitch Black/White Stripe/6XL		1		
Pants Triple Stitch Black/White Stripe/8XL		1		
Pants Triple Stitch Black/White Stripe/10XL		1		

NO BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Pants Triple Stitch Dark Green Small		2		
Pants Triple Stitch Dark Green Medium		10		
Pants Triple Stitch Dark Green Large		10		
Pants Triple Stitch Dark Green XL		10		
Pants Triple Stitch Dark Green 2XL		6		
Pants Triple Stitch Dark Green 3XL		6		
Pants Triple Stitch Dark Green 4XL		2		
Pants Triple Stitch Dark Green 6XL		2		
Pants Triple Stitch Dark Green 8XL		1		
Pants Triple Stitch Dark Green 10XL		1		
Pants Triple Stitch Orange Medium		1		
Pants Triple Stitch Orange Large		2		
Pants Triple Stitch Orange XL		5		
Pants Triple Stitch Orange 2XL		5		
Pants Triple Stitch Orange 3XL		5		
Pants Triple Stitch Orange 4XL		5		
Pants Triple Stitch Orange 5XL		5		
Pants Triple Stitch Orange 6XL		4		
Pants Triple Stitch Orange 8XL		2		
Pants Triple Stitch Orange 10XL		1		
Shirt Triple Stitch Orange Medium		1		
Shirt Triple Stitchs Orange Large		3		
Shirt Triple Stitchs Orange XL		3		
Shirt Triple Stitchs Orange 2XL		3		
Shirt Triple Stitchs Orange 3XL		3		

NO BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shirt Triple Stitchs Orange 4XL		2		
Shirt Triple Stitchs Orange 6XL		1		
T Shirt Orange M Dozen		2		
T Shirt Orange L Dozen		3		
T Shirt Orange XL Dozen		3		
T Shirt Orange 2XL Dozen		3		
T Shirt Orange 3XL Dozen		3		
T Shirt Orange 4XL Dozen		2		
T Shirt Orange 6XL Dozen		1		
Boxers, Orange Size Small (Dozen)		1		
Boxers, Orange Size Medium (Dozen)		3		
Boxers, Orange Size Large (Dozen)		3		
Boxers, Orange Size XL (Dozen)		3		
Boxers, Orange Size 2XL (Dozen)		3		
Boxers, Orange Size 3XL (Dozen)		1		
Boxers, Orange Size 4XL (Dozen)		1		
Boxers, Orange Size 5XL (Dozen)		1		
Boxers, Orange Size 6XL (Dozen)		1		
Mattresses 25x74x4		80		
Baby Shampoo/Gallon		4		
Thumb Tooth Brushes 72ea/case		24		
Toothpaste, Naturemint .085 oz 144ea/case		12		
Shampoo and BodyWash .34oz packets 1000ea/case		10		
Vinyl Roll 136 yards		1		
Blanket, Cozy, 66x90 15/cs		30		
Mattress Covers 25x75x4		20		
Shoe insoles 48/case		100		

NO BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Sandal, Tan PVC Slip-on size 7		100		
Sandal, Tan PVC Slip-on size 9		200		
Sandal, Tan PVC Slip-on size 11		250		
Sandal, Tan PVC Slip-on size 13		200		
Sandal, Tan PVC Slip-on size 15/16		50		NO
Translucent unifoot pvc sandal size Small		100		
Translucent unifoot pvc sandal size Medium		200		
Translucent unifoot pvc sandal size Large		250		
Translucent unifoot pvc sandal size XL		250		
Translucent unifoot pvc sandal size 2XL		250		
Translucent unifoot pvc sandal size 3XL		150		
Panty, White Size 5 12ea		2		
Panty, White Size 6 12ea		2		
Panty, White Size 7 12ea		2		
Panty, White Size 8 12ea		2		
Panty, White Size 9 12ea		2		
Panty, White Size 10 12ea		2		
Panty, White Size 11 12ea		1		
Panty, White Size 12 12ea		1	BID	
Bra, Sports, gray size 36 12ea		2		
Bra, Sports, gray size 38 12ea		2		
Bra, Sports, gray size 40 12ea		2		
Bra, Sports, gray size 42 12ea		2		
Bra, Sports, gray size 44 12ea		2		
Bra, Sports, gray size 46 12ea		2		
Bra, Sports, gray size 48 12ea		2		
Socks, Orange Tube 12ea 15/MC		10		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
EVA Footwear, Orange size 5 12ea		1		
EVA Footwear, Orange size 6 12ea		1		
EVA Footwear, Orange size 7 12ea		1		
EVA Footwear, Orange size 8 12ea		1		
EVA Footwear, Orange size 9 12ea		2		
EVA Footwear, Orange size 10 12ea		2		
EVA Footwear, Orange size 11 12ea		2		
EVA Footwear, Orange size 12 12ea		1		
EVA Footwear, Orange size 13 12ea		1		
EVA Footwear, Orange size 14 12ea		1		
EVA Footwear, Orange size 15 12ea		1		
EVA Footwear, Khaki Size 5 12ea		1		
EVA Footwear, Khaki Size 6 12ea		1		
EVA Footwear, Khaki Size 7 12ea		1		
EVA Footwear, Khaki Size 8 12ea		1		
EVA Footwear, Khaki Size 9 12ea		1		
EVA Footwear, Khaki Size 10 12ea		1		
EVA Footwear, Khaki Size 11 12ea		1		
EVA Footwear, Khaki Size 12 12ea		1		
EVA Footwear, Khaki Size 13 12ea		1		
EVA Footwear, Khaki Size 14 12ea		1		
EVA Footwear, Khaki Size 15 12ea		1		
Isolation/Suicide smock		4		
Isolation/Suicide blanket		2		
Isolation Suicide all-in-one bed		2		

NO BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boot twin gore, BLK 7		4		
Boot twin gore, BLK 8		4		
Boot twin gore, BLK 9		4		
Boot twin gore, BLK 10		6		
Boot twin gore, BLK 11		6		
Boot twin gore, BLK 12		4		
Boot twin gore, BLK 13		2		
Boot twin gore, BLK 14		1		
Boot twin gore, BLK 15		1		
Boot, Black, Plain toe size 5		2		
Boot, Black, Plain toe size 6		2		
Boot, Black, Plain toe size 7		2		
Boot, Black, Plain toe size 8		4		
Boot, Black, Plain toe size 9		4		
Boot, Black, Plain toe size 10		6		
Boot, Black, Plain toe size 11		6		
Boot, Black, Plain toe size 12		6		
Boot, Black, Plain toe size 13		4		
Boot, Black, Plain toe size 14		1		
Boot, Black, Plain toe size 15		1		
Boot, Black, Plain toe size 16		1		
Shoe, Orange lowtop canvas size 5		5		
Shoe, Orange lowtop canvas size 6		5		
Shoe, Orange lowtop canvas size 7		7		
Shoe, Orange lowtop canvas size 8		7		
Shoe, Orange lowtop canvas size 9		4		
Shoe, Orange lowtop canvas size 10		3		

NO BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Shoe, Orange lowtop canvas size 11		2	NO BID	—
Shoe, Orange lowtop canvas size 12		2	NO BID	—
Shoe, Orange lowtop canvas size 13		2	NO BID	—
Ultra Bath Tissue 2ply 96/case	BT-125	120	30.15	3618.00
Junior Jumbo TT Double layer Big Roll 12/1000'	JRT1000	78	20.16	1572.48
Tissue Junior Jumbo premium Big Roll 12/1000'	JRT1000	6	20.16	120.96
40x48 Trash Linens 22 micron	BK48	25	15.86	396.50
24x33 Trash liners 18 micron	BL33	8	25.88	207.04
Towel M/F Brown 4000/cs	H175	15	16.15	242.25
Spartan Xcelente cleaner 5 gal	100304	15	27.58	413.70
Spartan Halt Disinfectant 5 gal	34104	10	123.22	1232.20
Spartan Laundry detergent 15 gal	47177	6	145.38	872.28
Spartan Liquid Alkali 15 gal	47077	6	130.51	783.06
Spartan Sour/Softner 15 Gal	48377	4	145.47	581.88
Trade Bleach 15 gal	42132	6	74.37	446.22
Laundry Cart with shelves 4 swivel casters		4	NO BID	—
EZ Beeze dispenser	91753	6	16.25	97.50
EZ Beeze Refill lavender	02583	12	20.89	250.68
EZ Breeze Refill Apple	02583	12	20.89	250.68
Lift-Off Ink Pen Remover 6/case	40901	3	54.71	164.13
BullDozer reinforced squeegee 2/case	EHDIS	3	19.94	59.82
Absorbent Socks 40/cs		3	88.25	264.75
HD Down-Press bucket 35 qt Combo	335374W	4	64.96	259.84
Wavebrake Downpress Mop bucket 35 qt	335374W	2	64.96	129.92
Micorfiber green Loop Mop Head	3694488	12	6.05	72.60
24" Dust Mop Head	057024	8	4.39	35.12
60" Dust mop Handle	01406	8	4.70	37.60

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Kutol Foaming Lotion liquid Soap 1000ml	7512900	10	38.40	384.
Kutol Sanitizer 1000ml	4777800	10	39.40	394.
Paper Towel Premium 8" 600'6/case	8631060	8	26.18	209.44
Bleach EPA PureBright 6/case	BLCH	16	16.28	260.48
Fabuloso Cleaner Deodorizer 1 gal	35110	16	11.20	179.20
Spartan Consume Enzyme Cleaner	13312	2	5.54	11.08
SSS Looped Mop Head Blended XLG	369454	24	5.32	127.68
Sparten Sparclean SuperSuds QT 12/CS	2119B900	1	27.72	27.72
Acid Resistant Pump Sprayer 2GL	7512	1	26.51	26.51
Green Scrub Pad 20/cs	08293	3	12.21	36.63
Cord Bound Broom	ES02036	15	7.76	116.40
Brown Roll Towel 8"x800' Starcut	8031300	5	25.71	128.55
Bag, Zippit 6x8 1000/CS 2 mil	F20608	2	23.77	47.54
Wiper, White Cotton Rag	SN205CW	4	17.58	70.32
Spartan Endurastrip Floor Stripper 5 gal	15405	1	42.37	42.37
Spartan Premium Wood Polish 12/CS	15512	12	39.44	
Lobby Dust Pan, Long Handle	DP-13C	2	13.24	26.48
Spartan Sparclean Supersuds 1/GL	2119B900	12	27.72	332.64
Floor Pad 20" Black	80023	10	12.63	126.30
Floor Pad 20" Red	80053	10	12.63	126.30
Floor Pad 20" Natural Hair	80069	25	12.63	126.30
Gym Wipes Refill Bag 2/1000 per case	TXLL101	4	130.44	521.76
Spartan Chlorine Bleach 5/Gal	4777800	20	34.96	699.20
Vacuum Bag, Tornado 6 qt		5	1.85	9.25
Sprayer Trigger 10" Tube	902RW9	30	.44	13.20
Invader Fiberglass Mop Handle	369295	10	14.79	147.90
Bottle, QT newstyle	503214G	15	.45	6.75

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Spartan Sparsan Q Aero disinfectant 12/CS	108623	12	34.95	419.40
Glove nitrile 8mil 10 box per case 100 gloves per box sizes sm-2xl	HY-NIT	33	35.29	1,164.57
C-paper bag 1/6 bbl 57 lbs 500 per bundle	KR-1657	8	48.98	391.84
Grocery bag husky 20# 500 cs 2/250	HD-20LB	4	38.09	152.36
8.5x11 white copy paper 5m/cs 10 reams per case	21200	40	39.94	1597.60
Nabc wipes 6/cs 120/ea 7"x8" wipe size	IFW020	24	35.58	853.92
Soft and Safe blaader control pads 73 per pack/4 packs per case		30		
Beanie, Navy, OSFA, 1 dozen		1		
Beanie, Orange, OSFA, 1 dozen		2		
Drawers, Unisex Thermal, Medium, 1 dozen		1		
Drawers, Unisex Thermal, Large, 1 dozen		1		
Drawers, Unisex Thermal, XL, 1 dozen		1		
Drawers, Unisex Thermal 2XL, 1 dozen		1		
Drawers, Unisex Thermal 3XL, 1 dozen		1		
Drawers, Unisex Thermal 4XL, 1 dozen		1		
Drawers, Unisex Thermal 5XL, 1 dozen		1		
Drawers, Unisex Thermal 6XL, 1 dozen		1		
Drawers, Unisex Thermal 8XL, 1 dozen		1		
Thong Shoe, V-Strap, Small, 1 dozen		1		
Thong Shoe, V-Strap, Medium, 1 dozen		1		
Thong Shoe, V-Strap, Large, 1 dozen		1		
Thong Shoe, V-Strap, XL, 1 dozen		1		
Thong Shoe, V-Strap, 2XL, 1 dozen		1		
Toilet Plunger	TP-300	1	5.89	5.89

NO

BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Coffee Maker, 36 cup		1		
Cleaner, GlassGreen, 80 packets		1		
Soap, Unwrap #.5, 1000/case		2		
Boot, Black w/ Composite Toe, Size 7E		1		
Boot, Black w/ Composite Toe, Size 8E		1		
Boot, Black w/ Composite Toe, Size 9E		1		
Boot, Black w/ Composite Toe, Size 10E		3		
Boot, Black w/ Composite Toe, Size 11E		3		
Boot, Black w/ Composite Toe, Size 12E		4		
Boot, Black w/ Composite Toe, Size 13E		3		
Boot, Black w/ Composite Toe, Size 14D		1		
Boot, Black w/ Composite Toe, Size 15E		1		
Shoe, Black, Velcro with Clear Sole, Size 9D		3		
Shoe, Black, Velcro with Clear Sole, Size 10D		4		
Shoe, Black, Velcro with Clear Sole, Size 11D		4		
Shoe, Black, Velcro with Clear Sole, Size 12D		4		
Shoe, Black, Velcro with Clear Sole, Size 13D		3		
Toothbrush, 30 Tuft Soft, 144 per case		3		
Boxers, White, Size Small (dozen)		1		
Boxers, White, Size Medium (dozen)		2		
Boxers, White, Size Large (dozen)		4		
Boxers, White, Size XL (dozen)		4		
Boxers, White, Size 2XL (dozen)		2		
Boxers, White, Size 3XL (dozen)		1		
Boxers, White, Size 4XL (dozen)		1		

NO

PTD

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Boxers, White, Size 5XL (dozen)		1		
Boxers, White, Size 6XL (dozen)		1		
Deoderant Stick, .5oz, Alcohol Free, 144 per case		4		
Razor, Bic Twin Blade Sensitive Skin, 1,000 per case		3		
Jumpsuit, Orange, Valueline, Size 3XL		1		
Jumpsuit, Orange, Valueline, Size 4XL		1		
Jumpsuit, Orange, Valueline, Size 6XL		1		
Mattress, Polyester w/ Pillow		3		
Clipper, Fingernail, 24/case		1		
Sandal, SEVA Black, Size Large		7		
Sandal, SEVA Black, Size XL		7		
Sandal, SEVA Black, Size 2XL		4		
Sandal, SEVA Black, Size 3XL		1		
Bed Sheets White 180 thread count, 58x90, (dozen)		2		
Toenail Clippers, Metal (dozen)		1		
Shirt, Navy, Tristitch, Size L		7		
Shirt, Navy, Tristitch, Size XL		7		
Shirt, Navy, Tristitch, Size 2XL		7		
Shirt, Navy, Tristitch, Size 3XL		4		
Shirt, Navy, Tristitch, Size 4XL		4		
Shirt, Navy, Tristitch, Size 5XL		2		
Trousers, Navy TriStitch, Size Small		7		
Trousers, Navy TriStitch, Size Medium		4		
Trousers, Navy TriStitch, Size Large		7		

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Trousers, Navy TriStitch, Size 2XL		7		
Trousers, Navy TriStitch, Size 3XL		4		
Trousers, Navy TriStitch, Size 4XL		4		
Trousers, Navy TriStitch, Size 5XL		2		
Shirt, Orange, TriStitch, Size 10XL		10		
Shirt, Orange, TriStitch, Size 9XL		1		
Shirt, Orange, TriStitch, Size 8XL		1		
Shirt, Orange, TriStitch, Size 4XL		3		
Shirt, Orange, TriStitch, Size XL		10		
Trousers, Orange, TriStitch, Size 2XL		10		
Trousers, Orange, TriStitch, Size 3XL		7		
Trousers, Orange, TriStitch, Size 4XL		4		
Trousers, Orange, TriStitch, Size Small		1		
Sock, Thermal, Navy, Dozen per package		7		
Liquid Laundry Compound 3, 20 gal drum size	47505	1	219.50	219.50
DE-Stain, 20 gal drum size	47778	1	131.10	131.10
Fabric Softener, 20 gal drum size	48277	1	170.25	170.25
SAN-O-15, 30 gal drum size	31655	1	339.59	339.59
Cascades Pro Toilet Tissue (case)	B340	20	19.32	386.40
Household paper towels (case)	K070	12	18.87	226.44
Black Can Liners 40x46 (case of 100)	BCX48	8	26.51	212.08
J-cups (case of 1000)	6J6	1	18.96	18.96
Tork Hand towell Roll for Dispensers (case)	8031300	2	22.68	45.36
32" Smart 720P LED Television		1	NO BID	
Hilco Lube (case)		1	NO	BID
Hilco Lube wipes (case)		1	NO	BID

Description	Catalog/Item Number	Estimated Monthly Quantity	Unit Price	Extended Price
Antibacterial Foaming Soap for Dispencer (case)	7512900	1	38.40	38.40
Laundry Bag 24x30 Sliplock, White (dozen)		1		
Shirt, White TriStitch, Size Small		2		
Shirt, White TriStitch, Size Medium		4		
Shirt, White TriStitch, Size Large		4		NO
Shirt, White TriStitch, Size XL		4		
Shirt, White TriStitch, Size 2XL		4		
Shirt, White TriStitch, Size 3XL		4		
Shirt, White TriStitch, Size 4XL		4		
Shirt, White TriStitch, Size 5XL		2	BID	
Trousers, White TriStitch, Size XL		4		
Trousers, White TriStitch, Size 2XL		4		
Trousers, White TriStitch, Size 3XL		4		
Trousers, White TriStitch, Size 4XL		4		
Xcelente hard surface cleaner dilutes 2 oz per gallon of water -5 gallon pail, brand name Spartan	100304	20	27.58	551.60
Halt Hospital Grade Disinfect dilutes 2 oz per gallon of water - 5gallon pail, brand name Spartan	34104	3	123.22	369.66
Spartan chlorine laundry bleach 12% sodium hypochlorite sealed package from the factory #7004-5 5gl pail	42132	20	84.97	1699.40
			Base Bid Amount TOTAL	25,985.32

Base Bid Amount TOTAL shall be written on the Bid Form signature page for the bid to be considered responsive.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16457 **County Administrator's Report 12. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order to Blue Arbor
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Blue Arbor, Inc. - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute Change Order #190741-4 to Blue Arbor, Inc., adding funds for Contractual Services:

Department:	Office of Purchasing
Division:	Asst. County Administrator
Type:	Additive
Amount:	$17,000
Vendor:	Blue Arbor, Inc.
Contract:	PD 17-18.055
Purchase Order#:	190741
Change Order #:	4
Original Amount	$14,461
Change Order #1	$10,000
Change Order #2	$10,000
Change Order #3	$10,000
New PO	$61,461

[Funding: Fund 001 General Fund, Cost Center 140701, Cost Center 53401]

BACKGROUND:

It has been determined that an additional $17,000 is required to cover three temporary employees for the remaining Fiscal Year 2018/2019.

BUDGETARY IMPACT:
Fund 001, General Fund, Cost Center 140701, Cost Center 53401

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:
The Change Order will be generated and processed through the Office of Purchasing.

Attachments

Original Purchase Order
Change Order #1
Change Order #2
Change Order #3

PURCHASE ORDER NO. 190741

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFFICE
SEE BELOW
ATTN:

ORDER DATE: 11/13/18	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	14461.0000	14,461.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	14,461.00	

PAGE TOTAL $ 14,461.00
TOTAL $ 14,461.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

PURCHASE ORDER NO. 190741-1
CHANGE DATE: 01/10/19

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFF
SEE BELOW
ATTN:

ORDER DATE: 11/13/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	10000.0000	10,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	10,000.00	

PAGE TOTAL $	10,000.00
TOTAL $	10,000.00

APPROVED BY 1/18/19

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
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12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
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19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 023818 Vendor Name: Blue Arbor, Inc.
Project Number: 17-18.055 P.O. No. 190741 C.O. No. 1
Department: Office of Purchasi P.D. No.: 17-18.055 Date: 1/8/2019

Notes for Modifying the Scope of Award:

Previous Purchase Order $14,461.00
Additional Purchase Order $10,000.00 for additional short term office support assistants
New Purchase Order Total Dollars $24,461.00

To Modify existing Purchase Order:

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount: 10,000.00
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Modify Notes:
Date of BCC action: **ATTACH RESUME** _____

Previous Purchase Order Total Dollars: 14,461.00
Net Dollars added or subtract: 10,000.00
New Purchase Order Total Dollars: 24,461.00

Previous Contract Total Dollars: _____
Net Dollars added or subtract: _____
New Contract Total Dollars: _____

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
140701	53401		10,000	$10,000

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____

Contract Administrator' s Certification & Approval _____ **Date**_____

Office of Purchasing Review: Agent_____ **Date**_____ **Division Manager** _____ **Date** 1/10/19

County Administrator's Approval_____ **Date**_____

F0020 (Revised 1-29-08)

PURCHASE ORDER NO. 190741

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFFICE
SEE BELOW

ATTN:

ORDER DATE: 11/13/18	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	14461.0000	14,461.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	14,461.00	

PAGE TOTAL $	14,461.00
TOTAL $	14,461.00

APPROVED BY

TAX ID 85-801388801 1C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**- By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of this PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier, 2) Purchase order, 3) Date of call, 4) Call number, 5) Itemized list of supplies or services furnished, 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information), and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**- The County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified herein, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**- Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**- Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation**- The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**- The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

Lori A. Kistler

From: Stephan D. Hall
Sent: Monday, January 07, 2019 3:29 PM
To: Lori A. Kistler
Subject: RE: Temporary Employees

Lori,
You can probably do another $10k from your existing operating budget toward the temp services. Last year Purchasing spent $48k in total operating expenses, you have spent $19k this year with $13k in blue arbor.

Remember you cannot bust your budget and I think it is Amy's intent that Purchasing cannot use the temp labor indefinitely. Only to get caught up.
Thanks,
Stephan
OMB

From: Lori A. Kistler <lakistle@myescambia.com>
Sent: Monday, January 7, 2019 3:06 PM
To: Stephan D. Hall <sdhall@myescambia.com>
Subject: Temporary Employees

Stephan,
I wonder if Paul has gotten in touch with you to add more money to our Contract Employees I have bills here and $990 left in our budget. Please advise.
Thank you,
Lori

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

PURCHASE ORDER NO. 190741-2
CHANGE DATE: 02/15/19

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFF
SEE BELOW

ATTN:

ORDER DATE: 02/15/19	BUYER: PURCHASING MANAGER	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Change Order provides for additional funds for Termporary Employee Services for the Office of Purchasing.		
			PREVIOUS PO TOTAL DOLLARS:		$14,461.
			02		
			CHANGE ORDER #1 TOTAL DOLLARS ADDED: $10,000.00		
			CHANGE ORDER #2 TOTAL DOLLARS ADDED: $10,000.00		
			NEW CHANGE ORDER TOTAL DOLLARS:		$34,461.02
01	.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	10000.0000	10,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	10,000.00	

PAGE TOTAL $	10,000.00
TOTAL $	10,000.00

APPROVED BY Amy Lovoy 2/21/19

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
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6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 023818 Vendor Name: Blue Arbor, Inc.
Project Number: P.O. No. 190741 C.O. No. 2
Department: Purchasing P.D. No.: 17-18.055 Date: 01/08/2019

Notes for Modifying the Scope of Award:

Previous Purchase Order Total Dollars: $24,461.00
Additional Purchase Order Total Dollars: $10,000.00
New Purchase Order Total Dollars: $34,461.00

To Modify existing Purchase Order:

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount: 10,000.00
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Modify Notes:
Date of BCC action: **ATTACH RESUME** _____

Previous Purchase Order Total Dollars: 24,461.00
Net Dollars added or subtract: 10,000.00
New Purchase Order Total Dollars: 34,461.00

Previous Contract Total Dollars: _____
Net Dollars added or subtract: _____
New Contract Total Dollars: _____

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
140701	53401		10,000.00	10,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____

Contract Administrator' s Certification & Approval _____ **Date**_____

Office of Purchasing Review: Agent_____ **Date**_____ **Division Manager** _____ **Date** 2/20/19

County Administrator's Approval_____ **Date**_____

F0020 (Revised 1-29-08)

PURCHASE ORDER NO. 190741-1

CHANGE DATE: 01/10/19

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFF
SEE BELOW

ATTN:

ORDER DATE: 11/13/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	10000.0000	10,000.00

Certificate: I do hereby certify that the attached invoices are correct; the goods or services have been properly received by the County; the expenditures are in compliance with the laws or grant restrictions; the adequate budget appropriations are available; the expenditures are just reasonable and necessary for operations of the appropriate department; and that the invoices are due and unpaid.

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	10,000.00	

PAGE TOTAL $	10,000.00
TOTAL $	10,000.00

APPROVED BY 1/18/19

Original Purchase Order

TAX ID 85-8013888011C-3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement–** By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection-** All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss-** All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities-** If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. E x c e s s quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence-** Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets-** All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet-** At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes-** The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment-** After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes–** The County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations-** Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws-** In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties-** In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased if specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement-** Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises-** If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens-** All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages including attorneys' fees and costs, which County may incur as a result of claims, demands suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees-** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities-** (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a) the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default-** The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services, provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
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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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

PURCHASE ORDER NO. 190741-3

CHANGE DATE: 04/25/19

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFF
SEE BELOW

ATTN:

ORDER DATE: 04/25/19	BUYER: PURCHASING MANAGER	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Change Order provides for additional funds for Termporary Employee Services for the Office of Purchasing. PREVIOUS PO TOTAL DOLLARS: $34,461.00 CHANGE ORDER #1 TOTAL DOLLARS ADDED: $10,000.00 CHANGE ORDER #2 TOTAL DOLLARS ADDED: $10,000.00 NEW CHANGE ORDER TOTAL DOLLARS: $44,461.00		
01	.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	10000.0000	10,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	10,000.00	

PAGE TOTAL $	10,000.00
TOTAL $	10,000.00

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY 5/8/19

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
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6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
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10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 023818 Vendor Name: Blue Arbor, Inc.
Project Number: P.O. No. 190741 C.O. No. 3
Department: Purchasing P.D. No.: 17-18.055 Date: 04/25/2019

Notes for Modifying the Scope of Award:

Previous Purchase Order Total Dollars: $34,461.00
Additional Purchase Order Total Dollars: $10,000.00
New Purchase Order Total Dollars: $44,461.00

To Modify existing Purchase Order:

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount: 10,000.00
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Modify Notes:
Date of BCC action: **ATTACH RESUME** _____

Previous Purchase Order Total Dollars: 34,461.00
Net Dollars added or subtract: 10,000.00
New Purchase Order Total Dollars: 44,461.00

Previous Contract Total Dollars: _____
Net Dollars added or subtract: _____
New Contract Total Dollars: _____

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
140701	53401		10,000.00	10,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____

Contract Administrator' s Certification & Approval _____ **Date**_____

Office of Purchasing Review: Agent_____ **Date**_____ **Division Manager** _____ **Date** 4/25/19

County Administrator's Approval_____ **Date**_____

F0020 (Revised 1-29-08)

PURCHASE ORDER NO. 190741-2

CHANGE DATE: 02/15/19

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFF
SEE BELOW

ATTN:

ORDER DATE: 02/15/19	BUYER: PURCHASING MANAGER	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Change Order provides for additional funds for Termporary Employee Services for the Office of Purchasing. PREVIOUS PO TOTAL DOLLARS: $14,461. 02 CHANGE ORDER #1 TOTAL DOLLARS ADDED: $10,000.00 CHANGE ORDER #2 TOTAL DOLLARS ADDED: $10,000.00 NEW CHANGE ORDER TOTAL DOLLARS: $34,461.02		
01	.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	10000.0000	10,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	10,000.00	

PAGE TOTAL $	10,000.00
TOTAL $	10,000.00

APPROVED BY Lisa Lorey 2/21/19

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act. §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
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17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
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19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
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26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 023818 Vendor Name: Blue Arbor, Inc.
Project Number: P.O. No. 190741 C.O. No. 2
Department: Purchasing P.D. No.: 17-18.055 Date: 01/08/2019

Notes for Modifying the Scope of Award:

Previous Purchase Order Total Dollars: $24,461.00
Additional Purchase Order Total Dollars: $10,000.00
New Purchase Order Total Dollars: $34,461.00

To Modify existing Purchase Order:

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount: 10,000.00
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Adding Dollars to Line Item No._____ Quantity Adjustment_____ Amount:_____
Deleting Dollars from Line Item No._____ Adjustment_____ Amount:_____

Modify Notes:
Date of BCC action: **ATTACH RESUME** _____

Previous Purchase Order Total Dollars: 24,461.00
Net Dollars added or subtract: 10,000.00
New Purchase Order Total Dollars: 34,461.00

Previous Contract Total Dollars: _____
Net Dollars added or subtract: _____
New Contract Total Dollars: _____

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+/- change	Dollar Amount
140701	53401		10,000.00	10,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____

Contract Administrator' s Certification & Approval _____ **Date**_____

Office of Purchasing Review: Agent_____ **Date**_____ **Division Manager** _____ **Date** 2/20/19

County Administrator's Approval_____ **Date**_____

F0020 (Revised 1-29-08)

PURCHASE ORDER NO. 190741-1

CHANGE DATE: 01/10/19

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
ESCAMBIA COUNTY PURCHASING OFF
SEE BELOW

ATTN:

ORDER DATE: 11/13/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19000781	REQ. DATE: 11/06/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	PURCHASE ORDER TO PROVIDE TEMPORARY STAFFING SERVICE FOR THE OFFICE OF PURCHASING. CONTRACT #17-18.055.	10000.0000	10,000.00

Certificate: I do hereby certify that the attached invoices are correct; the goods or services have been properly received by the County; the expenditures are in compliance with the laws or grant restrictions; the adequate budget appropriations are available; the expenditures are just reasonable and necessary for operations of the appropriate department; and that the invoices are due and unpaid.

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	140701	53401	10,000.00	

PAGE TOTAL $	10,000.00
TOTAL $	10,000.00

APPROVED BY 1/18/19

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement-** By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection-** All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss-** All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities-** If the Contractor delivers quantities of any item in excess of the quantity ordered than such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time Is of the Essence-** Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments, if any.
6. **Delivery Tickets-** All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call, 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information), and 7) Date of delivery or shipment. Upon delivery the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet-** At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes-** The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment-** After delivery and acceptance of goods and submission of properly certified invoices Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes-** The County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations-** Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws-** In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status or veteran status.
13. **Warranties-** In addition to all warranties, established by statute or common law or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased if specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement-** Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises-** If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens-** All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification.** Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages including attorneys' fees and costs, which County may incur as a result of claims, demands suits, or causes of action of any kind or nature arising from, caused by or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees-** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities-** (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a) the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default-** The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services, provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience-** The Purchasing Manager by written notice may terminate this PO in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure-** Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment.** Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation -** The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law-** This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations.** The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising-** Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services or appropriate or make use of the County's name or identifying marks.
29. **Public Records-** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16367 **County Administrator's Report 12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Traffic Restrictions - Truck Prohibitions on County Road 489 (Stefani Road) & West Ten Mile Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Traffic Restrictions - Truck Prohibitions on County Road 489 (Stefani Road) & West Ten Mile Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning Traffic Restrictions - Truck Prohibition on Stefani Road:

A. Adopt a Resolution establishing a vehicle weight restriction on County Road (CR) 489 (Stefani Road) from West Nine Mile Road to CR 297 (West Roberts Road), and West Ten Mile Road from SR 95 (US Highway 29) to Stefani Road - no trucks in excess of 10,500 pounds gross vehicle weight allowed, except trucks servicing or having business within the described area; and

B. Authorize the Chairman to sign the Resolution.

This portion of roadway is located in Commission District 5.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Account Code 53401, for sign installations]

BACKGROUND:

The Board is authorized under Sections 316.006 (3) (a,b); 316.008 (1) (m,n) and 316.555 of the Florida Statutes (2004) to establish regulations on County roadways and streets.

Chapter 94, Article 1, Section 94-1 of the Escambia County Code of Ordinances authorizes the County Engineer to place limits on the size and/or class of vehicles on County roadways and streets. This authorization requires the County Engineer to file for Board ratification by Resolution, quarterly, a list of all limitation orders established under this section.

Following requests from area residents, and a request to install truck prohibitions on County Road (CR) 489 (Stefani Road) and West Ten Mile Road from a resident who attended the recent Commissioner District 5 Town Hall Meeting at the Escambia County Extension Services, held on May 14, 2019, staff evaluated the two locations and determined this request to be necessary and reasonable for public safety and convenience based on the intersection geometrics, restrictive width of roadway, condition of travel surface, and potential shoulder hazards.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Account Code 53401, for sign installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

No additional personnel is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

Map

RESOLUTION NUMBER R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING A VEHICLE WEIGHT RESTRICTION ON STEFANI ROAD FROM W. NINE MILE ROAD TO W. ROBERTS ROAD AND W. TEN MILE ROAD FROM US 29 TO STEFANI ROAD; PROVIDING ON AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(m)(n), and 316.555, Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish restrictions on the load and weight of vehicles on certain roads for public safety and convenience; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to place restrictions on the load and weight of vehicles using certain roads and to erect signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, on a quarterly basis, the County Engineer is directed to file a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, the Board has determined that establishing a vehicle weight restriction on Stefani Road from W. Nine Mile Road to W. Roberts Road and W. Ten Mile Road from US 29 to Stefani Road is reasonable and necessary for public safety and on convenience.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That a prohibition upon vehicles in excess of 10,500 pounds gross vehicle weight is hereby established, except for vehicles servicing or having business within the described portions of said roads, as follows: Stefani Road from W. Nine Mile Road to W. Roberts Road and W. Ten Mile Road from US 29 to Stefani Road.

SECTION 3. That Transportation & Traffic Operations staff previously posted notices of the proposed restrictions in conspicuous locations within the above-described areas.

SECTION 4. That this restriction shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

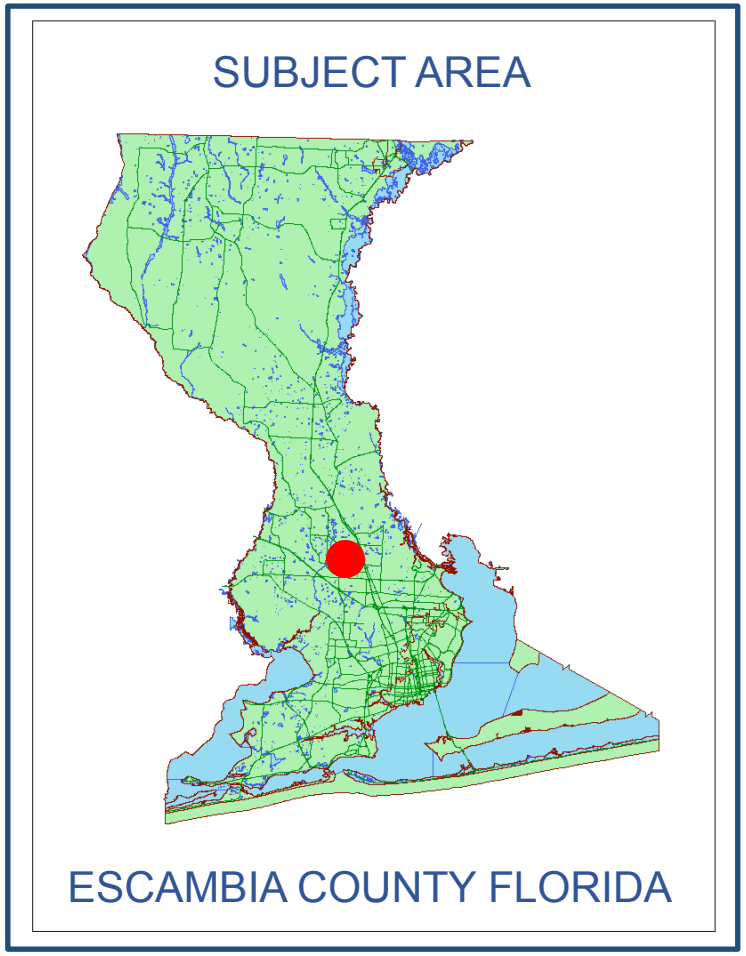
Date: 06-18-2019

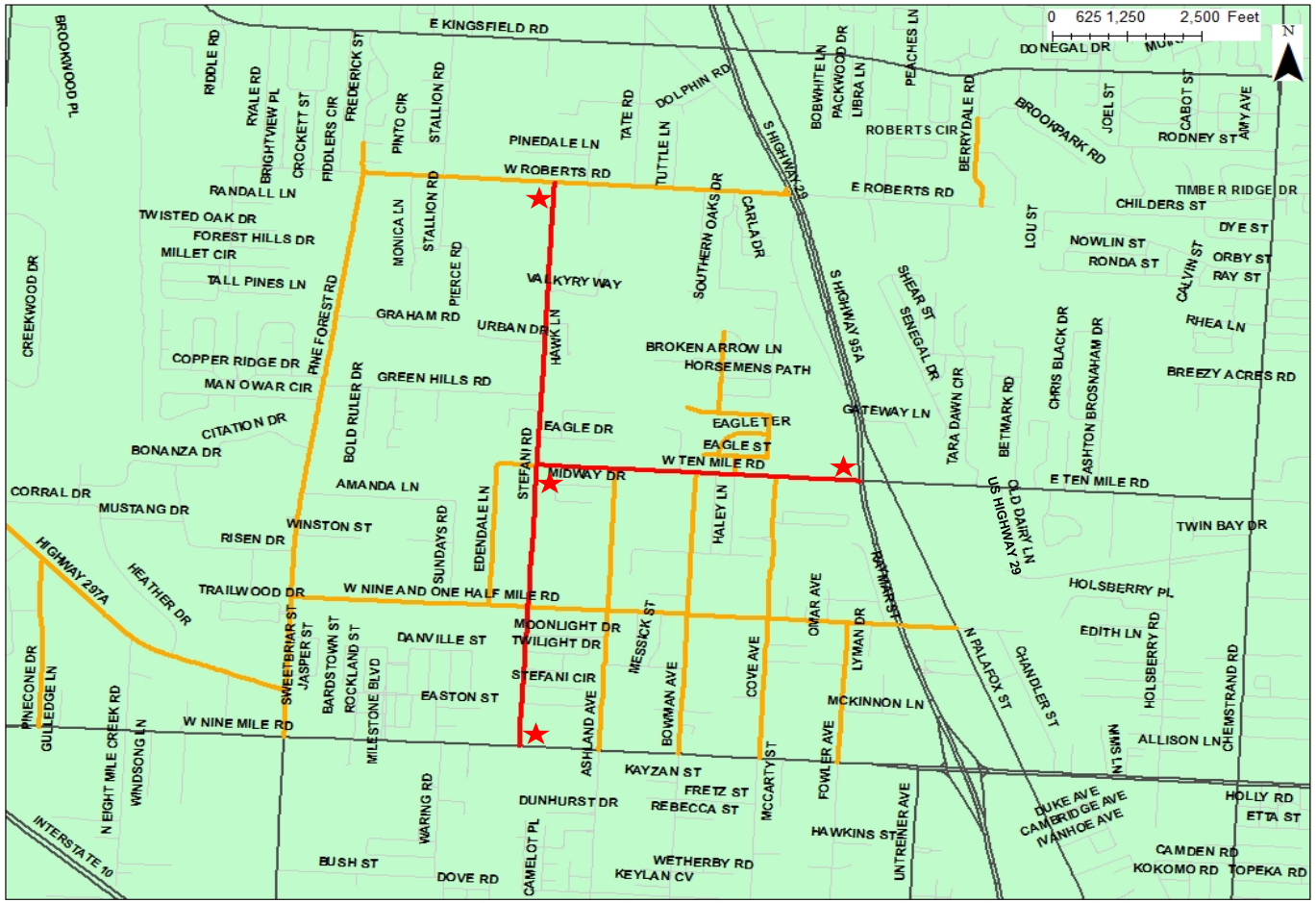
STEFANI ROAD AREA TRUCK PROHIBITION

STEFANI ROAD AREA TRUCK PROHIBITION

- STEFANI ROAD (NINE MILE ROAD – TEN MILE ROAD) SHOWN IN RED
- TEN MILE ROAD (STEFANI ROAD - US HIGHWAY 29) SHOWN IN RED
- EXISTING AREA TRUCK PROHIBITION SHOWN IN ORANGE

★ *NEW REGULATORY SIGNAGE FOR STEFANI ROAD AREA TRUCK PROHIBITION INSTALLED APRIL 2019*





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16392 **County Administrator's Report 12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order to Rebol-Battle & Associates LLC for Contract PD 17-18.042 South Chemstrand Road Sidewalk Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Rebol-Battle & Associates, LLC, for Contract PD 17-18.042, South Chemstrand Road Sidewalk Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Rebol-Battle & Associates, LLC, for Contract PD 17-18.042, South Chemstrand Road Sidewalk Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$81,331.82
Vendor:	Rebol-Battle & Associates LLC
Project Name:	South Chemstrand Road Sidewalks
Contract:	PD 17-18.042
PO#:	181366
CO#:	2
Original Contract Award:	$98,842.84
Cumulative Amount of Change Orders Through this CO:	$81,331.82
New Contract Amount:	$180,174.66

This project is located in Commission District 3.

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Object Code 56301, Project #18EN0303]

BACKGROUND:

In regular session on July 19, 2018, the Board approved the Agreement between Escambia County and Rebol-Battle & Associates, LLC (RBA), per the terms and conditions of PD 17-18.042, South Chemstrand Road Sidewalks for a lump sum amount of $98,842.84.

There is an existing stormwater system along a portion of South Chemstrand Road that is maintained by the County. Prior to the project, area drainage issues had been addressed through the maintenance work order system. During the planning stages of the design of the proposed sidewalks for the project, a flooding questionnaire was sent to all residents within 500' of the road. Questionnaire responses prompted a community meeting that was held on March 11, 2019 to discuss flooding issues. Following the community meeting, the Commissioner directed staff to meet individually with residents at their properties and to address their concerns as a part of the project. After observing the conditions at the various properties in the project area, staff requested a proposal from RBA to incorporate an enhanced drainage analysis and design into the project.

Per the proposal, RBA will provide an analysis of South Chemstrand Road from Beland Road and Nine Mile Road, west to CSX Railroad, and east to Kaylyn pond (see attached map). The proposal will require additional design efforts for the project that will include, but not be limited to, topographic survey (including SUE data), utility coordination and permitting, and a design for an upgraded drainage system throughout the expanded project area. This proposal also includes efforts to assist the County in acquiring necessary drainage easements that will allow storm water runoff to be better managed to reduce flooding. The cost for these additional services will be $81,331.82, resulting in a new contract amount of $180,174.67.

BUDGETARY IMPACT:

Funds are available in Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #18EN0303.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Original Purchase Order with Contract
Change Order Backup
Board Action 071918
Map

PURCHASE ORDER NO. 181366

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR

181263 FAX: 850-438-0448
REBOL-BATTLE & ASSOCIATES LLC
2301 N 9TH AVENUE STE 300
PENSACOLA FL 32503

SHIP TO

ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 07/31/18	BUYER: EMILY WEDDINGTON	REQ. NO.: 18001531	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 17-18.042	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 17-18.042 SOUTH CHEMSTRAND ROAD SIDEWALKS, BCC APPROVAL 07/19/2018	98842.8400	98,842.84

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210106 56301	98,842.84	18EN0303

PAGE TOTAL	$	98,842.84
TOTAL	$	98,842.84

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Rebol-Battle & Associates, LLC

PD 17-18.042, South Chemstrand Road Sidewalks

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of July, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Rebol-Battle & Associates, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose address is 2301 N. 9th Avenue, Suite 300, Pensacola, Florida 32503, and whose Federal tax identification number is 14-1880334 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Rebol-Battle & Associates, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Mariana Correa, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 17-18.042, South Chemstrand Road Sidewalks.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of Ninety Eight Thousand Eight Hundred Forty Two Dollars and Eighty Four Cents ($98,842.84) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.042, South Chemstrand Road Sidewalks, and as represented in the Consultant's Letter of Interest response to PD 17-18.042, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $1,389,625.00.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Ninety Eight Thousand Eight Hundred Forty Two Dollars and Eighty Four Cents ($98,842.84). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Rebol-Battle & Associates, LLC
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503

(d) Invoices to the County shall be sent to:

Mariana Correa
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Notices to the County shall be sent to:

Jack R. Brown
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, limited liability company, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or limited liability company to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by

any person, firm or limited liability company to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement 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 of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. 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.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Rebol-Battle & Associates, LLC, signing by and through its Paul A. Battle, Principal, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Jack R. Brown, County Administrator

Date: 7/31/18

BCC Approved: July 19, 2018

_____
Witness

_____
Witness

CONSULTANT:
Rebol-Battle & Associates, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida.

By: _____
Paul A. Battle, Principal

Date: 7.10.2018

_____
Witness

_____
Witness

Exhibit A

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

Project Understanding / Approach / Scope Clarification

ESCAMBIA COUNTY – Engineering Department
South Chemstrand Road Sidewalk Project
Revised 6/14/2018

Rebol-Battle & Associates (RBA) proposes to provide engineering/surveying services, permitting, and environmental services to develop final roadway construction plans for the South Chemstrand Road Sidewalk Project.

This document will serve as clarification to the Scope of Service contained in the PD 17-18.042 RLI Information Package. The sidewalk project is approximately 4,900 LF and is located between 9 Mile Road and Johnson Avenue. The tasks contained within this scope of services is intended to encompass all services needed to design and permit sidewalks along both sides of Chemstrand Road from the south side of 9 Mile Road to the north side of Johnson Avenue.

Task 1 – Data Collection
Data collection includes a detailed review and compilation of existing background data and documents available for the project area which will be used in the design. RBA will obtain available existing plats, surveys, Right of Way Maps, and deeds along Chemstrand Road. Field investigations will be made throughout design to confirm physical constraints, meet with sub consultants, and County staff. Wetland Sciences will verify the limits of any wetlands that may be located within the proposed alignment. ISS will perform GPR/SUE investigation and a report of findings along critical areas of the project in this task.

Task 2 – Surveying
The Surveying task will include the right of way, topographic, and control along project route.

Specifically, the survey task includes:

- Provide a signed and sealed topographic survey for the right of way along Chemstrand Road from 9 Mile Road to Johnson Avenue. This includes approximately 4,900' along the primary route and east and west of all roadway intersections to provide adequate information to complete the design
- Horizontal and Vertical Control work.
- ROW Verification
- Benchmark Establishment (minimum of 5)
- Wetland flag location along route (if required)
- Utility locations (sunshine one call)
- SUE marker locations and removal of the markers

The surveying services will be performed in accordance with Chapter 61G17-6, Florida Administrative Code and based on State Plane Coordinates, NAD 83/90, North Florida Zone. This task will include review and approval of the topographic survey by the County Surveyor.

Task 3 – 30% Design
At the completion of data collection and field surveying services, 30% preliminary plans will be developed. The submittal will be consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, drainage map, typical section, misc. details, project layout, roadway plan/profile, cross sections, and SWPPP. Prior to submittal, an internal 30% QA/QC will be performed by an engineer not associated with the design of the project.

Task 4 – Public Involvement
RBA will provide drawings, questionnaires, and attend a project workshop after the 30% design phase to obtain public feedback on the proposed sidewalk path.

Task 5 – 60% Design
Once public involvement task #1 is complete, the 60% design will be completed. This task includes addressing any comments received by Escambia County during the 30% review process. This task will allow design progression from 30% to 60%. Upon completion of this task, 60% design plans will be provided that are consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, summary of quantities, misc. details, completed project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 60% cost estimate will also be provided. Prior to submittal, an internal 60% QA/QC will be performed by an engineer not associated with the design of the project.

Task 6 – Utility Coordination
Upon completion of the 30% design, 60% design, and 90% design, we will have a plans-in-hand walk through of the job with the utility providers for coordination of adjustments or relocations.

Task 7 - Permitting
FDOT permitting will be required for the proposed sidewalk connection adjacent to the Taco Bell at 9 Mile Road. FDOT permitting fees are included under the optional services task. While Dredge and Fill permitting from FDEP and the ACOE is not anticipated, a separate optional service task has been included if wetlands are identified during the wetland investigation by Wetland Sciences in Task 1.

Task 8 – 90% Design
Once utility coordination has been completed and permitting is underway, the 90% design plans will be completed. This task will allow design progression from 60% to 90%. This task includes addressing any comments received by Escambia County during the 60% review process. Upon completion of this task, 90% design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include complete key sheet, general notes, summary of quantities, misc. details, project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 90% cost estimate will also be provided. Prior to submittal, an internal 90% QA/QC will be performed by an engineer not associated with the design of the project.

Task 9 – 100% Design
Once all permitting and public involvement is completed, the 100% design plans will be completed. This task will allow design progression from 90% to 100%. This task includes addressing any comments received by Escambia County during the 90% review process. Upon completion of this task, 100% design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include final key sheet, general notes, summary of quantities, misc. details, project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 100% cost estimate will also be provided. Prior to submittal, an internal 100% QA/QC will be performed by an engineer not associated with the design of the project.

100% construction plans, bid documents including the bid tabulation and technical specifications will be provided. These documents will then be subject to a CDR review by Escambia County. This task includes revisions as necessary to produce final plans ready for bidding based upon the CDR.

Task 10 – Post Design Services
This task includes attending pre-bid meeting, addressing RFI's that may be received during bidding, attending the bid opening, and providing a certified bid tab. This task also includes providing an as-built drawing from the contractors' markups.

Task 11 – Construction Inspection
This task includes any construction administration and observations that may be required or requested by County staff. Items included include are attendance at the pre-construction meeting, response to contractors RFI, shop drawing review, substantial completion inspection, final completion inspection, and permit certifications. If an as-built survey is desired or contractor markups are not provided, a fee for this service has been provided as an optional service under task 12.

Task 12 – Optional Services
Although they are not anticipated, the following services may be necessary through design and construction of the project. Neither RBA or its sub-consultants will proceed with any of these items unless a NTP is obtained from Escambia County.

- Miscellaneous permitting services, including but not limited to, wetland permitting services. Should wetlands be found and impacts are unavoidable, RBA and Wetland Sciences will obtain necessary permits. A permitting fee allowance is included.
- As-built survey by RBA should contractor markups not be provided or if County desires a survey of the improvements.
- Additional public involvement services beyond the scope of task 4.

Exhibit A

INFRASTRUCTURE SPECIALTY SERVICES

Proposal

Date: May 24. 2018
W.O. #:

Customer ID: RBA

Approved by: T.E. Kassebaum

Bill to: Jeremy King
RBA

Job: Chemstrand Road; 9 mile south to Johnson

Qty	Description	Unit Price	Line Total
LS	GPR & S.U.E. Investigation. Quality Level "A". Using 3 frequnecy GPR with 5cm GPS. 1/2" survey markers will be placed on top of located utilities for calibaration and identification purposes if needed.	$4,950.00	$4,950.00
1 EA	Report of Findings; location log & pictures. Files will be in .dxf, .kmz, and .csv format. Pictures via Dropbox. All project data will be transferred electronically.	$450.00	$450.00
Assumptions:	No known hazardous material buried on site, no explosive material buried on site, no permits required from Federal, State or local authorities, any permits will be provided by client. ISS Inc. will have full unimpeded access to the site. Client will have a representative available (on-call) to make determinations of unknown material, substances, structures or utilities as needed. ISS Inc. will not provide citizen coordination and interaction services.		
Notes:	Client is responsible for providing the locations of ALL utilities regardless of age or current service. Excavation requiring machinery is not included in this quote. Any discovery of buried hazardous/dangerous/questionable material and/or structures will stop excavations immediately until properly identified by the client. Survey location services available for an additional fee. GPR depth readings will vary due to soil composition, moisture and debris, +/- 15%. Client shall make accommodations for variances. ISS Inc. will invoice weekly. Ground water can blind GPR signals.		
Method:	Utilities will be located by GPR. Soft dig locations (S.U.E.) will be hand and/or jet-vacuum excavated.		
		Subtotal	$ 5,400.00
		Misc.	
		Total	**$ 5,400.00**

Tammy E. Kassebaum - President

Make all checks payable to: Infrastructure Specialty Services, Inc.

Thank you for your business!

Payment is due upon receipt

2251 North "E" Street Pensacola, FL 32501 Sales@ISSGlobalSerices.com

WETLAND SCIENCES INCORPORATED

May 29, 2018

Jeremy King, PE
Rebol-Battle & Associates, LLC
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503

Re: ***South Chemstrand Road Sidewalks***
Environmental Resource Permitting Scope and Quote
WSI Project #2018-436

Dear Mr. King,

As requested, the following letter proposal offers a scope of work and fee estimate for environmental consulting services that may be required to obtain the necessary state and federal environmental resource permits authorizing proposed sidewalk improvements along Chemstrand Road in between Johnson Ave Nine Mile Road.

To understand the regulatory implications of the proposed improvements it will be necessary to identify wetlands and surface waters within the project area. This will be Task 1.

Task 1 – Delineation of Wetland Resources

A flagged jurisdictional determination of all wetlands regulated under ***33 CFR 320-330*** (US Army Corps of Engineers in accordance with the Corps of Engineers 1987 wetland delineation manual), Florida Department of Environmental Protection under **62-340 F.A.C**. This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically sub-meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries approximated which will be attached to the report.

Our cost associated with the performance of a non-binding wetland determination is not to exceed **$1,750.** Please allow 20 business days for field identification and report preparation

Task 2 - State/Federal Environmental Resource Permitting

This effort may require some coordination with the Florida Department of Environmental Protection (DEP) or the Northwest Florida Water Management District (District) and Department of the Army Corps of Engineers (Corps). The following is a summary of each agencies role in this process.

State of Florida – DEP

It is likely that the proposed improvements may be authorized via a noticed general permit pursuant to Rule 62-330.400, Florida Administrative Code (F.A.C.). The application fee for a noticed general permit is $250. If for some reason, DEP/District does not concur with the noticed general permit request then an Environmental Resource Permit will be required. If so, an ERP application fee is $420.

Federal – Corps

Section 404(e) of the Clean Water Act allows the Corps to issue general permits (referred as Nationwide Permit) to authorize activities that have minimal individual and cumulative adverse environmental effects. In our opinion, the Corps may be able to authorize the proposed activities via Nationwide 18/41. The application submitted to DEP will serve as a Pre-Construction Notification requesting coverage under both Nationwide Permit Programs. This will provide the district engineer with an opportunity to confirm whether or not the proposed activities qualify for NWP authorization. For most NWPs, the district engineer has to respond to a notification within 45-days of a complete PCN. Please understand this timeline is largely dependent on the Corps workload which at the time is extreme. Our experience suggests 4-6 months to obtain verification of coverage under a Nationwide Permit.

If, after reviewing the PCN, the district engineer determines that the proposed activity qualifies for NWP authorization, the district engineer issues an NWP verification letter to the project proponent. The NWP verification may contain special conditions to ensure that the NWP activity results in minimal individual and cumulative effects on the aquatic environment and the Corps public interest review factors

Both the State and Federal requests will need supporting documents such as project narrative & scope of work and civil site plan drawings depicting the proposed activity. It is assumed we will be provided civil site plan drawings depicting the proposed activity by a civil engineer.

Wetland Sciences, Inc. will work with the design engineer to prepare scope of work, environmental resource permit applications, and request to verify coverage via Corps Nationwide Permit for the proposed modifications. Wetland Sciences, Inc. will identify impacts to regulated wetlands and listed species.

Wetland Sciences, Inc. will coordinate with both state and federal resource agencies and provide information necessary leading to the issuance of the requisite permits. The following is a breakdown of expected fees.

- Wetland Sciences, Inc. consulting fee to assist with the preparation of the ERP application and agency fee leading to the issuance of final permits – lump sum of $2,000
- DEP ERP Application Fee - $250 (If an ERP permit is required then this fee will be increased to $420).

Total Fees for Task 2: $2,250-$2,420

This assumes our office will be provided civil site plan drawings prepared by a civil engineer. This does not include any fees associated with surveying, and compensatory wetland mitigation (if required).

This concludes our response. Let me know if you need any additional information.

Respectfully,
Wetland Sciences, Inc.



Keith Johnson
Environmental Scientist

3308 Gulf Beach Highway • Pensacola, Florida 32507 • Telephone: (850) 453-4700 • keith@wetlandsciences.com

Exhibit B

South Chemstrand Road Sidewalks

6/13/2018

Weeks from NTP

| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 |
|---|---|---

Exhibit B

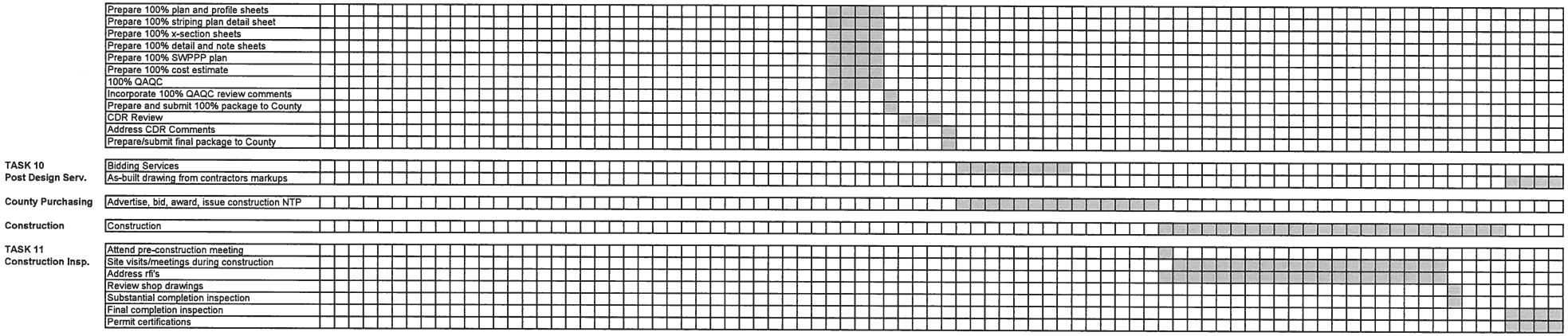

Prepare 100% plan and profile sheets
Prepare 100% striping plan detail sheet
Prepare 100% x-section sheets
Prepare 100% detail and note sheets
Prepare 100% SWPPP plan
Prepare 100% cost estimate
100% QAQC
Incorporate 100% QAQC review comments
Prepare and submit 100% package to County
CDR Review
Address CDR Comments
Prepare/submit final package to County
TASK 10
Post Design Serv.
Bidding Services
As-built drawing from contractors markups
County Purchasing
Advertise, bid, award, issue construction NTP
Construction
Construction
TASK 11
Construction Insp.
Attend pre-construction meeting
Site visits/meetings during construction
Address rfi's
Review shop drawings
Substantial completion inspection
Final completion inspection
Permit certifications

Exhibit C

South Chemstrand Road Sidewalks

June 13, 2018

	Project Manager		Senior Civil Engineer (PE)		Civil Engineer (EI)		Civil Drafter		Civil Clerical		PSM		CADD Tech		Surveyor (II) (Three Man Crew)		Sub-Consultants	Prime Consultant
	Rate	$123.55	Rate	$117.70	Rate	$75.51	Rate	$67.74	Rate	$50.84	Rate	$82.54	Rate	$66.40	Rate	$137.09		
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal		
TASK 1 - Data Collection																		
Obtain existing plats, surveys, deeds, etc	0.5	$61.78	2	$235.40					1	$50.84	2	$165.08	3	$199.20				$712.30
Project meetings through design process	1	$123.55	16	$1,883.20							2	$165.08						$2,171.83
Wetland Consultant - See Wetland Sciences Scope																	$1,750.00	
Coordination with wetland consultant	0.5	$61.78	2	$235.40														$297.18
SUE Consultant - See ISS Scope																	$5,400.00	
Coordination with SUE consultant	0.5	$61.78	2	$235.40			4	$270.96										$568.14
Totals	3		22				4		1		4		3			Task Subtotal	**$7,150.00**	**$3,749.44**
TASK 2 - Surveying																		
Establish horizontal and vertical control through corridor															16	$2,193.44		$2,193.44
Wetland and SUE hole location, Remove SUE markers															4	$548.36		$548.36
Survey existing conditions											2	$165.08			56	$7,677.04		$7,842.12
Produce topographic survey											3	$247.62	40	$2,656.00				$2,903.62
Totals											5		40		76	Task Subtotal		**$13,487.54**
TASK 3 - 30% Design																		
Develop Horizontal Base Alignment	1	$123.55	8	$941.60	12	$906.12	20	$1,354.80										$3,326.07
Prepare 30% Cross Sections	1	$123.55	4	$470.80	8	$604.08	16	$1,083.84										$2,282.27
Drainage Area Delineation			4	$470.80	8	$604.08	2	$135.48										$1,210.36
30% QAQC					4	$302.04												$302.04
Incorporate 30% QAQC review comments			2	$235.40			4	$270.96										$506.36
Prepare and submit 30% package to County	2	$247.10							1	$50.84								$297.94
Totals	4		18		32		42		1							Task Subtotal		**$7,925.04**
TASK 4 - Public Involvement #1																		
Develop public reviewable drawings	1	$123.55	2	$235.40			12	$812.88										$1,171.83
Develop questionnaires	1	$123.55			2	$151.02			2	$101.68								$376.25
Prepare for and attend public meeting	4	$494.20	8	$941.60														$1,435.80
Review questionnaires and provide summary to County	2	$247.10			4	$302.04			4	$203.36								$752.50
Totals	8		10		6		12		6							Task Subtotal		**$3,736.38**
TASK 5 - 60% Design Plans																		
Address and Incorporate 30% Review Comments from County			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 60% drainage & conveyance plan			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 60% sidewalk geometry sheets			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 60% plan and profile sheets			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 60% striping plan detail sheet			1	$117.70	2	$151.02	2	$135.48										$404.20
Prepare 60% x-section sheets			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 60% detail and note sheets			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 60% SWPPP plan			2	$235.40	4	$302.04	4	$270.96										$808.40
Prepare 60% cost estimate			4	$470.80	8	$604.08												$1,074.88
60% QAQC					4	$302.04												$302.04
Incorporate 60% QAQC review comments			2	$235.40			8	$541.92										$777.32
Prepare and submit 60% package to County	2	$247.10							1	$50.84								$297.94
Totals	2		21		42		62		1							Task Subtotal		**$10,140.94**
TASK 6 - Utility Coordination																		
Coordination of relocations and adjustments with providers	6	$741.30	18	$2,118.60			36	$2,438.64										$5,298.54
Totals	6		18				36									Task Subtotal		**$5,298.54**
TASK 7 - Permitting																		
Prepare FDOT Drainage and Driveway Permit submittal package	2	$247.10	8	$941.60			16	$1,083.84										$2,272.54
Respond to Comments	1	$123.55	4	$470.80			8	$541.92										$1,136.27
Resubmit permitting package	0.5	$61.78	2	$235.40					1	$50.84								$348.02
Totals	4		14				24		1							Task Subtotal		**$3,756.83**
TASK 8 - 90% Design																		
Address and Incorporate 60% Review Comments from County			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 90% drainage & conveyance plan			1	$117.70	4	$302.04	4	$270.96										$690.70
Prepare 90% sidewalk geometry sheets			1	$117.70	4	$302.04	4	$270.96										$690.70
Prepare 90% plan and profile sheets			1	$117.70	4	$302.04	4	$270.96										$690.70
Prepare 90% striping plan detail sheet			1	$117.70	1	$75.51	4	$270.96										$464.17
Prepare 90% x-section sheets			1	$117.70	4	$302.04	4	$270.96										$690.70
Prepare 90% detail and note sheets			1	$117.70	4	$302.04	4	$270.96										$690.70
Prepare 90% SWPPP plan			1	$117.70	2	$151.02	4	$270.96										$539.68
Prepare 90% cost estimate			3	$353.10	8	$604.08												$957.18
90% QAQC					4	$302.04												$302.04
Incorporate 90% QAQC review comments			2	$235.40			4	$270.96										$506.36
Prepare and submit 90% package to County	2	$247.10							1	$50.84								$297.94
Totals	2		14		39		40		1							Task Subtotal		**$7,600.23**
TASK 9 - 100% Design																		
Address and Incorporate 90% Review Comments from County			1	$117.70	4	$302.04	8	$541.92										$961.66
Prepare 100% drainage & conveyance plan			0.5	$58.85	1	$75.51												$134.36
Prepare 100% sidewalk geometry sheets			0.5	$58.85	2	$151.02	2	$135.48										$345.35
Prepare 100% plan and profile sheets			0.5	$58.85	2	$151.02	2	$135.48										$345.35
Prepare 100% striping plan detail sheet			0.5	$58.85	1	$75.51	2	$135.48										$269.84

Prepare 100% x-section sheets			0.5	$58.85	1	$75.51	2	$135.48										$269.84
Prepare 100% detail and note sheets			0.5	$58.85	4	$302.04	2	$135.48										$496.37
Prepare 100% SWPPP plan			0.5	$58.85	1	$75.51	1	$67.74										$202.10
Prepare 100% cost estimate			1	$117.70	4	$302.04												$419.74
100% QAQC					4	$302.04												$302.04
Incorporate 100% QAQC review comments			1	$117.70	2	$151.02	4	$270.96										$539.68
Prepare and submit 100% package to County									1	$50.84								$50.84
Address CDR Comments			1	$117.70	2	$151.02	4	$270.96										$539.68
Prepare and submit final package to County for procurement	1	$123.55							1	$50.84								$174.39
Totals	1		8		28		27		2							Task Subtotal		**$5,051.24**
TASK 10 - Post Design Services																		
Bidding Services (tech specs, bid tab, pre-bid, RFI's, Bid Opening, Bid Tab Certification)	2	$247.10	12	$1,412.40					2	$101.68								$1,761.18
As-built drawing from contractor's markups	1	$123.55	4	$470.80	4	$302.04	18	$1,219.32										$2,115.71
Totals	3		16		4		18		2							Task Subtotal		**$3,876.89**
TASK 11 - Construction Inspection																		
Attend pre-construction meeting			4	$470.80														$470.80
Site visits/meetings during construction	6	$741.30	48	$5,649.60														$6,390.90
Address RFI's					6	$453.06												$453.06
Review shop drawings					4	$302.04												$302.04
Substantial completion inspection	1	$123.55	4	$470.80														$594.35
Final completion inspection	1	$123.55	4	$470.80														$594.35
Permit certifications	1	$123.55	2	$235.40	4	$302.04												$660.99
Totals	9		62		14											Task Subtotal		**$9,466.49**
TASK 12 - Optional Services																		
Misc. Permitting Services	3	$370.65	8	$941.60	8	$604.08	24	$1,625.76									$2,000.00	$3,542.09
Public Involvement Meeting	8	$988.40	10	$1,177.00	6	$453.06	12.00	$812.88	6	$305.04								$3,736.38
Permit Fee Allowance																		$1,000.00
As-built survey of sidewalks											3	$247.62	24	$1,593.60	40	$5,483.60		$7,324.82
Totals	11		18		14		36		6		3		24		40	Task Subtotal	**$2,000.00**	**$15,603.29**

Subconsultant - Basic Services Total	$7,150.00
Prime - Basic Services Total	$74,089.55
Basic Services Total	**$81,239.55**
Total Optional Services	**$17,603.29**
Contract Total	**$98,842.84**

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	South Chemstrand Road Sidewalk Project
Project ID:	
Location:	South Chemstrand Road between Johnson and Nine Mile
Project Manager:	Elizabeth Bush
Date:	6/10/2019

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is a request for additional funding ($81,331.82) associated with additional work needed to ensure proper drainage flow within the South Chemstrand Road area. When this project began there were no documented drainage complaints. As a result of a flooding questionnaire submitted to residents in January 2019, several residents complained of flooding. Additionally, at a public meeting held in March 2019, additional residents expressed their concerns and it was determined that drainage was an issue and needed to be addressed. The additional funds will allow the design engineer to gather additional off-site survey, complete a drainage analysis of the area located on the attached map, and design a stormwater system to meet the current drainage concerns. The new contract amount will be $180,174.67. A budget amendment will not be required as there is funding currently available in the project.

Attached backup documentation	16	page (s).
RFF/NTP Start Date		or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by		calendar days.
		Completion date

				Obligated	Required
Balance of CIP Project					$ 201,157.00
Funds for Original Construction Contract					
Funds for Construction CO#					
Contract PD		Contractor			
Funds for Original Task Order					
Funds for Addendum #					
Task Order PD	17-18.042	Consultant	Rebol-Battle		$ 81,331.82
Funds for Original Work Order					
Funds for Change Order #					
Contract PD					
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ -	$ 119,825.18

PM: Elizabeth Bush — Digitally signed by Elizabeth Bush
DN: cn=Elizabeth Bush, o=Public Works, ou=Engineering, email=mebush@myescambia.com, c=US
Date: 2019.06.13 14:48:11 -05'00'

Deputy Division Manager: James Duncan — Digitally signed by James Duncan
Date: 2019.06.13 17:20:12 -05'00'

Division Manager:

Accountant:

County Engineer:

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

May 20, 2019

Liz Bush
Construction Manager
Escambia County Public Works – Engineering Division

Re: South Chemstrand Road Sidewalk & Drainage – Change Order Request

This change order request was developed in order to address the drainage issues along Chemstrand Road primarily in the vicinity of Greenridge Dr. and Camden Road. The drainage design will identify deficiencies and develop construction plans to alleviate offsite stormwater flow through Greenridge from the undeveloped property west of Greenridge, address Camden Road conveyance issues, and ensure adequate conveyance capacity for the contributing area to prevent ditch and lot flooding.

The task breakdown below and the attached change order request breaks down the additional efforts for each task that are needed to accomplish the final goal. The fee on the attached change order will supplement the original task order for design. The drainage area for the expanded project is shown on the attached map.

Task 1 – Data Collection
Data collection includes a detailed review and compilation of existing background data and documents available for the expanded project area which will be used in the design. RBA will obtain available existing plats, surveys, Right of Way Maps, and deeds along the expanded project area. Field investigations will be made throughout design to confirm physical constraints, meet with sub consultants, and County staff. ISS will perform GPR/SUE investigation and a report of findings along critical areas of the project in this task. NOVA will perform geotechnical services in the Kaylyn Rd. pond. Additional fees for this task will cover obtaining the additional information needed for surveying tasks, geotechnical investigation, and the coordination of the SUE data for the expanded project area.

Task 2 – Surveying
The Surveying task will include the right of way, topographic, and control along project route. Specifically, the survey task includes:

- Provide a signed and sealed topographic survey for the areas highlighted on the attached map. These areas include portions of Holly Rd., Etta St., Mildred Ave., Greenridge Dr., Camden Rd., Topeka Rd., Kaylyn Rd., Eastern boundary of Moulton property, and the Kaylyn Rd. pond.
- Horizontal and Vertical Control work.
- ROW Verification
- Benchmark Establishment (minimum of 5)
- Utility locations (sunshine one call)
- SUE marker locations and removal of the markers

The surveying services will be performed in accordance with Chapter 61G17-6, Florida Administrative Code and based on State Plane Coordinates, NAD 83/90, North Florida Zone. This task will include review and approval of the topographic survey by the County Surveyor.

Task 3 – 30% Design
At the completion of additional data collection and field surveying services, revised 30% preliminary plans will be developed. The submittal will be consistent with the "Summary of Phase Submittals for Escambia County" document. They will include a preliminary key sheet, general notes, drainage map, typical section, misc. details, project layout, roadway plan/profile, cross sections, and SWPPP. Prior to submittal, an internal 30% QA/QC will be performed by an engineer not associated with the design of the project. Additional fees associated with this task are based on the expanded project area.

Task 4 – Public Involvement
No change needed.

Task 5 – 60% Design
Upon receipt of review comments from the County, the 60% design will be completed. This task includes addressing any comments received by Escambia County during the 30% review process. This task will allow design progression from 30% to 60%. Upon completion of this task, 60% design plans will be provided that are consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, summary of quantities, misc. details, completed project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 60% cost estimate will also be provided. Prior to submittal, an internal 60% QA/QC will be performed by an engineer not associated with the design of the project. Additional fees associated with this task are based on the expanded project area.

Task 6 – Utility Coordination
Upon completion of the 30% design, 60% design, and 90% design, we will have a plans-in-hand walk through of the job with the utility providers for coordination of adjustments or relocations. Additional fees associated with this task are based on the expanded project area.

Task 7 - Permitting
The additional services added to task 7 will address the requirement for a NWFWMD ERP permit for the stormwater improvements.

Task 8 – 90% Design
Once utility coordination has been completed, comments from the County have been received, and permitting is underway, the 90% design plans will be completed. This task will allow design progression from 60% to 90%. This task includes addressing any comments received by Escambia County during the 60% review process. Upon completion of this task, 90% design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include complete key sheet, general notes, summary of quantities, misc. details, project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and

SWPPP. A 90% cost estimate will also be provided. Prior to submittal, an internal 90% QA/QC will be performed by an engineer not associated with the design of the project. Additional fees associated with this task are based on the expanded project area.

Task 9 – 100% Design

Once all permitting and public involvement is completed and comments from the County have been received, the 100% design plans will be completed. This task will allow design progression from 90% to 100%. This task includes addressing any comments received by Escambia County during the 90% review process. Upon completion of this task, 100% design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include final key sheet, general notes, summary of quantities, misc. details, project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 100% cost estimate will also be provided. Prior to submittal, an internal 100% QA/QC will be performed by an engineer not associated with the design of the project.

100% construction plans, bid documents including the bid tabulation and technical specifications will be provided. These documents will then be subject to a CDR review by Escambia County. This task includes revisions as necessary to produce final plans ready for bidding based upon the CDR. Additional fees associated with this task are based on the expanded project area.

Task 10 – Post Design Services

This task includes attending pre-bid meeting, addressing RFI's that may be received during bidding, attending the bid opening, and providing a certified bid tab. The additional fees associated with this task are based on the additional efforts needed to provide an as-built drawing from the contractors' markups for the expanded project area.

Task 11 – Construction Inspection

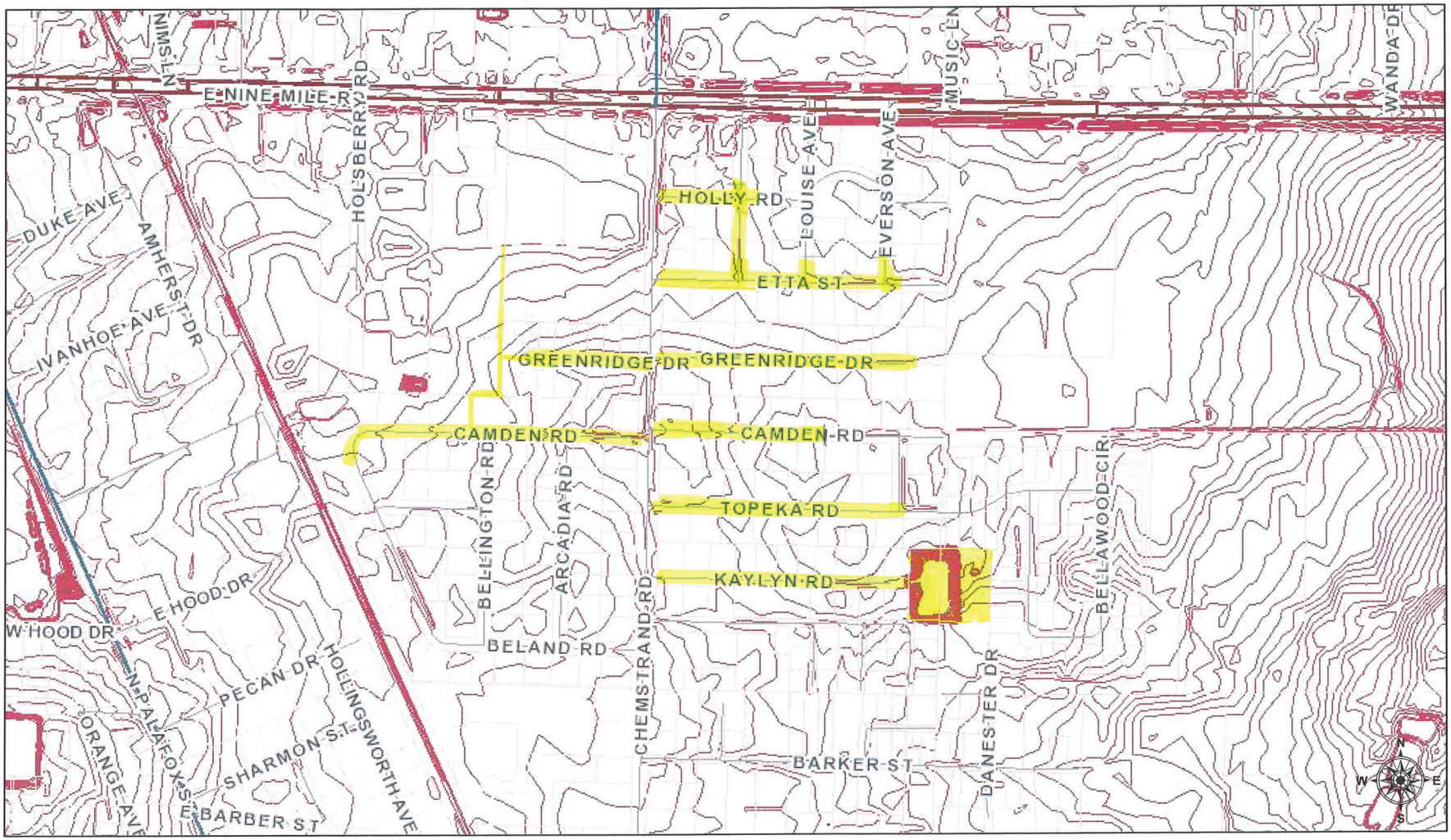
This task includes any construction administration and observations that may be required or requested by County staff. Items included include are attendance at the pre-construction meeting, response to contractors RFI, shop drawing review, substantial completion inspection, final completion inspection, and permit certifications. If an as-built survey is desired or contractor markups are not provided, a supplemental fee for this service has been provided as an optional service under task 12. Additional fees associated with this task are based on the expanded project area.

Task 12 – Optional Services

The additional following services may be necessary through design and construction of the project. Neither RBA or its sub-consultants will proceed with any of these items unless an NTP is obtained from Escambia County.

- Legal & sketch for property acquisition (allowance for up to 10 included).
- An optional service task already exists to as-built survey the Chemstrand Rd. sidewalk improvements in the original scope should contractor markups not be provided or if the County desires a final survey of the sidewalk improvements. Additional funds are shown in this change order task to survey the drainage improvements if desired based on the expanded project area.

South Chemstrand Drainage



April 2, 2019

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- Contours - Elevation
- County Outline

1:8,262

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2019

South Chemstrand Road Sidewalks Design Change Order

May 21, 2019

	Project Manager		Senior Civil Engineer (PE)		Civil Engineer (EI)		Civil Drafter		Civil Clerical		PSM		CADD Tech		Surveyor (II) (Three Man Crew)		Change Order Amount		Existing Task Total	Revised Task Total
	Rate	$123.55	Rate	$117.70	Rate	$75.51	Rate	$67.74	Rate	$50.84	Rate	$82.54	Rate	$66.40	Rate	$137.09	Sub-Consultant	Prime Consultant		
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal				
TASK 1 - Data Collection																				
Obtain existing plats, surveys, deeds, etc									1	$50.84	2	$165.08	2	$132.80				$348.72		
Project meetings through design process			6	$706.20							1	$82.54						$788.74		
Geotechnical Consultant - See NOVA Scope																	$5,000.00			
Coordination with geotechnical consultant	0.5	$61.78	3	$353.10														$414.88		
SUE Consultant - See ISS Scope																	$6,000.00			
Coordination with SUE consultant			4	$470.80			4	$270.96										$741.76		
Totals	1		13				4		1		3		2							
																Task Subtotal	**$13,294.10**		**$10,899.44**	**$24,193.54**
TASK 2 - Surveying																				
Establish horizontal and vertical control through corridor															16	$2,193.44		$2,193.44		
Survey existing conditions											2	$165.08			80	$10,967.20		$11,132.28		
Produce topographic survey											4	$330.16	60	$3,984.00				$4,314.16		
Totals											6		60		96					
																Task Subtotal	**$17,639.88**		**$13,487.54**	**$31,127.42**
TASK 3 - 30% Design																				
Develop Horizontal Base Alignment	1	$123.55	4	$470.80	4	$302.04	20	$1,354.80										$2,251.19		
Prepare 30% Cross Sections	1	$123.55	2	$235.40	4	$302.04	12	$812.88										$1,473.87		
Drainage Area Delineation			2	$235.40	4	$302.04	1	$67.74										$605.18		
30% QAQC					2	$151.02												$151.02		
Incorporate 30% QAQC review comments			2	$235.40			4	$270.96										$506.36		
Prepare and submit 30% package to County	1	$123.55																$123.55		
Totals	3		10		14		37													
																Task Subtotal	**$5,111.17**		**$7,925.04**	**$13,036.21**
TASK 4 - Public Involvement #1																Task Subtotal	**$0**		**$3,736.38**	**$3,736.38**
TASK 5 - 60% Design Plans																				
Address and Incorporate 30% Review Comments from County			1	$117.70	4	$302.04	8	$541.92										$961.66		
Prepare 60% drainage & conveyance plan			8	$941.60	16	$1,208.16	4	$270.96										$2,420.72		
Prepare 60% plan and profile sheets			4	$470.80	4	$302.04	8	$541.92										$1,314.76		
Prepare 60% x-section sheets			4	$470.80	4	$302.04	6	$406.44										$1,179.28		
Prepare 60% SWPPP plan			4	$470.80	4	$302.04	4	$270.96										$1,043.80		
Prepare 60% cost estimate			4	$470.80	6	$453.06												$923.86		
Incorporate 60% QAQC review comments			2	$235.40			6	$406.44										$641.84		
Prepare and submit 60% package to County	1	$123.55																$123.55		
Totals	1		27		38		36													
																Task Subtotal	**$8,609.47**		**$10,140.94**	**$18,750.41**
TASK 6 - Utility Coordination																				
Coordination of relocations and adjustments with providers	2	$247.10	32	$3,766.40	8	$604.08	48	$3,251.52										$7,869.10		
Totals	2		32		8		48													
																Task Subtotal	**$7,869.10**		**$5,298.54**	**$13,167.64**
TASK 7 - Permitting																				
Prepare NWFWMD ERP Permit submittal package	0.5	$61.78	12	$1,412.40			16	$1,083.84										$2,558.02		
Respond to Comments	0.5	$61.78	8	$941.60			8	$541.92										$1,545.30		
Resubmit permitting package			2	$235.40					1	$50.84								$286.24		
Totals	1		22				24		1											
																Task Subtotal	**$4,389.55**		**$3,756.83**	**$8,146.38**
TASK 8 - 90% Design																				
Address and Incorporate 60% Review Comments from County			1	$117.70	3	$226.53	4	$270.96										$615.19		
Prepare 90% drainage & conveyance plan			4	$470.80	8	$604.08	2	$135.48										$1,210.36		
Prepare 90% plan and profile sheets			1	$117.70	3	$226.53	2	$135.48										$479.71		
Prepare 90% x-section sheets			1	$117.70	4	$302.04	2	$135.48										$555.22		
Prepare 90% SWPPP plan			1	$117.70	4	$302.04	2	$135.48										$555.22		
Prepare 90% cost estimate			2	$235.40	6	$453.06												$688.46		
90% QAQC					2	$151.02												$151.02		
Incorporate 90% QAQC review comments			2	$235.40			4	$270.96										$506.36		
Prepare and submit 90% package to County	1	$123.55							1	$50.84								$174.39		
Totals	1		12		30		16		1											
																Task Subtotal	**$4,935.93**		**$7,600.23**	**$12,536.16**
TASK 9 - 100% Design																				
Address and Incorporate 90% Review Comments from County			1	$117.70	2	$151.02	4	$270.96										$539.68		
Prepare 100% drainage & conveyance plan			1	$117.70	3	$226.53												$344.23		
Prepare 100% plan and profile sheets			0.5	$58.85	2	$151.02	1	$67.74										$277.61		
Prepare 100% x-section sheets			0.5	$58.85	2	$151.02	1	$67.74										$277.61		
Prepare 100% SWPPP plan			0.5	$58.85	2	$151.02	1	$67.74										$277.61		
Prepare 100% cost estimate			1	$117.70	2	$151.02												$268.72		
100% QAQC					2	$151.02												$151.02		
Incorporate 100% QAQC review comments			1	$117.70	1	$75.51	2	$135.48										$328.69		
Prepare and submit 100% package to County									1	$50.84								$50.84		
Address CDR Comments			1	$117.70	2	$151.02	2	$135.48										$404.20		
Prepare and submit final package to County for procurement	0.5	$61.78							1	$50.84								$112.62		

Totals	xx 15		xx 6.5		18		11		2										
																Task Subtotal	$3,032.83		$5,051.24	$8,084.07
TASK 10 - Post Design Services																			
As-built drawing from contractor's markups			4	$470.80	4	$302.04	16	$1,083.84										$1,856.68	
Totals			4		4		16												
																Task Subtotal	$1,856.68		$3,876.89	$5,733.57
TASK 11 - Construction Inspection																			
Site visits/meetings during construction	4	$494.20	20	$2,354.00														$2,848.20	
Address RFI's					3	$226.53												$226.53	
Review shop drawings					2	$151.02												$151.02	
Substantial completion inspection	0.5	$61.78	2	$235.40														$297.18	
Final completion inspection	0.5	$61.78	2	$235.40														$297.18	
Permit certifications	0.5	$61.78	2	$235.40	2	$151.02												$448.20	
Totals	xxx 5.5		26		7														
																Task Subtotal	$4,268.30		$9,466.49	$13,734.79
TASK 12 - Optional Services																			
Legal and sketch for easement acquisition (up to 10 @ $300 ea)																		$3,000.00	
As-built survey of drainage system												3	$247.62	24	$1,593.60	40	$5,483.60	$7,324.82	
Totals												3		24		40			
																Task Subtotal	$10,324.82		$17,603.29	$27,928.11
																Change Order - Basic Services Total	$71,007.00			
																Change Order - Optional Services Total	$10,324.82			
																Change Order Total	**$81,331.82**		**$98,842.85**	**$180,174.67**

RBA - SOUTH CHEMSTRAND ROAD (CHANGE ORDER 2)

		PM	SR CE	CE	CD	CLERICAL	PSM	CADDTECH	SURVEYOR (3MAN)	SUBS	Total Fees
Hourly Fee		$ 123.55	$ 117.70	$ 75.51	$ 67.74	$ 50.84	$ 82.54	$ 66.40	$ 137.09		
	1	0.5	13	0	4	1	3	2	0	$ 11,000.00	$ 13,294.10
	2	0	0	0	0	0	6	60	96	$ -	$ 17,639.88
	3	3	10	14	37	0	0	0	0	$ -	$ 5,111.17
	4	0	0	0	0	0	0	0	0	$ -	$ -
	5	1	27	38	36	0	0	0	0	$ -	$ 8,609.47
	6	2	32	8	48	0	0	0	0	$ -	$ 7,869.10
	7	1	22	0	24	1	0	0	0	$ -	$ 4,389.55
	8	1	12	30	16	1	0	0	0	$ -	$ 4,935.93
	9	0.5	6.5	18	11	2	0	0	0	$ -	$ 3,032.83
	10	0	4	4	16	0	0	0	0	$ -	$ 1,856.68
	11	5.5	26	7	0	0	0	0	0	$ -	$ 4,268.30
	12	0	0	0	0	0	3	24	40	$ 3,000.00	$ 10,324.82
		14.5	**152.5**	**119**	**192**	**5**	**12**	**86**	**0**	**Total**	**$ 81,331.82**

INFRASTRUCTURE SPECIALTY SERVICES

Proposal

Date: May 21. 2019

W.O. #:

Customer ID: RBA

Approved by: T.E. Kassebaum

Bill to: Jeremy King
RBA

Job: Chemstrand Road; 9 mile south to Johnson. Supporting side streets

Qty	Description	Unit Price	Line Total
LS	GPR & S.U.E. Investigation. Quality Level "A". Using 3 frequnecy GPR with 5cm GPS. 1/2" survey markers will be placed on top of located utilities for calibaration and identification purposes if needed.	$6,000.00	$6,000.00
Assumptions:	No known hazardous material buried on site, no explosive material buried on site, no permits required from Federal, State or local authorities, any permits will be provided by client. ISS Inc. will have full unimpeded access to the site. Client will have a representative available (on-call) to make determinations of unknown material, substances, structures or utilities as needed. ISS Inc. will not provide citizen coordination and interaction services.		
Notes:	Client is responsible for providing the locations of ALL utilities regardless of age or current service. Excavation requiring machinery is not included in this quote. Any discovery of buried hazardous/dangerous/questionable material and/or structures will stop excavations immediately until properly identified by the client. Survey location services available for an additional fee. GPR depth readings will vary due to soil composition, moisture and debris, +/- 15%. Client shall make accommodations for variances. ISS Inc. will invoice weekly. Ground water can blind GPR signals.		
Method:	Utilities will be located by GPR. Soft dig locations (S.U.E.) will be hand and/or jet-vacuum excavated.		
		Subtotal	$ 6,000.00
		Misc.	
		Total	**$ 6,000.00**

Tammy E. Kassebaum - President

Make all checks payable to: Infrastructure Specialty Services, Inc.

Thank you for your business!

Payment is due upon receipt

2251 North "E" Street Pensacola, FL 32501 Sales@ISSGlobalSerices.com

May 16, 2019

Mr. Jeremy King, P.E.
REBOL-BATTLE & ASSOCIATES, INC.
2301 North 9th Avenue, Suite 300
Pensacola, Florida 32503

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
KAYLYN STREET SMS IMPROVEMENTS
Escambia County, Florida
NOVA Proposal Number 016-20190350

Dear Mr. King :

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to provide a subsurface exploration and geotechnical engineering evaluation for the subject project. This proposal summarizes our understanding of the project, describes our approach to the work, and presents our cost estimate and schedule.

PROJECT INFORMATION

Our understanding of the site and requirements for this project are based on information provided by the Client. The subject property is located at the termination of Kaylyn Street in Escambia County, Florida. We understand that the site contains an existing stormwater retention basin and therefore access to the proposed boring locations is not expected to be an issue. However, we note that the field services may have to be delayed based upon the water levels within the existing basin bottom, unless they are pumped out prior to our mobilizing to the site.

We understand that the existing 1-acre dry retention basin located on the property is to be modified in order to more efficiently treat and dispose of stormwater runoff. We further understand that these improvements may include the addition of a sand chimney feature.

Please note that this exploration is limited to the stormwater management system (SMS) design aspects of the proposed improvements project; hence, additional information regarding overall site development is not relevant.

We understand that our scope of services will need to meet current NWFWMD ERP criteria. If these assumptions are not accurate, please advise us so that we may adjust our proposed scope of work and costs as appropriate.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the existing SMS basin to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that Standard Penetration Test (SPT) borings will be suitable for the SMS exploration. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

Proposed Field Exploration

We understand that the client has requested that the following field services be performed for this project to evaluate the subsurface conditions present:

- Perform six (6), 35-foot SPT borings within the existing basin bottom.

Test boring drilling footage is anticipated to be up to 210 linear feet. Soil samples will be collected for subsequent use in the engineering evaluation. Upon completion of the borings, the depth to groundwater will be measured. Soil cuttings from the drilling process will be used for backfilling of the boreholes after the stabilized groundwater measurements have occurred.

Laboratory Testing

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. ***Laboratory testing will also include limited classification tests (up to 8 fines content tests, 8 natural moisture content determinations, and 3 permeability tests) of representative soils.***

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

Evaluation and Report

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration. If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- SMS design parameters including hydraulic conductivity values, a void ratio estimate, and apparent and normal permanent seasonal high and low groundwater levels within the proposed SMS area (as well as sand chimney recommendations, of applicable).

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the State Utility Protection Center, as required by law. They typically require 72 hours' notice to mark utilities on rights-of-way adjacent to the site perimeter. Please note that they will typically not enter private property. If this planned exploration will be outside the areas where the State Utility Locate Service will not field-mark underground utilities, you (our Client) acknowledges and accepts the risks that damage to life and property is possible without further effort to locate and field-mark underground utilities.

If requested, NOVA can provide a private utility locate service for an additional fee to mark the utilities at the specific boring or excavation locations, but beyond normal due-diligence and working with your personnel, we cannot be responsible for encountering utilities. Please note that marking utilities across the entire site is not included in NOVA's work scope. If you elect to continue without performing proper utility locate, then you agree to hold harmless, defend and indemnify NOVA, its employees, shareholders and principals from any resulting liability incurred. Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the CLIENT prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process and some future subsidence of the boreholes should be anticipated.

No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted on the following page:

- **Geotechnical Services:** Complete 6 STB's (up to 210 LF of drilling), Site cleanup (i.e. backfilling of boring locations with soil cuttings), Laboratory testing, Engineering evaluation and Reporting ..... **$5,000 Lump Sum**

The noted cost includes the electronic submittal of the written report to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of the report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our drill team can likely mobilize to the site within a day or two of the utility locates being completed. We anticipate that fieldwork will take approximately 2-3 working days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of the completion of field work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service

Sincerely,
NOVA Engineering and Environmental LLC

Jesse James, E.I.
Assistant Branch Manager

William L. Lawrence, P.E.
Senior Regional Engineer

Attachments: PSA, Schedule of Unit Fees – Geotechnical Services, GTCs

NOVA ENGINEERING AND ENVIRONMENTAL LLC
PROFESSIONAL SERVICES AGREEMENT

DATE: May 16, 2019	PROPOSAL NO.: 016-20190350
PROJECT NAME AND ADDRESS KAYLYN STREET SMS IMPROVEMENTS Escambia County, Florida	CLIENT NAME AND ADDRESS REBOL-BATTLE & ASSOCIATES, INC. 2301 North 9th Avenue, Suite 300 Pensacola, Florida 32503 **ATTN:** Mr. Jeremy King, P.E. **Email:** jeremyk@rebol-battle.com **Phone**: 850-438-0400

Geotechnical Services (reference Scope of Work included herein)

ACCEPTED

GEOTECHNICAL SERVICES (LUMP SUM) ..... $ 5,000 ☐

All work will be in accordance with NOVA's General Terms and Conditions attached hereto. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to jjames@usanova.com.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Federal ID # or Social Security #

GEOTECHNICAL SERVICES
2019 SCHEDULE OF FEES

ENGINEERING SERVICES

For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations, etc.

Geotechnical Aide	per hour	$ 85.00
Staff Engineer	per hour	$ 95.00
Project Engineer and/or P.E.	per hour	$ 110.00
Senior Engineer, P.E.	per hour	$ 150.00
Chief Engineer, P.E.	per hour	$ 200.00
Principal Materials Consultant	per hour	$ 200.00

DRILLING SERVICES

Drilling services including costs for mobilization and fieldwork will be quoted upon request.

Mobilization	lump sum	$ 500.00
Soil Test borings (n<50 bpf)	per foot	$ 13.00
Borings deeper than 50 feet will have a $2.50 per foot surcharge		
Casing (where required) less than 50 feet	per foot	$ 8.00
Undisturbed Sampling	each	$ 200.00
Extra Split-spoon samples	each	$ 50.00
Difficult Moving or Standby	per hour	$ 250.00
Clearing: light clearing performed by drill crew	per hour	$ 250.00

LABORATORY

For laboratory testing of selected soil samples.

Atterberg Limits Test	per test	$ 75.00
Natural Moisture Content	per test	$ 20.00
Organic Content	per test	$ 75.00
Standard Proctor	per test	$ 125.00
Modified Proctor	per test	$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	$ 450.00
Grain Size Analysis	per test	$ 100.00
Percent Fine than No. 200 sieve	per test	$ 75.00
Constant/Falling Head Permeability Testing	per test	$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion	per test	$ 250.00
Triaxial Shear Testing *(3 point CU)*	per test	$ 950.00

OTHER

For other job-related expenses.

Clerical/Drafting	per hour	$ 65.00
Vehicle Trip Charge	per mile	$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

Note: Personnel time expended will be invoiced in ½ hour increments.

North Florida / South Georgia Operations
Pensacola ◊ Panama City Beach ◊ Tallahassee ◊ Lake City
www.usanova.com

NOVA

AAP® AASHTO R18

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK
NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY
The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES
NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY
NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE
Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY
NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than $100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than $100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or $100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of $100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA $25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreements between Escambia County, Florida, and the following:

    A. Justified Incarcerated Ministries, Inc., at a rate of $2,500 per month inclusive of all costs or expenses incurred by the Contractor in the performance of services pursuant to this Agreement; and

    B. New Vision Worship Center of Northwest Florida, Inc., at a rate of $2,500 per month inclusive of all costs or expenses incurred by the Contractor in the performance of services pursuant to this Agreement, per the terms and conditions of PD 17-18.047, Chaplaincy for Escambia County Jail.

    [Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406, Object Code 53101]

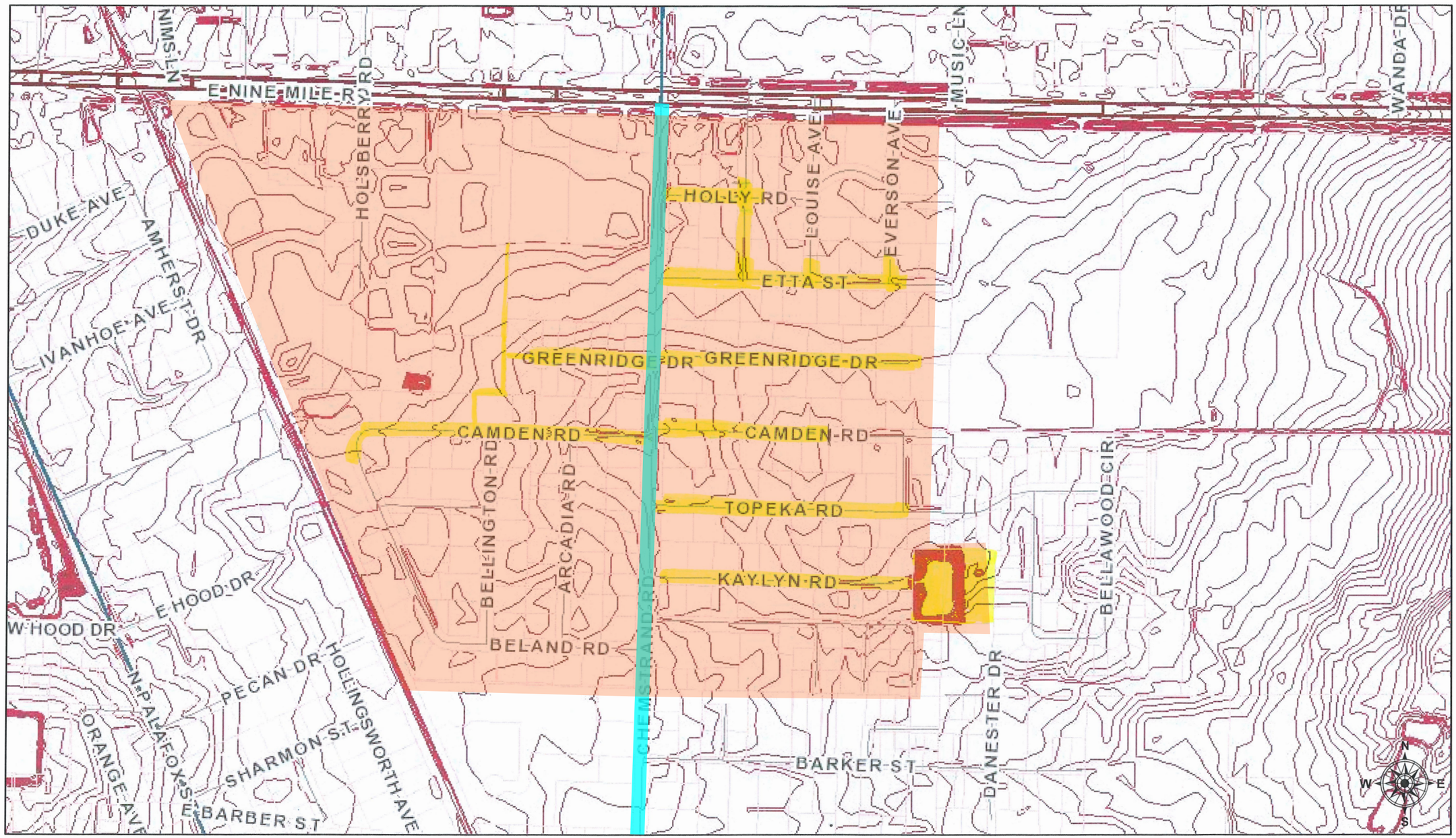
Motion: Move 12, and "offer the services at a one-year contract to both providers"	
Made by: Commissioner May	**Seconded:** Commissioner Barry
Disposition: Carried unanimously	

13. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Rebol-Battle & Associates, LLC, per the terms and conditions of PD 17-18.042, South Chemstrand Road Sidewalks, for a lump sum amount of $98,842.84.

    [Funding: Fund 353, LOST IV 2018, Cost Center 210106, Object Code 56301, Project 18EN0303]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12	
Made by: Commissioner Robinson	**Seconded:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers	

South Chemstrand Drainage



April 2, 2019

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- Contours - Elevation
- County Outline
- Existing Limited Sidewalk Drainage Analysis Area
- Flooding Questionairre Complaints
- Proposed Drainage Analysis Area

1:8,262

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16368 **County Administrator's Report 12. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Amendment to Interlocal Agreement - Sanitary Sewer System Improvement Project on Innerarity Island
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to the Interlocal Agreement Between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a Sanitary Sewer System Improvement Project on Innerarity Island - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the Chairman to sign the First Amendment to the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA), relating to a Sanitary Sewer System Improvement Project on Innerarity Island.

[Funding: Funds for design and construction and engineering inspection (CEI) are available in Fund 352, Local Option Sales Tax (LOST) III – Innerarity Island Development Corporation (IIDC) Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. Funds for construction are available via the Municipal Services Benefit Unit (MSBU) Ordinance, and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments]

This project is located in Commission District 2.

BACKGROUND:

The Innerarity Island Development Corporation (IIDC) abandoned its sewer utilities early in 2014. On March 21, 2014, a court order required the County to become the Receiver of the IIDC utilities. The existing sanitary sewer system on Innerarity Island is in need of significant repairs and upgrades.

Emerald Coast Utilities Authority (ECUA) has agreed to manage and oversee the design and upgrades to the sanitary system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its sewer service area, and accept ownership of the sanitary sewer system on Innerarity Island.

On February 18, 2016, the BCC signed the Department of Environmental Protection (DEP) Agreement Number S0878, which provided $1,000,000 from the 2015-2016 General Appropriations Act for the Escambia County Innerarity Water & Sewer Upgrade Project.

On March 2, 2017, then amended on February 1, 2018, the Board of County Commissioners (BCC) enacted an Ordinance establishing the IIDC Sewage System Improvements Municipal Service Benefit Unit (MSBU). The MSBU assessment will defray the cost of sewage system improvements within the district, based upon a fair and reasonable apportionment of the cost to all specially-benefitting properties.

On September 21, 2017, the BCC signed Amendment Number 2 to the DEP Agreement which provided an additional $500,000 from the 2017-2018 General Appropriations Act for Escambia County Innerarity Water & Sewer Upgrade.

On May 17, 2018, the BCC approved the Interlocal Agreement (ILA) with ECUA which established a $4,220,000 not-to-exceed amount for Design and Construction reimbursement from the County to ECUA.

With the Design and Construction and Engineering Inspection (CEI) to be provided by Ken Horne and Associates at $221,000 (via remaining funds from the DEP Grant) and the Construction low bid of $4,542,070 received on June 6, 2019, from Talcon Group (to be funded via the MSBU), the total requires an increase to the ILA not-to-exceed amount.

Staff recommends that an approximate 20.63% contingency amount be added to the Construction Bid for a total of $5,479,000. This, added to the $221,000 Design and CEI amount totals $5,700,000 for the ILA.

Therefore, staff recommends the current ILA not-to-exceed amount of $4,220,000 be increased to $5,700,000.

BUDGETARY IMPACT:

Funds for design and for Construction and Engineering Inspection (CEI) services are available in Fund 352, LOST III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502.

Funds for construction are available via the MSBU Ordinance and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed and signed off on the Interlocal Agreement.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Engineering staff will continue to collaborate and coordinate with ECUA staff.

Attachments

First Amendment
BCC Mins_IA 051718
FDEP Grant Agrmnt_021816
FDEP Grant Amendment 2
Ordinance 2017
MSBU Amendment/Ord
Court Order

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A SANITARY SEWER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND

THIS FIRST AMENDMENT TO AGREEMENT is made on this ____ day of _____, 2019, by and between Escambia County, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

W I T N E S S E T H:

WHEREAS, the Parties entered into that certain Interlocal Agreement (hereinafter "Agreement") relating to a sanitary sewer system improvement project on Innerarity Island dated May 17, 2018; and

WHEREAS, the parties wish to amend the Agreement to increase the estimated Costs of the Project;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Section 4.1 of the Agreement is amended as shown below (additions are shown underlined and deletions are shown struck-through):

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed ~~Four Million, Two Hundred and Twenty Thousand Dollars ($4,220,000)~~ Five Million, Seven Hundred Thousand Dollars ($5,700,000.00).[1] ~~In the event that ECUA determines that the estimated Costs of the Project will exceed $4,020,000 $5,700,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed~~

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

~~with construction of the Project. In the event the Project proceeds post bidding and~~ If during the course of construction it is learned that the Costs of the Project will exceed ~~$4,220,000~~ $5,700,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

3. In all other respects, the Agreement, as amended by this First Amendment, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the ___ day of _____, 2019 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

By: _____
By: Lumon J. May, Chairman

Date: _____

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty.
Date: June 25, 2019

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized Board.

ATTEST:

By: _____
Secretary

By: _____
By: Lois Benson, Chairman

Date: _____

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items - Continued

15. See Below.


2018000553

16. Approving, and authorizing the Chairman to sign, a letter in support of the State of Florida Division of Economic Opportunity (DEO) Project Fisher Recertification regarding the updated schedule proposal.


2018000552

15. Interlocal Agreement with ECUA

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) relating to a Sanitary Sewer System Improvement Project on Innerarity Island (Funding: funds for design and Construction and Engineering Inspection [CEI] are available in Fund 352, LOST [Local Option Sales Tax] III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502; funds for construction are available via the MSBU [Municipal Services Benefit Unit] Ordinance, and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments).

II. BUDGET/FINANCE CONSENT AGENDA

1-28. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 28, as follows, with the exception of Items 14, 15, and 16, which were held for separate votes, as amended to drop Items 23 and 24:


2018000554

1. Approving the extension to the Agreement Between the Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, extending the existing Contract for an additional year, effective June 1, 2018 (Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14124 **County Administrator's Report 14. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/17/2018
Issue: Interlocal Agreement - Sanitary Sewer System Improvement Project on Innerarity Island
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a Sanitary Sewer System Improvement Project on Innerarity Island - Joy Jones, P.E., Public Works Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA) relating to a Sanitary Sewer System Improvement Project on Innerarity Island.

[Funding: Funds for design and construction and engineering inspection (CEI) are available in Fund 352, LOST III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502. Funds for construction are available via the MSBU Ordinance, and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments]

BACKGROUND:

The Innerarity Island Development Corporation (IIDC) abandoned its sewer utilities early in 2014. On March 21, 2014, a court order required the County to become the Receiver of the IIDC utilities. The existing sanitary sewer system on Innerarity Island is in need of significant repairs and upgrades.

Prior to abandoning the utilities, IIDC had retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and assess the needed upgrades to Innerarity Island's sewer system. Upon assuming Receivership, Escambia County retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's sewer system. The upgrades to Innerarity Island's sewer system have been conceptually designed by Kenneth Horne & Associates, Inc.

ECUA has agreed to manage and oversee the design and upgrades to the sanitary

system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its sewer service area, and accept ownership of the sanitary sewer system on Innerarity Island.

On February 18, 2016, the BCC signed the Department of Environmental Protection (DEP) Agreement Number S0878, which provided $1,000,000 from the 2015-2016 General Appropriations Act for Escambia County Innerarity Water & Sewer Upgrade.

On March 2, 2017, then amended on February 1, 2018, the Board of County Commissioners (BCC) enacted an Ordinance establishing the IIDC Sewage System Improvements Municipal Service Benefit Unit (MSBU). The MSBU assessment will defray the cost of sewage system improvements within the district, based upon a fair and reasonable apportionment of the cost to all specially-benefitting properties.

On September 21, 2017, the BCC signed Amendment Number 2 to the DEP Agreement which provided an additional $500,000 from the 2017-2018 General Appropriations Act for Escambia County Innerarity Water & Sewer Upgrade.

BUDGETARY IMPACT:

Funds for design and construction and engineering inspection (CEI) are available in Fund 352, LOST III – IIDC Water and Sewer Project, Cost Center 110211, Object Code 56301, Project #16PF3502

Funds for construction are available via the MSBU Ordinance and initial project costs will be provided through an inter-fund loan from LOST to the MSBU fund and reimbursed from assessments.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Assistant County Attorney, has reviewed and signed off on the Interlocal Agreement.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works staff will continue to collaborate and coordinate with ECUA staff.

Attachments

Interlocal Agreement
FDEP Grant - Initial
FDEP Grant - Additional

Escambia County
Clerk's Original

5/17/2018 CAR I-15

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A SANITARY SEWER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND

THIS AGREEMENT is made on this 17th day of May, 2018, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

Date: 5/18/2018 Verified By:

WITNESSETH:

WHEREAS, ECUA provides sanitary sewer in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida, there exists an area known as Innerarity Island;

WHEREAS, Innerarity Island is not and has never been within ECUA's wastewater service area;

WHEREAS, an entity known as the Innerarity Island Development Corporation formerly operated a sanitary sewer system on Innerarity Island;

WHEREAS, the Innerarity Island Development Corporation abandoned its sewer utilities early in the 2014 calendar year;

WHEREAS, the existing sanitary sewer system on Innerarity Island is in need of significant repairs and upgrades;

WHEREAS, ECUA is willing to accept portions of the sanitary sewer system on Innerarity Island and incorporate Innerarity Island into its service area in the event that the existing sanitary sewer system on Innerarity Island is upgraded prior to becoming incorporated into the ECUA utility system;

WHEREAS, the Innerarity Island Development Corporation previously retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and assess the needed upgrades to Innerarity Island's sewer system;

WHEREAS, the County subsequently retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's sewer system;

WHEREAS, the Parties agree that it is in the best interest of the public health, safety, and welfare that the sanitary sewer system presently existing on Innerarity Island be repaired and upgraded so that portions which are to become publicly owned may be ultimately accepted by ECUA and that Innerarity Island be incorporated into ECUA's sewer service area;

WHEREAS, ECUA and the County desire to work together to incorporate Innerarity Island into ECUA's sewer service area once certain repairs and upgrades are made;

WHEREAS, the upgrades to Innerarity Island's sewer system have been partially designed by Kenneth Horne & Associates, Inc., but significant additional design is required before those upgrades could be publicly advertised for bid;

WHEREAS, the Florida Legislature has appropriated funding to the County which would facilitate the desired upgrades to the sanitary sewer system on Innerarity Island;

WHEREAS, the County is willing to contribute the difference of those funds in a sufficient quantity to upgrade and repair the sanitary sewer system on Innerarity Island;

WHEREAS, ECUA has agreed to oversee and manage the upgrades to the sanitary sewer system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its sewer service area, and accept ownership of portions of the sanitary sewer system on Innerarity Island; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to define the respective rights and responsibilities toward completing the design and construction of the upgrades to the sanitary sewer system and incorporating that system into ECUA's service area.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Interlocal Agreement solely for the purposes expressed herein and for no other purpose which causes an estoppel to arise against either Party in any litigation. Provided, however, that so long as this Agreement remains in effect, neither Party shall take any action, legal or otherwise, to alter their existing positions regarding the sanitary sewer system on Innerarity Island, as the Parties desire to work together towards a solution to the sanitary sewer issues on Innerarity Island.

1.2 This Interlocal Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Innerarity Island Sanitary Sewer System Improvement Project (hereinafter the "Project"), as set forth herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to ensure that the portion of the sanitary sewer system on Innerarity Island which is to become publicly owned shall be transferred to ECUA upon successful completion of the Project, as defined in this Agreement. Additionally, upon execution of this Agreement, the County shall transfer to ECUA for incorporation in the Project, possession of 63 previously-purchased grinder pump station units which were obtained for that purpose. ECUA shall not become the owner of those grinder pump stations; instead, the County shall designate the addresses at which they will ultimately be installed, and the ownership of which shall thereafter become the respective property owners.

2.2 ECUA shall promptly retain a professional engineering firm to finalize the design of the needed repairs and upgrades to Innerarity Island's sanitary sewer system, as generally described in Exhibit "A", with sufficient specificity for ECUA to publicly advertise and receive bids for the construction of the Project and shall also retain a professional engineering firm to perform construction engineering inspections and assist in managing the Project.

2.3 Thereafter, ECUA shall issue a contract for the construction of those upgrades and repairs. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, generally described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.5 Moreover, upon completion, the County agrees to convey to ECUA ownership of those portions of the sanitary sewer system which are to be publicly owned, as is generally described in Exhibit "A". Thereafter, ECUA shall own, operate and maintain those publicly owned portions of said system. Additionally, upon ECUA's acceptance, Innerarity Island will also become part of ECUA's sewer service area; and the County will execute all documents necessary or convenient to evidence same.

2.6 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, the Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the

Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, awarding, and managing of the contracts for both the design and construction of the Project; and otherwise adding benefit to the Project through its expertise in sanitary sewer systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will the County request financial participation on the part of ECUA on the Project. Change orders shall be approved by ECUA and County. No change orders will be approved for completed work. No scope changes will be added to approved design plans without approval of both Parties.

2.7 This Agreement, after being properly executed by the Parties, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

2.9 The Parties are not waiving any legal arguments, claims or defenses by participating in this Agreement.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within thirty six (36) months from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Four Million, Two Hundred Twenty Thousand Dollars ($4,220,000).[1] In the event that ECUA determines that the estimated Costs of the Project will exceed $4,220,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

bidding and during the course of construction it is learned that the Costs of the Project will exceed $4,220,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at or around the time that the property interests and improvements which are to be publicly owned are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Public Works
3363 West Park Place
Pensacola, FL 32505

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
Keith Fell, P.E.
Manager of Engineering Projects
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

ARTICLE 5
Ownership of Improvements and Property

5.1 Title to the improvements specified in Exhibit "A" to be publicly owned shall pass to ECUA as provided herein upon the Contractor's achieving Final Completion of the underlying Work, ECUA's acceptance of the Work, and the entry of a corresponding Court Order. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

5.2 The Parties acknowledge and understand that some of the improvements

to be constructed as part of this Project will not become publicly owned, namely gravity sewer laterals, grinder pump stations, and low pressure sewer laterals. For those facilities constructed as part of this project which are not to be publicly owned, they shall become the property of and owned by the owner of the corresponding properties served by the lateral and/or grinder pump station serving it. The owner of those facilities shall be responsible for operating and maintaining those facilities, except to the extent otherwise provided by the ECUA Code, as it may be amended from time to time by the ECUA Board.

ARTICLE 6
Real Property

6.1 The real property site on which the lift station in Russell Bayou is located, including any necessary expansions thereto, shall be conveyed by the County to ECUA by way of a Deed.

6.2 The County shall cooperate with ECUA in obtaining such easements and rights of way as may be required for successful completion of this work and/or maintenance of sanitary sewer system thereafter.

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8
General Provisions

8.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 Termination: In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 Records: The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement. ECUA further agrees to:

a. Keep and maintain public records required by the County to perform services under this Agreement.

b. 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.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the County.

d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of ECUA or keep and maintain public records required by the County to perform the services under this Agreement. If ECUA transfers all public records to the County upon completion of the Agreement, ECUA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ECUA keeps and maintains public records upon completion of the Agreement, ECUA shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF ECUA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ECUA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ESCAMBIA COUNTY, OFFICE OF THE COUNTY ADMINISTRATOR, 221 PALAFOX PLACE, SUITE 420, PENSACOLA, FLORIDA 32502, (850) 595-4947.

8.4 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

8.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

8.11 All Prior Agreements Superseded: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on the 17th day of May, 2018 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By: _____
Jeff Bergosh, Chairman

Date: 5/17/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____

Title: Asst. County Attorney

Date: May 3, 2018

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic.

By: _____
Lois Benson, Chairman

ATTEST:

Date: 5-24-2018

By: _____
Secretary

EXHIBIT "A"

Innerarity Island – Sewer System Improvements

Scope of Work

Project Location: The project is located on Innerarity Island in Escambia County, Florida (hereinafter referred to as the "Island").

General Project Description: Sanitary sewer system improvements would consist primarily of the construction of a low pressure sewer system to replace most of the gravity collection on the Island, leaving in service only the relatively new gravity sewer collection system in the Russell Bayou area. No gravity laterals, grinder pump stations, or small diameter force mains (a/k/a sewer laterals) will become owned by ECUA; instead, they will be owned by the corresponding property owner/s. Other improvements associated with this project, as well as certain existing sewer infrastructure, including utility easements, however, are to become the property of the Emerald Coast Utilities Authority (ECUA), as generally described below.

Anticipated upgrades to the Russell Bayou sewer collection system:

1.) Replace electrical control system at the Russell Bayou Lift Station with a panel and wiring system which complies with ECUA's design standards, including but not limited to the installation of a SCADA system with antenna. The bottom of the new panel shall be a minimum elevation of 10' above sea level.

2.) Power to the Russell Bayou Lift Station shall be reviewed and upgraded, as necessary, in order to comply with Gulf Power's minimum requirements as well as ECUA's standards.

3.) Replace the existing wet well with one of sufficient size to meet ECUA and Florida Department of Environmental Protection requirements, including but not limited to capacity to handle operational flows at full build-out with required and adequate holding times.

4.) Raise top of the wet well of the Russell Bayou Lift Station to an elevation of at least 7 feet above sea level.

5.) Install guide rails at the Russell Bayou Lift Station for pump removal and such other facilities as may be necessary to facilitate pump removal, such as base plate and elbows.

6.) Install water-proof wet well hatch which is compatible with the guide rails and other facilities to be installed to facilitate pump removal.

7.) Replace wet well piping at the Russell Bayou Lift Station with stainless steel piping, and install above-grade valve system in accordance with ECUA standards and practices.

8.) Replace approximately 450 linear feet of insufficiently sloped gravity sewer in the Russell Bayou area.

9.) Install manhole lid inserts to control infiltration in the Russell Bayou area.

10.) The lift station site shall be expanded, and site lighting, fencing, access, and the gate to the lift station will be altered/improved as necessary in order to conform to ECUA standards and practices.

Anticipated infrastructure and related installations in the North Shore Drive area:

1.) There are properties in the North Shore Drive area (which is hereby defined as 43 lots along North Shore Drive and 10 additional lots fronting Innerarity Point Road) which do not presently have sewer service. Accordingly, as part of this project, a large-diameter low pressure sewer force main shall be designed and installed so as to be capable of serving the properties in the North Shore Drive area in the event the owners of these properties desire to connect at some future time. The sewer force main will either directly or indirectly connect to existing ECUA Lift Station 380.

2.) In addition to the installation of this sewer force main, sewer laterals from the force main will be installed to the right-of-way line along the road fronting the parcels in the North Shore Drive area. No parcels in the North Shore Drive area will be connected to the sewer system as part of this project, however. Moreover, no grinder pumps will be provided for any parcel in the North Shore Drive area as part of this project.

3.) The design of the low pressure sewer system for the North Shore Drive area will comply with all applicable Florida Department of Environmental Protection regulations and guidelines. Although the sewer force main shall be owned by ECUA, no portion of the sewer laterals from that force main shall be owned by ECUA. Instead, those sewer laterals shall be owned by the corresponding property owner/s.

Anticipated upgrades to the remainder of the Island's sewer system:

For the remainder of the Island, i.e., for those portions of Innerarity Island outside of the Russell Bayou area and outside the North Shore Drive area, the existing gravity sewer system shall be abandoned and replaced by a low pressure sewer system generally described as follows:

1.) Approximately 30,000 linear feet of sewer force mains of appropriate size, which shall ultimately become the property of ECUA.

2.) Isolation and maintenance valves on the force main, which shall become owned by ECUA, to be installed at the appropriate distances approximately 1,000 feet apart, as determined by ECUA in consultation with its consultant Engineer.

3.) Approximately 150 grinder pump stations with associated valves and sewer laterals, which shall be owned by the corresponding property owner/s.

4.) The design of the low pressure sewer system on the Island will comply with all applicable Florida Department of Environmental Protection regulations and guidelines. The low pressure sewer system will either directly or indirectly connect to existing ECUA lift station 380.

The quantities described above are based on conceptual designs and are subject to change. All facilities are to be designed and constructed in accordance with the ECUA Engineering Manual.

DEP AGREEMENT NO. S0878

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and ESCAMBIA COUNTY, whose address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Escambia County Innerarity Water and Sewer Upgrade project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $1,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in

part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the

extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number

DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or

ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Mahnaz Massoudi	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2960
E-mail Address:	Mahnaz.Massoudi@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Jack Brown	
Escambia County	
221 Palafox Place, Suite 420	
Pensacola, Florida 32502	
Telephone No.:	850-595-4947
E-mail Address:	Jack_Brown@myescambia.com

18. INSURANCE:

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

A. The Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department,

and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.**

F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement.

21. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. RESERVED:

24. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

25. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

26. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

27. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

28. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

29. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

By: _____
Chairman* Grover C. Robinson, IV

Date: 2/18/2016

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Date: 3/8/16

FEID No.:59-6000598

Mahanaz Massoudi
Mahanaz Massoudi, DEP Grant Manager

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: Sandy Walters
DEP QC Reviewer

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/19/16

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (4 Pages)
Attachment	B	Payment Request Summary Form (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

BCC Approved 02-18-2016

ATTACHMENT A
GRANT WORK PLAN

PROJECT TITLE: Escambia County Innerarity Water and Sewer Upgrade

PROJECT AUTHORITY: Escambia County (Grantee) received funding from the Florida Legislature in the amount of $1,000,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 – 2016, General Appropriations Act. The Grantee received this funding for the purpose of evaluating the current water and wastewater system and design upgrades. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

PROJECT LOCATION: The Project will be located on Innerarity Island in Escambia County, Florida. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents. Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water. Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the Innerarity Island Development Corporation formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered the Grantee to become the receiver of this now abandoned water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the County, the County also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and Escambia County regarding future ownership and maintenance of the Innerarity Island Development Corporation's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The proposed project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents served by this system.

PROJECT DESCRIPTION: The Grantee will evaluate the current water and wastewater system formerly owned by the IIDC and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association (II HOA) to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to excessive cost.

TASKS and DELIVERABLES:

Task 1: Preconstruction
Task Description: The Grantee will procure professional engineering services in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wastewater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.
Performance Standard: The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1b: An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.
Performance Standard: The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1c: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.
Performance Standard: The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1d: A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.
Performance Standard: The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Task 2: Construction
Task Description: The Grantee will construct water and wastewater improvements in accordance with the final design(s) and required permits.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 2a: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.
Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 2b: Water and Wastewater improvements, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.
Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Task 3: Administration, Operation and Repair of Water and Wastewater Utility System
Task Description: The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Deliverable must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 3: An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work.
Performance Standard: The Department's Grant Manager will review the deliverable to verify that verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's documents. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Construction Engineering Inspection Services
Task Description: The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.
Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.
Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	**Design and Permitting**	7/1/2015	6/30/2018	
1a	30% Design			1/3/2018
1b	60% Design			3/31/2018
1c	Final Design			4/30/2018
1d	Permits			4/30/2018
2	**Construction**	7/1/15	6/30/18	
2a	Interim deliverables			Not more than once per month
2b	Final deliverables			6/30/18
3	**Administration, Operation and Repair of Water and Wastewater Utility System**	7/1/15	6/30/18	Not more than once per month
4	**Construction Engineering Inspection Services**	7/1/15	6/30/18	Not more than once per month

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	$78,000
2	Contractual Services	$864,800
3	Contractual Services	$40,200
4	Contractual Services	$17,000
	Total:	**$1,000,000**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $1,000,000
Contractual Services Total	$1,000,000
Total:	**$1,000,000**

Figure 1

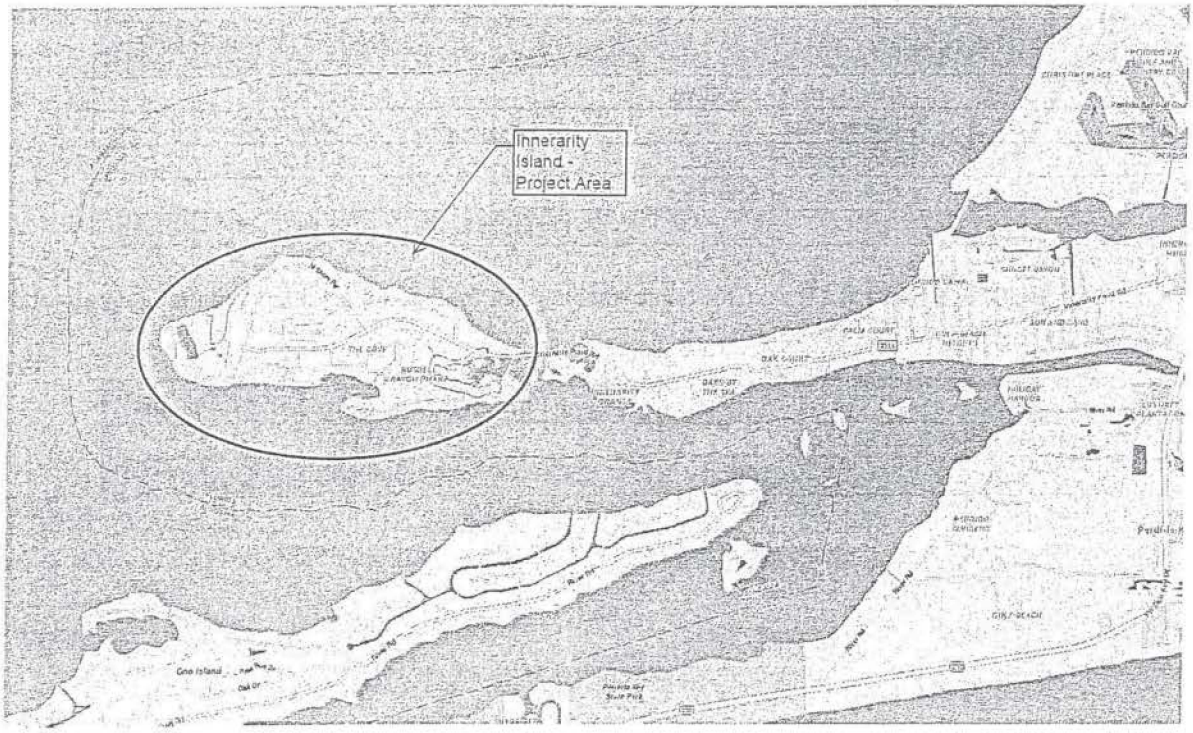
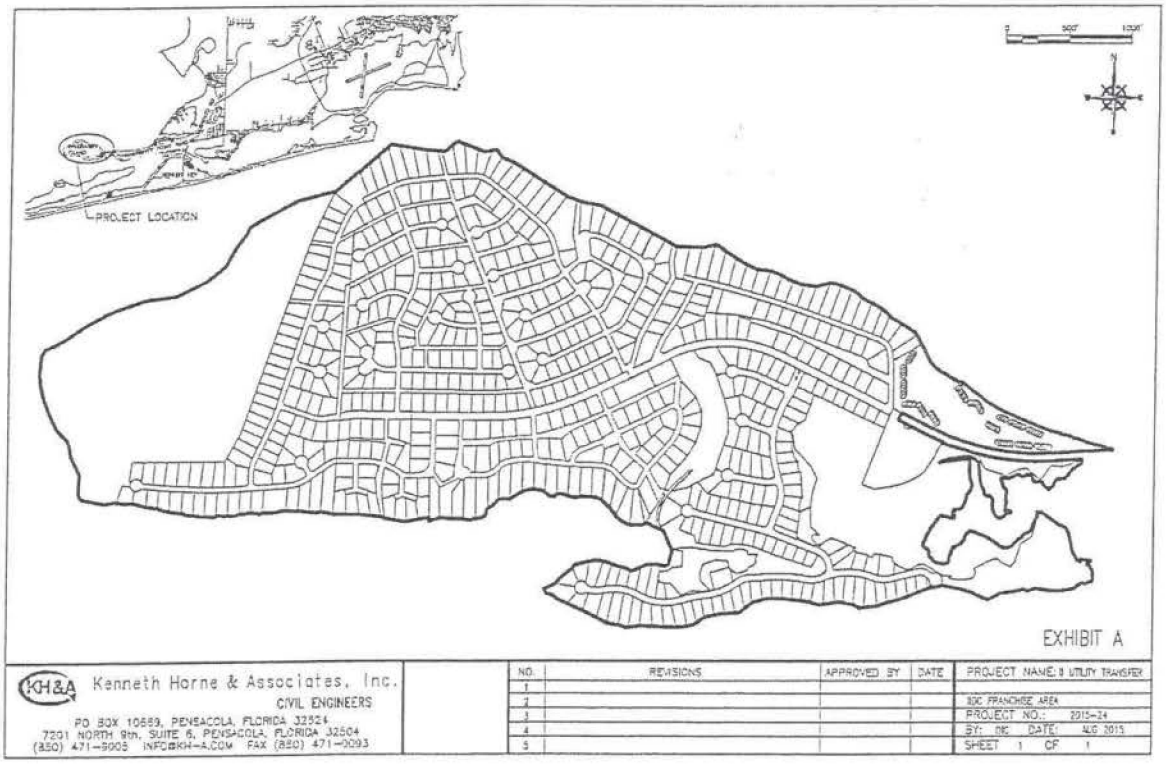


Figure 2



ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: S0878 Agreement Effective Dates: _____

Grantee: Escambia County Grantee's Grant Manager: Jack R. Brown

Mailing Address: 221 Palafox Place; Suite 420; Pensacola, Florida 32502

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

_____
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$N/A	$N/A	$N/A	$N/A
Overhead/Indirect/G&A Costs	$N/A	$N/A	$N/A	$N/A
Fringe Benefits	$N/A	$N/A	$N/A	$N/A
Indirect Cost	$N/A	$N/A	$N/A	$N/A
Contractual (Subcontractors)	$	$	$N/A	$N/A
Travel (if authorized)	$N/A	$N/A	$N/A	$N/A
Equipment Purchases (if authorized)	$N/A	$N/A	$N/A	$N/A
Rental/Lease of Equipment	$N/A	$N/A	$N/A	$N/A
Other Expenses	$N/A	$N/A	$N/A	$N/A
Land (if authorized)	$N/A	$N/A	$N/A	$N/A
TOTAL AMOUNT	$	$	$N/A	$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$N/A	
Less Total Cumulative Payment Requests of:	$		$N/A	
TOTAL REMAINING IN TASK	$		$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, Jack R. Brown ,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of Escambia County, do hereby certify that:

(Print name of Grantee/Recipient)

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Jack R. Brown	
Print Name	Print Name
(850) 595-4947	
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0878		
Grantee Name:	Escambia County		
Grantee Address:	221 Palafox Place; Suite 420; Pensacola,FL 32502		
Grantee's Grant Manager:	Jack R. Brown	**Telephone No.:**	850 595-4947
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0854 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager — Date

Jack R. Brown

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	$1,000,000.00	140047

Total Award	$1,000,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP AGREEMENT NO. S0878
ESCAMBIA COUNTY
AMENDMENT NO. 2

THIS AGREEMENT as entered into on the 8th day of March, 2016, and amended on the 22nd day of March, 2017, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ESCAMBIA COUNTY (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, funding in the amount $1,000,000 was provided under Line Item 1662A of the 2015-2016 General Appropriations Act for Escambia County Innerarity Water and Sewer Upgrade ("Project"); and

WHEREAS, $500,000 in additional funding for this Project was provided under Line Item 1606A of the 2017-2018 General Appropriations Act; and

WHEREAS, the Grantee has requested a revision in the scope of work and a reallocation of the budget for the project; and,

WHEREAS, the Grantee has requested an extension of the Agreement because additional work has been added to the work plan due to an increase in funding; and,

WHEREAS, certain provisions of the Agreement need revision and a provision needs to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is effective from July 1, 2015, to December 31, 2021.

2. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $1,500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee**.**

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A-2**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B-1, Payment Request Summary Form**. To be eligible for reimbursement, costs must be following laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A-2** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A-2**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon

receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

ii. Equipment – (Capital outlay costing $1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment F, Property Reporting Form**.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

3. Section 8. of the Agreement is hereby deleted in its entirety and replaced with the following:

DEFAULT/TERMINATION/FORCE MAJEURE:

A. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole

discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

B. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

C. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, is directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

D. Force Majeure. The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

4. Section 17. of the Agreement is hereby deleted in its entirety and replaced with the following:

CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Sandra Waters, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2898
E-mail Address:	Sandra.waters@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Jack Brown, or Successor	
Escambia County	
221 Palafox Place, Suite 402	
Pensacola, Florida 32502	
Telephone No.:	850-595-4947
E-mail Address:	jbrown@myescambia.com

5. Section 18. of the Agreement is hereby deleted in its entirety and replaced with the following:

INSURANCE:

A. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $200,000 each individual's claim and $300,000 each occurrence.

a. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident,
$100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company- Owned Vehicles, if applicable
$300,000 Hired and Non-owned Automobile Liability Coverage

c. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

6. Section 20. of the Agreement is hereby deleted in its entirety and replaced with the following

EQUIPMENT:

The purchase of non-expendable personal property or equipment costing $1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, and forward it along with the appropriate invoice(s) to the Department's Grant Manager. The following terms shall apply:

A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

7. Section 32. is added to the Agreement as follows:

PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.

B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:

i. Pay employees a predetermined amount of wages or prescribe any wage rate;

ii. Provide employees a specified type, amount, or rate of employee benefits;

iii. Control, limit, or expand staffing; or

iv. Recruit, train, or hire employees from designated, restricted, or single source.

D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.

E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

8. **Attachment A-1,** Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-2**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to prior **Attachment A's**, shall hereinafter refer to **Attachment A-2**, Revised Project Work Plan.

9. **Attachment B**, Disbursement Request Package, is hereby deleted in its entirety and replaced with **Attachment B-1**, Payment Request Summary Form, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B**, shall hereinafter refer to **Attachment B-1**, Payment Request Summary Form.

10. **Attachment E**, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment E-1**, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment E**, shall hereinafter refer to **Attachment E-1**, Revised Special Audit Requirements.

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IN WITNESS WHEREOF, the parties have caused this amendment to Agreement S0878 to be duly executed, the day and year last written below.

ESCAMBIA COUNTY

Board of County Commissioners
Escambia County, Florida

D. B. Underhill, Chairman

Date Executed 9/21/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Trina Vielhauer
Print Name and Title of Authorized Person

Date: 10/9/17

Sandra Waters, DEP Grant Manager

Lisa Mecca, DEP QC Reviewer

FEID No.:59-6000598

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/11/17

BCC Approved 09-21-2017

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Project Work Plan (5 Pages)
Attachment	B-1	Payment Request Summary Form (2 Pages)
Attachment	E-1	Revised Special Audit Requirements (5 pages)
Attachment	F	Property Reporting Form (1 Page)

DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO. S0878

ATTACHMENT A-2

PROJECT TITLE: Escambia County Innerarity Water and Sewer Upgrade

PROJECT LOCATION: The Project will be located on Innerarity Island in Escambia County, Florida. Lat/Long 30.315489, -87.484840 See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Innerarity Island Development Corporation (IIDC) provided water and wastewater service to the residents of Innerarity Island in southwestern Escambia County. IIDC purchased water from the Emerald Coast Utilities Authority (ECUA) and resold it to the residents.
Wastewater is currently collected in a gravity sewer system and conveyed via a system of lift stations and force mains to ECUA lift station No. 380. Wastewater is metered at the discharge of the lift station before leaving the island. The wastewater is metered and billed independently of the potable water.
Water and sewer services provided in the past by IIDC were subject to regulation by the Public Service Commission of the State of Florida.

On January 27, 2014, the IIDC formally filed a note of abandonment pursuant to Florida Statute 367.165(1), and on March 21, 2014 the First Judicial Circuit Court ordered Escambia County (Grantee) to become the receiver of this now abandoned water and wastewater utility system. However, not only is long term ownership and maintenance outside of the capabilities of the Grantee, the Grantee also has no statutory authority to own and operate a water and wastewater system due to the Enabling Act of the ECUA. An agreement in principal has been reached between ECUA and the Grantee regarding future ownership and maintenance of the IIDC's utilities, as well as options for financing mechanisms allowing ECUA to complete design and construction, as necessary, to bring the existing utility systems into compliance with current FDEP and ECUA standards.

The proposed project will facilitate the transfer of ownership and maintenance of the systems to ECUA. This transition is critical so that an entity with adequate resources can accept the long term requirements that come with utility ownership. This is a necessity for the residents served by this system.

PROJECT DESCRIPTION: The Grantee will evaluate the current water and wastewater system formerly owned by the IIDC and design the upgrades for the water and wastewater system infrastructure to meet the standards required by ECUA for a publicly owned and maintained water and wastewater utility system.

Water system improvements may consist of: a) relatively minor main relocations to remove encroachments of the water facilities from private properties or alternatively to relocations, easements could be secured with the assistance of the Innerarity Island Homeowners Association to negate the need for the relocations; b) installation of system isolation valves; c) fire hydrant additions; d) modification of dead end water lines to provide either flush valves or circulation loops; e) water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters; and f) upgrade approximately 3,000 linear feet of existing 4-inch water main on North Shore Drive to 6-inch.

Sanitary sewer system improvements will consist primarily of the construction of a low pressure sewer system to replace all gravity collection on the island leaving only the relatively new gravity collection in the Russell Bayou development in service. The existing gravity sewer collection system was found to be

prone to excessively heavy infiltration/inflow and to have many line segments laid at insufficient slope. Full replacement of the gravity sewer system was eliminated from consideration due to excessive cost.

The Grantee does not anticipate that the funding under this agreement will result in a fully completed project, so this agreement will cover a portion of the work.

TASKS and DELIVERABLES:

Task 1: Design and Permitting
Task Description: The Grantee will procure professional engineering in accordance with state law. The Grantee will complete the evaluation and design of upgrades to the water and wasterwater system infrastructure and obtain all necessary permits for construction of the project. The Grantee will submit documentation of design and permitting activities, as described below.

Deliverable 1 : Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Summary of design activities to date, indicating % of design completion representing time period covered in the payment request. 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 2: Construction
Task Description: The Grantee will construct water and wastewater improvements in accordance with the construction contract documents.

Deliverable 2: Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor's Application and Certification for Payment, 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents.
Performance Standard: The Department's Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined deliverables, as applicable, must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 3: Administration, Operation, and Repair of Water and Wastewater Utility System
Task Description: The Grantee will subcontract the Administrative, Operational and Repair Services for the water and wastewater utility system.

Deliverables 3: 1) An electronic copy of the Grantee's interlocal agreement with the City of Gulf Breeze for the administration, operation and repairs of the water and wastewater system submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress reports, work summaries and field notes, as applicable, documenting administrative, operation and repair services provided.

Performance Standard: The Department's Grant Manager will review the deliverables to verify they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal. ·

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 4: Construction Engineering Inspection Services
Task Description: The Grantee will perform construction engineering inspection services. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables 4: 1)An electronic copy of the Grantee's executed contract(s) and scope of services for project management and/or engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) engineering inspection reports associated with the inspection of the project.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 5: Equipment Purchase
Task Description: The Grantee will purchase the equipment for upgrading the current water and wastewater system infrastructure to meet the standards required by ECUA for a publically owned and maintained water and wastewater utility system. Water system equipment may include water meters, yoke boxes, fire hydrants, pipe main, isolation valves, flush valves and other incidental items. Sewer system equipment may include sewer main, gate valves, service connections, grinder pumps and other incidental items. The Grantee will not retain possession of the equipment at the end of the grant period.

Deliverables 5: Purchase of the equipment as evidenced by: Purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased. Completed Property Reporting Form with invoice copy.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the purchases and Department approval of the associated task deliverables.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$223,800	7/1/2015	6/30/2021
2	Construction	Contractual Services	$844,495	7/1/2015	6/30/2021
3	Administration, Operation, and Repair of Water and Wastewater Utility System	Contractual Services	$166,000	7/1/2015	6/30/2021
4	Construction Engineering Inspection Services	Contractual Services	$108,520	7/1/2015	6/30/2021
5	Equipment Purchase	Equipment	$157,185	7/1/2015	6/30/2021
		Total:	$1,500,000		

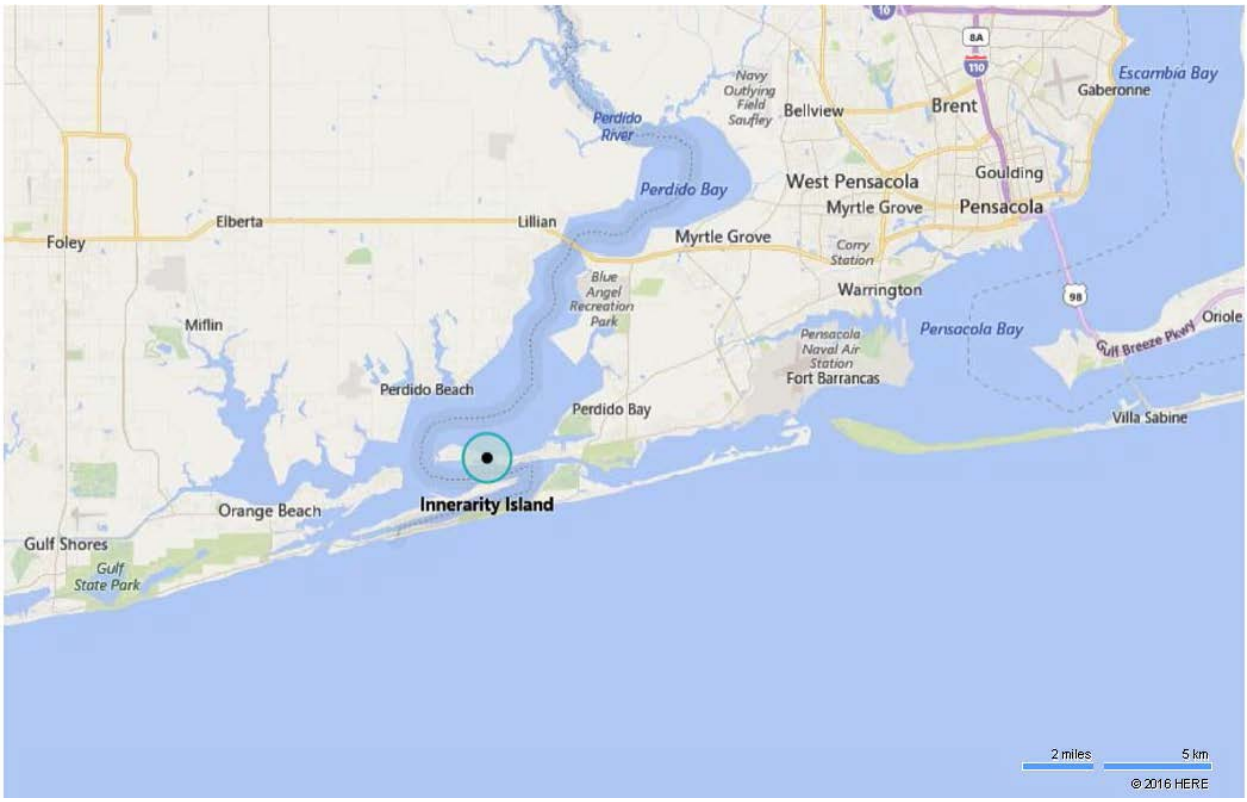

Figure 1

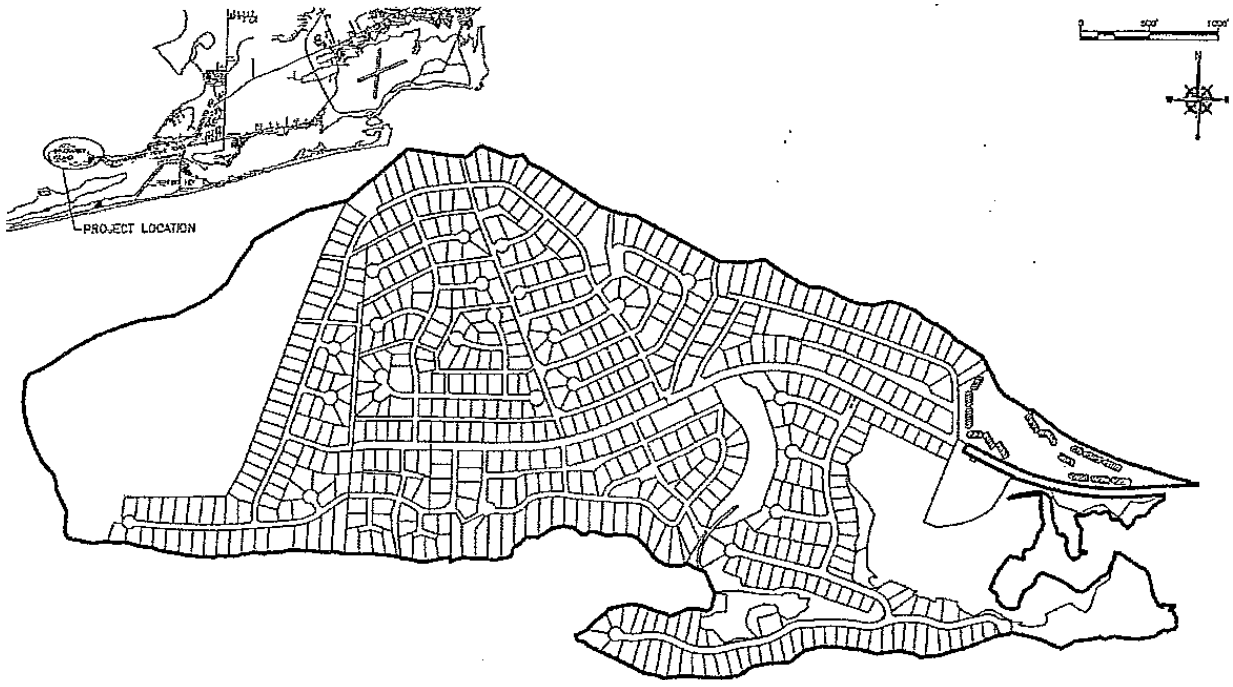

Figure 2

ATTACHMENT B-1

PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. _____ Agreement Effective Dates: _____

Grantee:
(Name & Mailing Address) _____

_____

Grantee's Grant Manager _____

Performance Period (*Start date – End date*): _____ Date of Request:_____

Task/Deliverable No(s). _____Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 2:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 3:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 4:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 5:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 6:	$ -	$ -	**$ -**	**$ -**	**$ -**
Task 7:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 8:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 9:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL AMOUNT	**$**	**$**	**$**	**$**	**$**
TOTAL BUDGET (ALL TASKS)	**$**			**$**	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	**$**			**$**	
TOTAL REMAINING (ALL TASKS)	**$**			**$**	

GRANTEE CERTIFICATION

Complete Grantee’s Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in

Check all that apply:

☐ All permits and approvals required for the construction, which is underway, have been obtained.

☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST"* column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT"* line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)"* line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"* line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"* from the "*TOTAL BUDGET (ALL*

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current reqeusted amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST"* line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT"* line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)"* line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF"* line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF"* from the "*TOTAL BUDGET (ALL TASKS)"* for the amount to enter on

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
				$ -	$ -		
Totals:				$ -	$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

2 **Local Share or Other Funding or Amount Not Requested**: Portion of invoice paid for by Grantee.

Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice
3 Amount **(1)**.

Deliverable Number: Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not
4 applicable to that Task/Deliverable identified under (**2**).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to SRF. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Remit Payment Request by E-mail to: SRF_Reporting@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

1) Exhibit D Payment Request Summary
2) Request for Payment Part II Reimbursement Detail
3) Copies of invoices
4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Sandy Waters 850-245-2898
Sandra.waters@dep.state.fl.us

ATTACHMENT E-1

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	$1,000,000.00	140047
Amendment 1	General Revenue Fund, Line Item1606A	2017-2018	37.039	Statewide Surface Water Restoration And Wastewater Projects	$500,000.00	140047

Total Award	$1,500,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

EXHIBIT C

PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0878

GRANTEE: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing $1,000 or more, of property previously purchased under a DEP agreement (identify the property upgraded and the applicable DEP agreement on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form.

DESCRIPTION OF PROPERTY	SERIAL NO. OR OTHER ID NO.	COST**	ACQUISITION DATE	LOCATION/ADDRESS

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE:	Grantee's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP GRANT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, SEND THIS COMPLETED FORM ALONG WITH INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/ INVOICE FOR PAYMENT.**

DEP Grant Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

Escambia County
Clerk's Original

3/2/2017 5:32 p.m P.H.

ORDINANCE 2017-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTIONS 70-824 THROUGH 70-831 CREATING THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS; AUTHORIZING THE LEVY OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF SEWAGE SYSTEM IMPROVEMENTS WITHIN THE DISTRICT BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; IDENTIFYING THE DUTIES OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT, TAX COLLECTOR, AND PROPERTY APPRAISER; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 3-3-2017 Verified By: K. McLeod

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, by Resolution **R2016-155**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for such services; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU; and

WHEREAS, due to public safety concerns, the Board of County Commissioners waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures*; and

WHEREAS, the proposed MSBU has otherwise met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, following completion of said improvements funded by the proposed MSBU, the lot owners shall assume responsibility for the improvements in this district.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY:

Section 1: The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Part I, Chapter 70, Article VIII, Division 3, Sections 70-824 through 70-831 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 3. –INNERARITY ISLAND DEVELOPMENT CORPORATION

Sec. 70-824. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under the authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing a sewage system improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-825. SHORT TITLE. This Ordinance shall be known and referred to as the "Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit Ordinance."

Sec. 70-826. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

(A) *Annual Installment* shall mean one tenth (1/10) of the total Costs of the improvements, a four percent (4%) interest charge on the remaining costs and accrued interest compounded annually, plus any statutory administrative fees payable to the Escambia County Tax Collector and the Escambia County Property Appraiser.

(B) *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

(C) *Costs* shall mean the total cost of engineering and construction associated with the sewage system improvements contained in the District. The costs for improvements may include, but are not limited to, the costs of design, permitting, surveys, engineering services, construction, labor, materials, plans and specifications, as well as administrative fees and the Escambia County Tax Collector's collection fee.

(D) *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

(E) *District* shall mean that geographical area of the *Innerarity Island Development Corporation Sewage System Improvement MSBU* as described in **Exhibit A**, attached hereto and incorporated by reference herein.

(F) *Fiscal Year* shall mean the period of time between October 1st and September 30th.

(G) *Improvements* shall mean all sewage system improvements presently located or to be located within or added to the District.

(H) *Lot* shall mean a developed or vacant parcel identified with a unique property identification number by the Escambia County Property Appraiser.

(I) *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

Sec. 70-827. DISTRICT CREATED. There is hereby created in Escambia County, Florida the *Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit* for the purpose of providing sewage system improvements within the District. The aforementioned District shall include all Lots which benefit from the improvements, including those Lots listed in **Exhibit A**, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones.

Sec. 70-828. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board. The Board shall have the following powers and duties:

(A) To authorize and provide for the collection of non-ad valorem special assessments to defray the Costs associated with the sewage system improvements within the District.

(B) To provide for or contract for the improvements within the District.

(C) To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

(D) To fairly and reasonably apportion the Costs of the improvements among all specially benefited Lots.

(E) To prepare and adopt an annual budget for the District.

(F) To make legislative findings related to the special benefits provided to Lots located in the District.

(G) To otherwise act or satisfy its duties and responsibilities under this Ordinance.

(H) To adopt by resolution, rules and regulations regarding fiscal management of the District.

Sec. 70-829. LEGISLATIVE FINDINGS.

(A) Due to public safety concerns, the Board waived the Application and Petition requirements specified in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures.* The proposed Innerarity Island Development Corporation Sewage System Improvement MSBU has otherwise met the criteria established by the Board in the *Escambia County Municipal Services Benefits Units Guidelines and Procedures.*

(B) Lots in the District are specially benefited since sewage system improvements increase the market value of an individual Lot and increase the ability of Lot owners to develop their land.

(C) The non-ad valorem special assessments levied will represent a fair and reasonable apportionment of the Costs of the special benefit received by each Lot and do not represent the cost of general governmental services provided to residents in the unincorporated areas of Escambia County.

(D) Through its creation of the District, the Board has not accepted ownership of any roads, streets, easements, or lots located within the District other than those expressly accepted or acquired through vote of the Board, and the Board shall not maintain such properties during or subsequent to the completion of any improvements in the District.

Sec. 70-830. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

(A) The Board shall authorize the levy of a non-ad valorem special assessment for sewage system improvements on Lots located within the District the first year following completion of the improvements. This non-ad valorem special assessment for sewage system improvements shall be levied following the preparation and adoption of a budget by the Board as provided by law each Fiscal Year.

(B) The Board may, by proper resolution, establish rules and regulations related to the fiscal management of the District.

(C) All special non-ad valorem special assessments shall be levied and collected by the uniform method of collection as adopted by the Board pursuant to §197.3632, Florida Statutes. All non-ad valorem special assessments shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this Ordinance, until said non-ad valorem special assessments are paid.

(C) The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments as provided in §197.3632 (2), Florida Statutes.

(D) The amount of non-ad valorem special assessment to be assessed and levied against each Lot within the District shall be determined by resolution of the Board based on the special benefit received by each Lot within the District. The non-ad valorem special assessment for sewage system improvements shall be fairly and reasonably apportioned among the benefited Lots at the time of completion of the improvements.

(E) Said non-ad valorem special assessment may be paid in one lump sum payment or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually, plus any applicable statutory administrative fees payable to the Escambia County Tax Collector and the Escambia County Property Appraiser. No discount shall be applied to early payment of the total outstanding non-ad valorem special assessment due. Lot owners may prepay any outstanding non-ad valorem special assessment in whole or in part without penalty. Any partial prepayment received shall be applied to the outstanding non-ad valorem special assessment balance and shall not postpone the date of any subsequent payment due or waive any future applicable interest or statutory administrative fees payable to the Escambia County Tax Collector or the Escambia County Property Appraiser.

(F) A certified copy of this Ordinance shall be recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-831. APPEAL PROCESS.

(A) Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District or any of the annual installments paid on the outstanding non-ad valorem special assessment by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

(B) The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error of the owner's Lot exists based on the information provided by the Lot owner, the information provided by the records of the Escambia County Property Appraiser's Office, and any other records or information made available to the Board. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due or any of the annual installments as a result of the error, with notice to the Board.

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary

adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

(D) In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the Lot owner and advise the Lot owner of his or her right to petition for review of the alleged assessment error by the Board within thirty (30) days. The Petition for Assessment Review shall state the Lot owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board that the Lot has been erroneously assessed on the non-ad valorem special assessment roll or that the annual installment has been erroneously calculated.

(E) At the next available meeting, the Board shall either: 1) direct the County Administrator or designee to adjust the non-ad valorem special assessment due or the annual installment; or 2) advise the Lot owner the Board finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

(F) The Board may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board may also, by resolution, identify circumstances in which a refund of the administrative fee for processing the appeal is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall take effect upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED THIS 2nd **DAY OF** March, **2017.**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

Deputy Clerk

(Seal)

D.B. Underhill, Chairman

Date Executed
3-2-2017

Enacted: March 2, 2017
Filed with Department of State: March 3, 2017
Effective: March 3, 2017

Approved as to form and legal sufficiency.
By/Title:
Date: 2/15/17

EXHIBIT A

PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
15-3S-32-3000-060-004	15-3S-32-2000-316-002	15-3S-32-2003-007-001	15-3S-32-1900-102-007	15-3S-32-1900-094-007	15-3S-32-2000-021-001
15-3S-32-2003-120-010	15-3S-32-1900-077-008	15-3S-32-2003-007-002	15-3S-32-2006-009-009	15-3S-32-2003-008-003	15-3S-32-3000-150-001
15-3S-32-3000-060-008	15-3S-32-3000-440-008	15-3S-32-3000-020-008	15-3S-32-2005-003-001	15-3S-32-3000-090-001	15-3S-32-2006-001-009
15-3S-32-2003-004-004	15-3S-32-3000-420-008	15-3S-32-2005-001-004	15-3S-32-2001-004-005	15-3S-32-2003-003-007	15-3S-32-1102-003-001
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15-3S-32-3000-010-001	15-3S-32-2006-006-001	15-3S-32-1103-004-003	15-3S-32-2005-006-001	15-3S-32-2001-005-003	15-3S-32-3000-260-001
15-3S-32-2000-057-001	15-3S-32-2002-023-002	15-3S-32-2003-010-010	15-3S-32-2005-005-001	15-3S-32-1103-003-003	15-3S-32-1103-001-004
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PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER	PROPERTY NUMBER
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15-3S-32-2001-014-008	15-3S-32-2001-007-008	15-3S-32-2006-003-009	15-3S-32-3000-110-004	15-3S-32-2000-304-002	15-3S-32-2001-008-008
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15-3S-32-2003-001-006	15-3S-32-1900-016-002	15-3S-32-3000-050-002	15-3S-32-1102-002-007	15-3S-32-1103-004-002	15-3S-32-2001-003-002
15-3S-32-3000-460-008	15-3S-32-1900-017-002	15-3S-32-3000-060-002	15-3S-32-2001-002-006	15-3S-32-2002-027-002	15-3S-32-2001-001-003
15-3S-32-3000-070-001	15-3S-32-1900-018-003	15-3S-32-3000-200-001	15-3S-32-2003-101-010	15-3S-32-3000-020-010	15-3S-32-2001-015-008
15-3S-32-2000-311-002	15-3S-32-1900-019-003	15-3S-32-1103-005-004	15-3S-32-2001-014-005	15-3S-32-1900-069-008	15-3S-32-2001-003-003

EXHIBIT A

PROPERTY NUMBER
15-3S-32-2005-001-003
15-3S-32-2003-080-010
15-3S-32-2003-100-010
15-3S-32-1900-079-008
15-3S-32-1900-080-008
15-3S-32-3000-140-010
15-3S-32-1102-002-008
15-3S-32-1900-039-002
15-3S-32-2006-007-001
15-3S-32-2001-014-004
15-3S-32-1103-005-003
15-3S-32-2003-110-010
15-3S-32-2003-007-009
15-3S-32-1900-088-007
15-3S-32-1103-001-002
15-3S-32-3000-310-008
15-3S-32-1900-059-008
15-3S-32-1900-098-007
15-3S-32-2001-004-003
15-3S-32-1900-067-008
15-3S-32-1900-087-007
15-3S-32-1103-008-003
15-3S-32-1900-089-007

PROPERTY NUMBER
15-3S-32-1900-020-003
15-3S-32-1900-021-003
15-3S-32-1900-022-003
15-3S-32-1900-023-004
15-3S-32-1900-024-004
15-3S-32-1900-025-004
15-3S-32-1900-026-004
15-3S-32-1900-027-004
15-3S-32-1900-028-004
15-3S-32-1900-029-004
15-3S-32-1900-030-004
15-3S-32-1900-031-004
15-3S-32-1900-032-004
15-3S-32-1900-033-004
15-3S-32-1900-034-004
15-3S-32-2004-002-002
15-3S-32-1102-001-004
15-3S-32-2000-303-002
15-3S-32-1102-001-010
15-3S-32-1102-002-001
15-3S-32-3000-020-004
15-3S-32-1102-001-012
15-3S-32-1102-002-012
15-3S-32-2001-008-003

PROPERTY NUMBER
15-3S-32-2000-061-001
15-3S-32-1103-004-004
15-3S-32-1900-100-007
15-3S-32-2001-002-002
15-3S-32-1103-006-001
15-3S-32-2000-056-001
15-3S-32-1102-001-002
15-3S-32-2002-024-002
15-3S-32-1900-046-005
15-3S-32-1102-005-002
15-3S-32-1103-002-002
15-3S-32-2006-001-010
15-3S-32-3000-030-001
15-3S-32-2003-060-010
15-3S-32-3000-100-003
15-3S-32-2005-002-003
15-3S-32-3000-350-008
15-3S-32-2000-313-002
15-3S-32-1103-003-002
15-3S-32-2001-011-004
15-3S-32-2003-010-002
15-3S-32-1103-004-001
15-3S-32-3000-140-001
15-3S-32-2003-011-006

PROPERTY NUMBER
15-3S-32-2001-012-005
15-3S-32-3000-020-006
15-3S-32-2002-026-002
15-3S-32-2003-005-006
15-3S-32-1900-092-007
15-3S-32-1900-096-007
15-3S-32-3000-080-004
15-3S-32-3000-100-002
15-3S-32-3000-010-002
15-3S-32-3000-090-002
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15-3S-32-3000-250-001
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15-3S-32-2000-308-002
15-3S-32-2001-007-003
15-3S-32-1900-072-008
15-3S-32-3000-090-004
15-3S-32-1900-073-008
15-3S-32-2003-004-003
15-3S-32-2001-001-008
15-3S-32-3000-080-003
15-3S-32-3000-120-004
15-3S-32-3000-150-008
15-3S-32-2006-001-001

PROPERTY NUMBER
15-3S-32-2000-309-002
15-3S-32-3000-270-008
15-3S-32-3000-290-001
15-3S-32-1102-004-002
15-3S-32-2001-010-008
15-3S-32-2001-009-008
15-3S-32-2001-003-007
15-3S-32-1900-043-005
15-3S-32-1900-038-002
15-3S-32-2000-310-002
15-3S-32-2001-002-007
15-3S-32-3000-300-008
15-3S-32-3000-010-006
15-3S-32-3000-010-010
15-3S-32-2001-001-002
15-3S-32-2001-009-005
15-3S-32-3000-100-008
15-3S-32-3000-110-008
15-3S-32-3000-120-008
15-3S-32-3000-270-001
15-3S-32-2003-008-001
15-3S-32-1102-002-011
15-3S-32-3000-220-008
15-3S-32-2000-024-001

PROPERTY NUMBER
15-3S-32-2001-016-004
15-3S-32-2001-017-004
15-3S-32-1900-066-008
15-3S-32-2003-004-006
15-3S-32-1900-081-008
15-3S-32-2001-013-004
15-3S-32-3000-250-008
15-3S-32-3000-380-008
15-3S-32-2002-021-002
15-3S-32-3000-030-004
15-3S-32-1102-004-009
15-3S-32-2000-318-002
15-3S-32-1102-001-011
15-3S-32-2000-350-002
15-3S-32-2000-307-002
15-3S-32-3000-410-008
15-3S-32-3000-130-004
15-3S-32-2001-018-008
15-3S-32-2000-000-000
15-3S-32-2004-003-002
15-3S-32-1102-003-013
15-3S-32-1102-002-013
15-3S-32-1900-101-007
15-3S-32-1900-062-008
15-3S-32-3000-370-001
15-3S-32-3000-010-003

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11794 **Public Hearings 11.**

BCC Regular Meeting

Meeting Date: 03/02/2017

Issue: 5:32 p.m. Public Hearing to consider an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements MSBU

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing to consider adopting an Ordinance creating the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit (MSBU).

Recommendation: That the Board take the following action concerning the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit:

A. Adopt an Ordinance creating Volume I, Chapter 70, Article VIII, Division 3, Sections 70-824 through 70-831, of the Escambia County Code of Ordinances, establishing the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit and all related documents; and

B. Make the following findings of fact:

1. Due to public safety concerns, the Board of County Commissioners waived the Application and Petition requirements specified in the Escambia County Municipal Services Benefits Units Guidelines and Procedures. The proposed Municipal Service Benefit Unit has otherwise met the criteria established by the Board of County Commissioners in the Escambia County Municipal Services Benefits Units Guidelines and Procedures for a municipal service benefit unit;

2. Lots in the District are specially benefited since sewage system improvements increase the market value of an individual Lot, and increase the ability of Lot owners to develop their land;

3. The non-ad valorem special assessments levied will represent a fair and reasonable apportionment of the Cost of the special benefit received by each Lot and do not

represent the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

4. Through its creation of the District, the Board of County Commissioners has not accepted ownership of any roads, streets, easements, or lots located within the District other than those expressly accepted or acquired through vote of the Board of County Commissioners, and the Board of County Commissioners shall not maintain such properties during or subsequent to installation of any drainage improvements in the District.

BACKGROUND:

The proposed Ordinance will create the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit for the purpose of providing sewage system improvements within the District.

BUDGETARY IMPACT:

The proposed MSBU assessment will defray the cost of sewage system improvements within the District based upon a fair and reasonable apportionment of the cost to all specially benefitted properties. The assessment may be paid in a single lump sum or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Assistant County Attorney, Kristin D. Hual, and advertised in the *Pensacola News Journal* on Saturday, February 18, 2017.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

5:32 p. m. PH

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13514 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 02/01/2018

Issue: 5:32 p.m. Public Hearing to Consider an Ordinance Amending Sec. 70-827, Exhibit A, Relating to the IIDC Sewage System Improvements MSBU

From: Kristin Hual, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing to consider an Ordinance amending Volume I, Chapter 70, Article VIII, Division 3, Section 70-827, Exhibit A, of the Escambia County Code of Ordinances, relating to the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit Ordinance to revise the boundaries of the district.

Recommendation: That the Board adopt an Ordinance amending Volume I, Chapter 70, Article VIII, Division 3, Section 70-827, Exhibit A, of the Escambia County Code of Ordinances, relating to the Innerarity Island Development Corporation Sewage System Improvements Municipal Service Benefit Unit Ordinance to revise the boundaries of the district.

BACKGROUND:

On March 2, 2017, the Board of County Commissioners previously enacted an Ordinance establishing the Innerarity Island Development Corporation (IIDC) Sewage System Improvements Municipal Service Benefit Unit (MSBU). The boundaries of the district were defined in the Ordinance to include a total of 601 lots. It was later discovered that 109 lots, referred to as the "Innerarity Townhomes" development, are serviced by a private lift station and would not benefit from the proposed sewage system improvements. The proposed Ordinance will reduce the geographical area of the MSBU to include a total of 492 lots and exclude those lots that would not benefit from the improvements funded by the proposed MSBU.

BUDGETARY IMPACT:

The MSBU assessment will defray the cost of sewage system improvements within the District based upon a fair and reasonable apportionment of the cost to all specially benefitted properties. The assessment may be paid in a single lump sum or may be amortized over a ten (10) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Tax Collector and Property Appraiser.

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Senior Assistant County Attorney, Kristin D. Hual, and was advertised in the *Pensacola News Journal* on Saturday, January 20, 2018.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Ordinance with Legal Sign-off

5:32 p. m. PH

Escambia County
Clerk's Original

2/1/2018 5:30 p.m. PH

Date: 2/6/2018 Verified By:

ORDINANCE 2018- 3

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 70, ARTICLE VIII, DIVISION 3, SECTION 70-827, EXHIBIT A OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE INNERARITY ISLAND DEVELOPMENT CORPORATION SEWAGE SYSTEM IMPROVEMENTS MUNICIPAL SERVICE BENEFIT UNIT ORDINANCE; REVISING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §125.01, Florida Statutes, the Board of County Commissioners of Escambia County, Florida previously enacted an ordinance establishing the Innerarity Island Development Corporation Sewage System Improvement Municipal Service Benefit Unit ("MSBU"); and

WHEREAS, the Board of County Commissioners finds that Sec. 70-827, Exhibit A of the Escambia County Code of Ordinances defining the boundaries of said District requires amendment to exclude certain lots that would not benefit from the improvements funded by the proposed MSBU; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment to Sec. 70-827, Exhibit A serves an important public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY:

Section 1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. AMENDMENT. Volume I, Chapter 70, Article VIII, Division 3, Section 70-827, Exhibit A of the Escambia County Code of Ordinances is hereby amended to reflect that the District shall include all Lots which benefit from the improvements, excluding any holding ponds, wetland/drainage easements, designated wetlands, or buffer zones, including those Lots listed in the revised **Exhibit A**, attached hereto and incorporated herein.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. **EFFECTIVE DATE**. This Ordinance shall take effect upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED THIS 1st **DAY OF** February, **2018.**

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

Jeff Bergosh, Chairman

Deputy Clerk

(Seal)

Approved as to form and legal sufficiency.

By/Title:
Date: 1/24/18

Enacted: February 1, 2018
Filed with Department of State: February 6, 2018
Effective: February 6, 2018

Date Executed
2/6/2018

IN THE CIRCUIT COURT OF
THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida,

Petitioner,

v.

INNERARITY ISLAND DEVELOPMENT CORPORATION, a Florida corporation,

Respondent.
_____/

Case No. 2014 CA 000237

ORDER APPOINTING RECEIVER

THIS MATTER having come before the Court on March 21, 2014 upon the Petition of Escambia County to appoint a Receiver pursuant to a Notice of Abandonment and the Court having heard argument of counsel and being fully advised in the premises, hereby finds:

1. Respondent owns and operates a water and wastewater utility and associated real and personal property constituting a system (hereinafter "System") within the jurisdictional boundaries of Escambia County, Florida. Respondent is a utility as defined by § 367.021(12), Fla. Stat. and owns and operates a system as defined by § 367.021(11), Fla. Stat.

2. Respondent purchases water and wastewater services from Emerald Coast Utilities Authority which is then resold and billed to the customers of System.

3. On or about January 27, 2014, Respondent formally filed a Notice of Abandonment pursuant to § 367.165(1), Fla. Stat. and Escambia County subsequently filed its Petition to Appoint a Receiver (the "Petition") to take possession of and operate

Respondent's System and utility.

ACCORDINGLY, IT IS HEREBY ORDERED AND ADJUDGED:

A. The County's Petition is hereby granted.

B. Appointment of Receiver and Term. Escambia County is hereby appointed as the Receiver for Respondent's System. The term of this receivership shall begin on a date mutually agreeable to the Receiver and Respondent, but no later than March 28, 2014. It shall terminate when the Receiver disposes of the real and personal property of Respondent as provided in § 367.165(2), Fla. Stat., in a manner designed to continue the efficient and effective operation of utility service. In light of Respondent's abandonment of the System, Respondent is not, nor will be, entitled to any benefits or proceeds, specifically including any proceeds from disposition of property or distribution of monies, that result from, or which are associated with, the disposal of all, or a part of, the System by the Receiver. Upon termination of the receivership as provided, the Receiver shall be released from all further obligations to operate and maintain the System.

C. Surrender of Property, Assets, Documents, and Facilities. All real and personal property, assets, documents, and facilities comprising and necessary to the System shall be transferred to the custody and possession of Receiver after entry of this Order. In this respect, Respondent shall: (1) transfer to and produce to the Receiver all customer account records, contracts, agreements, non-privileged correspondence, business records, easements, construction drawings, record drawings, O&M manuals, permits, operating protocol, and any other documents related to the System, to include the real and personal property, assets and liabilities associated therewith in order that the Receiver may then operate and maintain said System, and (2) surrender possession of all

real and personal property comprising the System and owned by Respondent to the custody of Receiver. Upon entry of this Order, Respondent shall transfer and produce all bank accounts, bank account records, customer deposits, cash, and accounts receivable balances to the custody of Receiver, which relate to the subject abandoned property and System. However, the Receiver shall maintain all documents in accordance with its record retention policy and subject to all applicable federal, state or local laws. At Respondent's cost and expense, Respondent may retain, or make arrangements for the duplication of records in the possession of the Receiver to be disposed of. To the extent that the System is sold or otherwise disposed of, the Receiver shall include a provision in the instrument effectuating the transfer for the maintenance of records as provided herein.

D. Receiver's Powers. Once the documents maintained and possessed by Respondent together with the real and personal property owned by Respondent are surrendered and transferred to the custody and possession of Receiver in accordance with Paragraph C above, the Receiver shall send written notice of receipt thereof to this Court and shall continue the lawful operation and maintenance of the utility service to the customers of Respondent. In order to discharge its responsibilities under this Order and by statute, the Receiver shall have the following powers and authority:

(1) To provide and maintain water and wastewater utility service within the designated service area, in compliance with all applicable permits, regulations, local laws, and statutes;

(2) To make extensions, expansions, repairs, replacements, and improvements to the System as appropriate and necessary;

(3) To collect rates, fees and charges, and deposits for all utility service

provided by the System in accordance with all applicable state and local laws;

(4) To increase rates charged to customers served by the System or to impose special assessments in accordance with law upon real property owners benefitted by the System to pay for costs of operation, maintenance and upgrade of the System;

(5) To borrow money and to pledge or encumber the facilities, assets and revenues of the System for the repayment thereof;

(6) To enter into contracts or agreements with any other public agency or private entity providing for or relating to the operation and maintenance of the System or the connection of the customers to any other public or private water and wastewater utility;

(7) To accept any gifts, grants, or contributions in kind in connection with the management, operation, and maintenance of the System;

(8) To retain and pay the fees, costs, and salaries of accountants, architects, engineers, attorneys, employees, or other professional consultants as necessary or desirable in the management, operation, or maintenance of the System and to ensure compliance with all provisions of this Order for the rates, fees and charges authorized under this paragraph;

(9) To pay from the revenues collected from the customers of the System, all necessary and reasonable operating expenses (including the costs and expenses contemplated in this paragraph) in a manner designed to continue the efficient and effective operation of said System. Furthermore, Receiver may expend such reasonable amounts as prudent, necessary, and advisable, in the professional judgment of Receiver, in order to effectuate the efficient and effective operation of the System.

(10) To sue or be sued, to implead or to be impleaded, to complain and defend in any court, and to seek all legal or equitable relief in accordance with applicable state law;

(11) To apply for and obtain any applicable federal, state, and local governmental permits, certificates, licenses, or other approvals in order to operate and maintain the System;

(12) To perform generally any other lawful acts necessary or desirable to carry out the express powers and authority granted and imposed herein.

(13) To seek further instructions and/or guidance from this Court concerning the operation and maintenance of the System during any part of the time frame that the receivership exists.

E. Continuing Jurisdiction. This Court shall retain jurisdiction in this cause to enter such further orders or take any action as it deems appropriate. Nothing in this Order is intended to determine what entity or person may be ultimately and permanently responsible for the operation and maintenance of the System, except as provided in Paragraph B, above. As Receiver did not operate or own a water and wastewater utility or system prior to entry of this Order, it is contemplated that Receiver will be endeavoring to dispose of the System in compliance with statute and in furtherance of its police power. Further, Respondent contends that certain parcels of real property are not part of the System and are not necessary for its effective and efficient operation. Receiver contends that the statutory definition of System set forth in § 367.021(11) provides that real property used or useful in providing service would encompass all real property owned by Respondent. In the event that Receiver and Respondent are not able to reach an

agreement concerning the extent of real property owned by Respondent which should be ultimately disposed of as part of Receiver's obligation under § 367.165(2), Fla. Stat., then the Court retains jurisdiction to make a determination as to the extent of real property either necessary or useful for the efficient and effective operation of the System.

F. Immunity from Liability and Violations. As consideration for Receiver assuming the responsibility for the continued operation and maintenance of the System, the Receiver and its agents and employees are hereby declared to be held harmless and not legally responsible for any or all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, that have arisen or may arise out of (or be the result of) the past design, construction, operation, and maintenance of the System. This immunity shall include, but is not limited to: immunity from injury to persons, damage to property or property rights, or violation of any governmental law, rule, regulation or requirement that may arise from the design, construction, operation, or maintenance of the System occurring prior to the effective date of abandonment of March 28, 2014, or during the period of receivership, if such injury, damage or violation is the direct result of design, construction, operation or maintenance of the System occurring prior to the effective date of abandonment of March 28, 2014.

G. Respondent's Liability. Respondent shall remain liable under all applicable laws for any claims, violations, demands, penalties, suits, proceedings, actions or fees occurring on or prior to the effective date of abandonment of March 28, 2014. To the extent that any such claim, violation, demand, penalty, suit, proceeding, action, or fee is presented, Receiver, or its successors or assigns, shall make available to Respondent all documents surrendered pursuant to Paragraph C herein.

H. Receiver's Separation of Funds. Escambia County, as Receiver, is hereby directed by this Court to maintain separate accounts and records for the management of the Respondent's System. Additionally, this Court hereby directs that the revenues from the Respondent's System are not to be considered the revenues of the Receiver, nor are the revenues of the Receiver to be considered those of Respondent.

I. Receiver's Obligations for Operation. The Receiver in this cause is hereby directed to operate the System until disposed of as provided by this Order. The System shall be operated by the Receiver in such a manner so as to provide efficient and effective continuous service to the customers of the System during the term of this receivership and as can be provided from the revenues of the System.

J. Receiver's Accounting to the Court. Upon request and subject to the Florida Public Records Act, Receiver shall submit to the Court and to Respondent financial and operational reports for the System for the duration of its receivership.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this 21st day of March, 2014.

\S\ JAN SHACKELFORD

Jan Shackelford, Circuit Court Judge

Copies to: Charles V. Peppler, Deputy County Attorney
Ron Nelson, Attorney for Respondent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15935 **County Administrator's Report 12. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Acquisition of Property Located on Old Chemstrand Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property Located on Old Chemstrand Road - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.67 acres) located in the 1600 Block of Old Chemstrand Road, from Hussein S. and Anne B. Sharaway:

A. Authorize the purchase of this property, located in the 1600 Block of Old Chemstrand Road, for the approved counter-offer of $25,000, from Hussein S. and Anne B. Sharaway;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located in the 1600 Block of Old Chemstrand Road (approximately 0.67 acres); and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board.

This property is located in Commission District 5.

[Funding source: District 5 Discretionary Fund, Cost Center 110101, Account 58201]

BACKGROUND:

Meeting in regular session on February 21, 2019, and on April 4, 2019, the Board authorized staff to obtain an appraisal for this parcel and then to make an offer to purchase based on the appraisal ($13,400.) As directed during the meeting on April 4, 2019, the remaining due diligence was performed and a counter-offer was brought to the Board for approval at their regularly-scheduled meeting on May 16, 2019.

Mr. and Mrs. Sharaway are willing to sell their property, located in the 1600 Block of Old

Chemstrand Road, for a preferred net purchase price of $23,000. The $25,000 purchase price will help cover closing costs and allow the property owners to obtain a price close to the preferred net amount of $23,000.

This property is contiguous with an existing County parcel, located at 391 90 & 9 Ranch Road, and will allow for better access and any potential future development.

BUDGETARY IMPACT:

Funding is available in the District 5 Discretionary Fund, Cost Center 110101, Account 58201.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be reviewed and approved by the County Attorney's Office.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Contract

Aerial Map_1600 Blk Chemstrand Rd

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Hussein S. Sharaway and Anne B. Sharaway, husband and wife, whose address is 3550 Home Town Lane, Saint Cloud, Florida 34769 ("Sellers"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Sellers agree to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2019.

2. PURCHASE PRICE; PAYMENT. The purchase price is Twenty-Five Thousand Dollars ($25,000.00), payable to Sellers at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Sellers in writing specifying the defects, and Sellers shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Sellers are unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Sellers shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Sellers must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Sellers and accepted by Buyer in writing, and (iii) mechanic's liens. Sellers represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Sellers and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Sellers); Deed Documentary Stamp Tax (Sellers);

Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Sellers); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Sellers).

7. BROKERS. Neither Buyer nor Sellers have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Sellers at closing. In the event the closing occurs between January 1 and November 1, Sellers must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Sellers must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Sellers shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Sellers shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Sellers in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Sellers are not in default under this Contract, Sellers will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Sellers in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Sellers' sole remedy under the Contract and Sellers have no right of specific performance. If Sellers fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Sellers for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or

performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Sellers cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Sellers until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Sellers unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLERS:
Hussein S. Sharaway and
Anne B. Sharaway
3550 Home Town Lane
Saint Cloud, Florida 34769

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Sellers shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey

and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Sellers on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Sellers warrant that there are no facts known to Sellers materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Sellers, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Sellers or its employees or customers.

25. OCCUPANCY AND POSSESSION. Sellers warrant delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Sellers convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Sellers, rescind the Contract and Sellers must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Sellers are released, as to one another, of all further obligations under the Contract. Sellers shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Sellers, (i) shall pay to Buyer at closing all proceeds previously received by Sellers from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Sellers agree to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Sellers' foreign or non-foreign status and Sellers' United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: Asst County Attorney
Date: July 10, 2019

SELLER:

Witness
Jennifer Rodriguez
Print Name

Hussein S. Sharaway by Andre B. Sharaway Attny. In Fact

Witness
Blanca Diaz
Print Name

Date: June 25, 2019

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 25th day of June, 2019 by **Hussein S. Sharaway**. He (__) is personally known to me, (__) produced current FL DL License as identification.

JESSICA ALE
Notary Public - State of Florida
Commission # GG 245240
My Comm. Expires Aug 2, 2022

Jessica Ale
Signature of Notary Public

(Notary Seal)

JESSICA ALE
Printed Name of Notary Public

SELLER:

Witness

Jennifer Rodriguez
Print Name

Witness

Bianca M. Diaz
Print Name

Anne B. Sharaway
Anne B. Sharaway

Date: June 25, 2019

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 25th day of June, 2019 by **Anne B. Sharaway**. She ( ) is personally known to me, ( ) produced current FL DL License as identification.

JESSICA ALE
Notary Public - State of Florida
Commission # GG 245240
My Comm. Expires Aug 2, 2022

(Notary Seal)

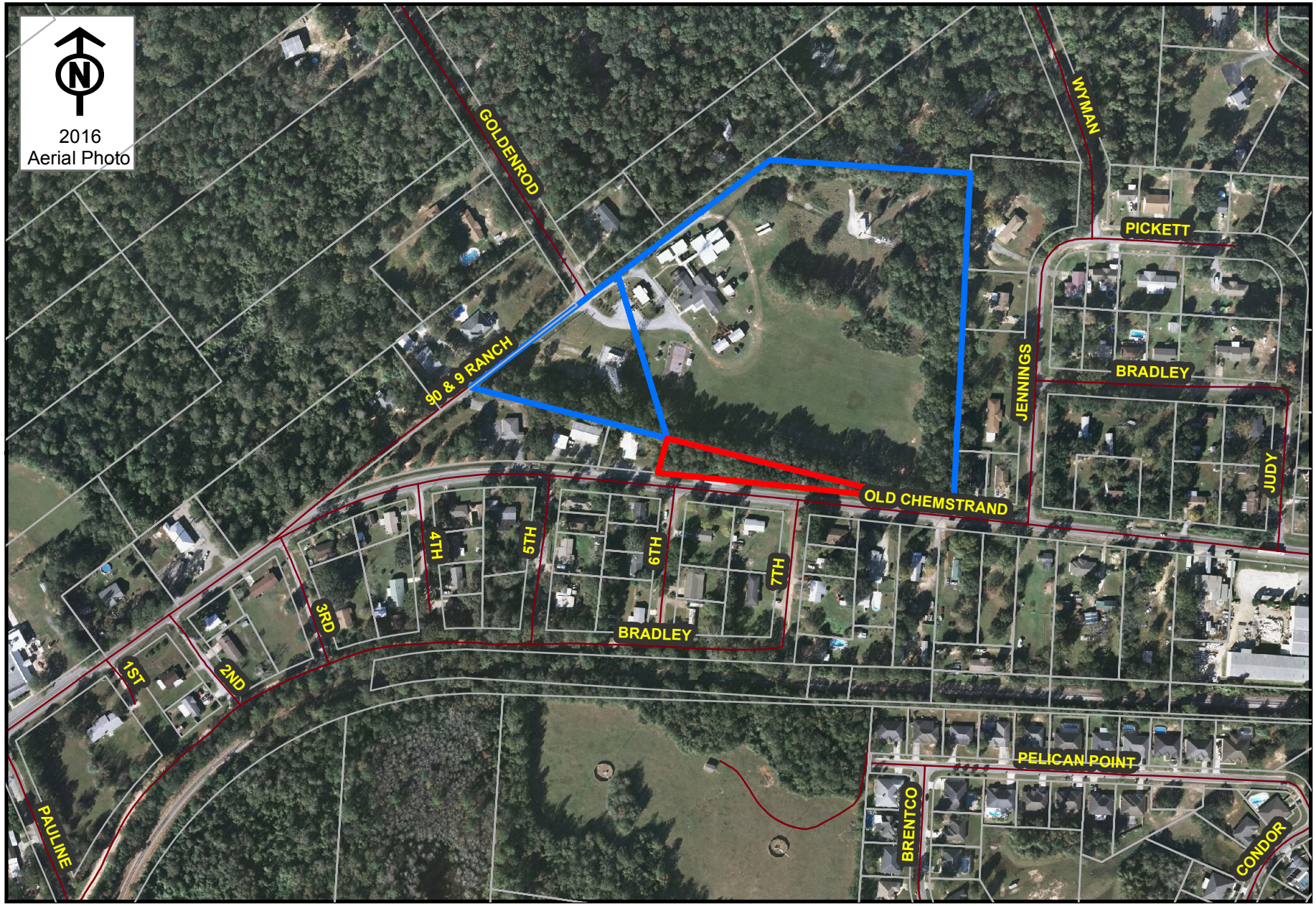
Jessica Ale
Signature of Notary Public

Jessica Ale
Printed Name of Notary Public

Exhibit "A"

That portion of Section 13, Township 1 North, Range 30 West, Escambia County, Florida, commencing at the Northeast corner of Davison Homes Subdivision as recorded in Plat Book 3 at Page 27 of the records of Escambia County, Florida, thence Northerly at right angles 66 feet to the North side of Chemstrand Road for Point of Beginning, thence Easterly along Chemstrand Road 69 feet, thence Westerly with an interior angle of 8 degrees 52 minutes 580 feet, thence Southerly at right angles 90.48 feet, thence Easterly 518 feet to the Point of Beginning.

Old Chemstrand Road



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SWC 4/1/19 DISTRICT 5

Sharaway Property

County Property

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16154 **County Administrator's Report 12. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Resolution to Cancel Taxes On Property Owned By Escambia County
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution to Cancel Taxes on Property Owned by Escambia County - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning a Resolution to cancel taxes on parcel 43-1S-30-1101-000-001, Tax Account Number 04-1335-040, located in the 2400 Block of Michigan Avenue, which was deeded to the County and accepted by the BCC on May 2, 2019:

A. Adopt the Resolution to cancel taxes for the tax years of 2015 through 2018, in the amount of $575.61, and for subsequent years' taxes for parcel 43-1S-30-1101-000-001, Tax Account Number 04-1335-040; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution without further action of the Board.

This property is located within Commission District 1.

BACKGROUND:

In 2013, Pete Delgado purchased (in his wife's name) the subject parcel located in the 2400 Block of West Michigan Avenue. Mr. Delgado later discovered that the parcel included a non-functioning stormwater detention pond, part of a defective private drainage system that, historically, had not been maintained. The conditions of the parcel generated a code enforcement action and a lien was recorded in 2016. Apparently, in response to the code enforcement lien, the Delgados recorded a deed to Escambia County, mistakenly believing they had cured their code enforcement and property problems by conveying them all to the County. However, the deed was not an effective conveyance to the County, as it contained many obvious defects, the most significant of which is that the County did not know about the transaction and, accordingly, never accepted title to the property.

The parcel, part of the private drainage infrastructure that was abandoned by the developer of the adjacent South Gulf Manor subdivision after the plat was approved in 1976, passed through several tax deed and other private sales before it was acquired by Mr. Delgado, who purchased the property in his wife's name.

Residents of nearby South Gulf Manor subdivision have reported home, yard, and street flooding caused by the defective stormwater detention pond during major storm events, and have a history of issues associated with the neighborhood drainage system. The detention pond does not meet County standards due to its steep side slopes and lack of access for maintenance.

Acquisition of the detention pond and two other adjacent properties will be necessary to address the stormwater drainage problems in the South Gulf Manor subdivision and the surrounding areas. Staff has contacted the Delgados on numerous occasions to request their assistance in conveying a proper deed, but the Delgados have been uncooperative.

On May 2, 2019, the BCC approved to accept the 2016 deed from Bonnie Evans Delgado after the County Attorney's Office considered that would likely be the most cost effective way to proceed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney’s Office prepared the provided Resolution and has approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in accordance with Section 196.28, Florida Statute.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution - Delgado
May BCC Meeting Minutes
Aerial Map

RESOLUTION NUMBER R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, TO CANCEL TAXES ON A PARCEL OF PROPERTY OWNED BY ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 196.28, Florida Statutes, the Board of County Commissioners of Escambia County, Florida, has full power and authority to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or the State, upon lands heretofore or hereafter, conveyed to, or acquired by any agency, governmental subdivision or municipality of the state, or the United States for road purposes, defense purposes, recreation, reforestation or other public use; and

WHEREAS, the property described in the Deed recorded in Official Record Book 7571 at page 1562 of the public records of Escambia County was accepted by Escambia County at its May 2, 2019 Board meeting, as shown in the Acceptance recorded in Official Record Book 8094 at page 123 of the public records of Escambia County, Florida, and will be used for public stormwater infrastructure; and

WHEREAS, at the time of the acquisition taxes were owed on the property for the 2015, 2016, 2017, 2018 and 2019 tax years, (Tax Account No. 04-1335-040), and the County accepted the property subject to those taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Taxes for the current and previous years and tax certificates in the face amounts shown below (and accrued interest, if any) for Tax Account No. 04-1335-040 are hereby cancelled.

Taxes for 2015	$ 152.81
Taxes for 2016	$ 153.49
Taxes for 2017	$ 136.12
Taxes for 2018	$ 133.19
Taxes for 2019	As assessed.

Section 3. Upon receipt of a certified copy of this resolution, the proper officials are authorized, empowered and directed to make appropriate entries upon the records to accomplish the cancellation and discharge of any and all liens for taxes, delinquent or current, held or owned by Escambia County upon the properties.

Section 4. This Resolution shall be effective upon its adoption by the Board of County Commissioners of Escambia County, Florida.

Adopted this _____ day of _____, 2019.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 8, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve the Request for Disposition of Property Form for the Public Defender's Office, for equipment which is described and listed on the Disposition Form. The listed items are outdated, are in excess, and have been found to be of no further usefulness to the County.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

9. Recommendation: That the Board take the following action concerning property located in the 2400 Block of Michigan Avenue (Parcel Reference No. 43-1S-30-1101-000-001):

   A. Accept the deed from Bonnie Delgado to Escambia County, that was recorded in Official Record Book 7571, at Page 1562, of the public records, on August 10, 2016, without the County's knowledge or approval; and

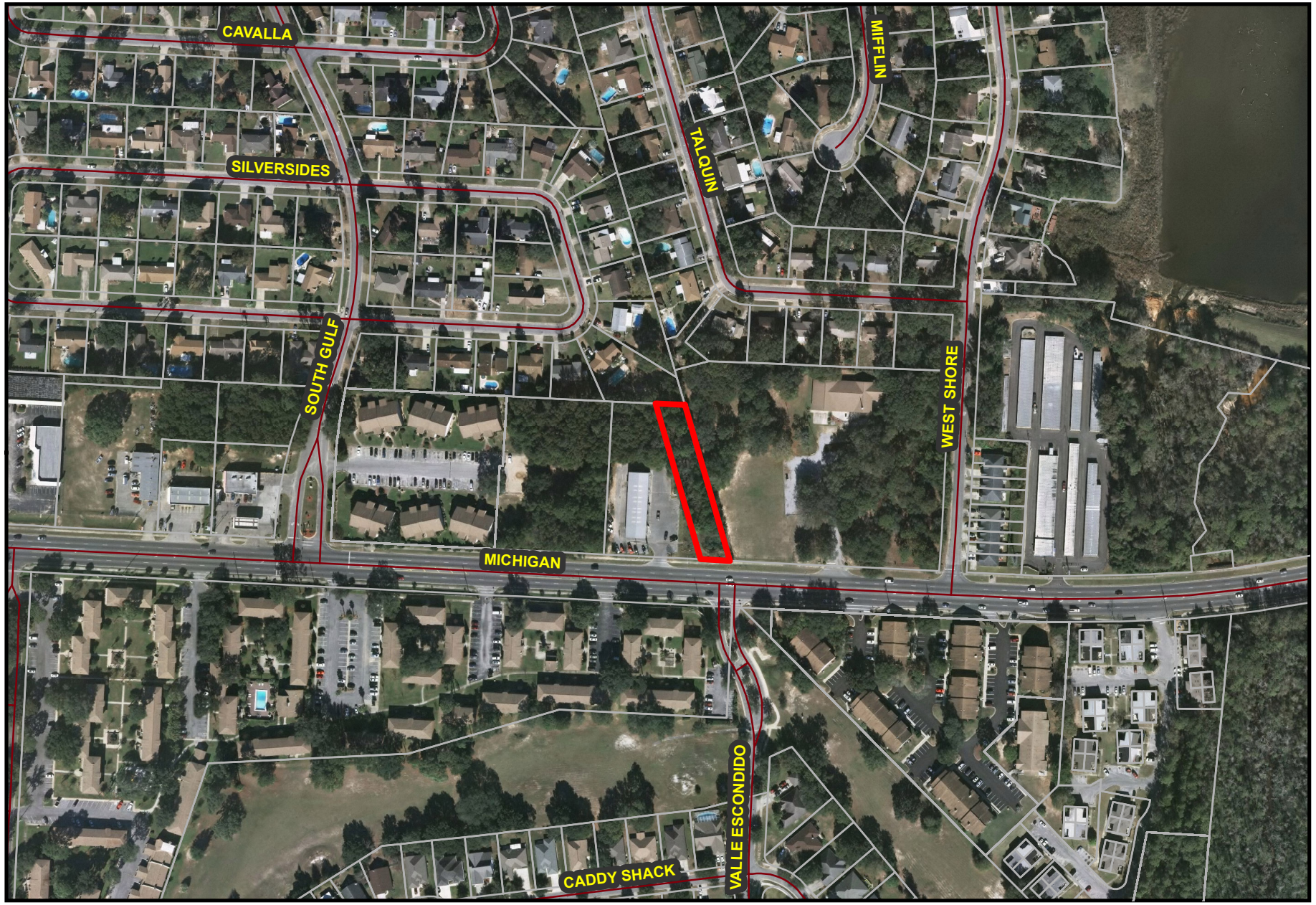
   B. Direct the County Attorney's Office to take the appropriate steps to record the County's acceptance of the deed in the public records.

   This property is located in Commission District 1.

Motion: To move the balance **For Information:** The "balance" refers to Consent Agenda Items 1 through 11, with the exception of Item 2, which was held for a separate vote.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

DRAFT

South Gulf Manor



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SWC 4/1/19 DISTRICT 1

Delgado Property

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16460 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Amendment to South Central Planning and Development Commission Software License and Service Agreement
From: TONYA ELLIS, Interim Director
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Second Amendment to the South Central Planning and Development Commission Software License and Service Agreement - Tonya Ellis - Interim Director Mass Transit

That the Board take the following action concerning the Second Amendment to the Software License and Service Agreement with the South Central Planning and Development Commission:

A. Approve the Amendment to the Software License and Service Agreement with the South Central Planning and Development Commission (SCPDC), for the addition of the "Escambia County Area Transit Mobile App" and the "Fleet Maintenance Module" for a fee of $30 per vehicle/per month upon the go-live date with a minimum of 50 vehicles per month (Annual cost of $18,000). Services and Support (Support hotline, updates, maintenance, initial analysis, and configuration) related to the Mobile App and Module will be provided at no cost. The Mobile App will replace the existing App currently provided through a license with DoubleMap;

B. Authorize the issuance of a Purchase Order, in the amount of $18,000, to South Central Planning and Development Commission for the MyGovernmentOnline (MGO) Transit Mobile App, and Fleet Maintenance Module;

C. Authorize the County Administrator to execute all documents related to the acceptance of the Amendment to Software License and Service Agreement with SCPDC for the MGO app and maintenance module; and

D. Authorize sending DoubleMap a notice terminating all services to coincide with the start of the MGO App. Escambia County Area Transit Authority is currently on a month-to-month Agreement.

[Funding: Fund 104, Mass Transit Fund, Cost Center 211210, Mass Transit Operations ($18,000)]

BACKGROUND:

Double Map is a suite of transit-related modules - one of those modules is the Transit App - Find My Bus Application. After numerous attemps to resolve the issues with Double Map, the modules have not met expectations with overall support and functionality. The Mobile App module is the customer app which notifies them of where the bus is located on the route.

In February, Mass Transit began coordinating with the IT Department for a short-term alternative to Double Map, to mitigate or prevent interruption in the customer bus locator app. An alternative has been found in the Mobile App module for My Government Online. My Government Online is currently being used by Building Inspections Permitting, Development Services, and Code Enforcement as their line of business software. My Government Online is developed and maintained by the South Central Planning and Development Commission (SCPDC). The SCPDC is a government organization, which only requires a signed Agreement to setup a partnership. The Board approved the original Agreement at the Regular Board of County Commissioners meeting on May 5, 2017, and the First Amendment on March 21, 2019.

The Double Map Contract included other modules such as the automatic passenger counter and annunciator, which MGO does not currently offer. Mass Transit intends on soliciting the remaining modules in an RFP within the next financial year, dependent on Grant funding.

BUDGETARY IMPACT:

Budget for this Purchase Order is in Fund 104, Mass Transit Fund, 211210, Mass Transit Operations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney, Kristin D. Hual, reviewed and approved the Amendment.

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida Chapter 46 Article II, Division 3,Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

Amendment

SCPDC
South Central Planning & Development Commission

5058 W. Main St., Houma, LA 70360-4900 • P.O. Box 1870, Gray, LA 70359
Phone: (985) 851-2900 • Fax: (985) 851-4472

Parishes: Assumption • Lafourche • St. Charles • St. James • St. Mary • St. John • Terrebonne
Municipalities: Baldwin • Berwick • Franklin • Golden Meadow • Gramercy • Lockport • Lutcher • Morgan City • Napoleonville • Patterson • Thibodaux

May 29th, 2019

Mr. Matthew Coughlin
Interim County Administrator
Escambia County, Florida
221 Palafox Place, Suite 210
Pensacola, FL 32502

RE: (2) Partially Executed Original Second Amendment to Software License and Service Agreement between Escambia County and SCPDC

Dear Mr. Coughlin:

Please find enclosed (2) two partially executed original second amendments to software license and service between Escambia County and SCPDC. Upon full execution, please return (1) one fully executed original agreement to our office.

We look forward to working with you.

If you have any concerns, please do not hesitate to contact our office.

Sincerely,

Emma Bergeron
Administrative Assistant

enclosures

COUNTY ATTORNEYS OFFICE
06 JUN2019
PM04:21

Natalie Robottom CHAIRWOMAN *Parish President St. John The Baptist Parish Council*
Timothy Roussel VICE-CHAIRMAN *Parish President St. James Parish Council*
David Hanagriff TREASURER *Parish President St. Mary Parish Council*
Jeff Naquin SECRETARY *Police Juror Assumption Parish*
Kevin Belanger CHIEF EXECUTIVE OFFICER

SECOND AMENDMENT TO SOFTWARE LICENSE AND SERVICE AGREEMENT BETWEEN ESCAMBIA COUNTY AND SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

THIS SECOND AMENDMENT TO THE SOFTWARE LICENSE AND SERVICE AGREEMENT is made and entered into by and between the South Central Planning and Development Commission, hereinafter referred to as "Licensor," and Escambia County, a political subdivision of the State of Florida, hereinafter referred to as "Licensee."

WITNESSETH:

WHEREAS, on June 1, 2017, the parties entered into a Software License and Service Agreement ("Agreement") licensing to Licensee the use of specified modules of the Licensor's "*MyGovernmentOnline*" software "(SCPDC Software") and providing services and support for said SCPDC Software; and

WHEREAS, on March 12, 2019, the parties entered into the First Amendment to the Agreement to license the use of the *MGO Facilities Module* and the *MGO Solution Center Mobile App*; and

WHEREAS, the parties wish to supplement the terms of the Agreement to license the use of the *Escambia County Area Transit Mobile App* and the *Fleet Maintenance Module* as specified herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. The Agreement is amended to reflect that the Licensor hereby grants to the Licensee a user license to use the "*Escambia County Area Transit Mobile App*" and the "*Fleet Maintenance Module"* for a fee of $30 per vehicle/per month upon the go-live date with a minimum of 50 vehicles per month. Services and support (support hotline, updates, maintenance, initial analysis, and configuration) related to the Mobile App and Module will be provided at no cost. The GPS receiver and associated hardware related to the Mobile App and Module will be provided at no additional cost to the Licensee but shall remain the property of Licensor and must be returned to the Licensor within 60 days after service is discontinued for any reason by the Licensee. If the GPS receiver and associated hardware are not returned to Licensor within 60 days after Licensee discontinues service, the Licensee shall reimburse Licensor for the cost of the device.

3. The *Mobile App* will allow the public/user to track bus routes on a map with the following features:
    - All bus routes will be identified on the map by Escambia County GIS and merged with the Mobile App base map;

- The map will identify the current location of each bus with the location updated every 60 seconds;
- The map will identify the location of each bus stop;
- The map will identify the user's current location utilizing the user's mobile device location-based services;
- Each bus will be identified by a custom name assigned by the County's designated administrator;
- The user may type in a bus name to track the current location of the bus;
- No User Login will be required.

4. The *Fleet Maintenance Module* will provide County staff with a full feature vehicle tracking application for each bus, including, but not limited to, Geofencing location alerts, speeding alerts, and maintenance alerts.

5. All other terms and conditions of the Agreement that are not in conflict with this Amendment shall remain in full force and effect.

6. The effective date of this Amendment shall be on the date last executed by the parties.

7. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment on the respective dates under each signature:

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

By: _____
Kevin Belanger,
Chief Executive Officer

Date: 5/28/19

_____
Witness

_____
Witness

ESCAMBIA COUNTY, FLORIDA

By: _____
Janice Gilley
County Administrator

Date: _____

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/6/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16451 **County Administrator's Report 12. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: New or Upgraded Street Lighting at Mobile Highway and Klondike Road, 8 Mile Creek and Millview Road
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for New or Upgraded Street Lighting at the Intersections of Mobile Highway and Klondike Road, Mobile Highway and 8 Mile Creek, and Mobile Highway and Millview Road - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $3,997.90, to pay for new or upgraded lighting at the intersections of Mobile Highway and Klondike Road, Mobile Highway and 8 Mile Creek, and Mobile Highway and Millview Road, from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

New or upgraded street lighting is needed for public safety at the intersections of Mobile Highway and Klondike Road, Mobile Highway and 8 Mile Road, and Mobile Highway and Millview Road. County Traffic and Planning Division will assume the monthly maintenance costs of these lights at $26 per intersection from their operating budget for street lighting, payable to Gulf Power.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2018-2019 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will issue a payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16389 **County Administrator's Report 12. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Recommendation Concerning Benefit Administration System
From: PAULETTE STALLWORTH
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Benefit Administration System - Paulette Stallworth, Interim Human Resources Director

That the Board take the following action concerning a new Benefit Administration System:

A. Approve awarding the PlanSource Statement of Services and Software as a Service (SaaS) Agreement to PlanSource for providing Web Based Benefit Services, to include a one-time implementation cost of $15,000 (120 days for implementation) and a guarantee rate per the Agreement starting when the system goes live for 36 months;

B. Authorize a Purchase Order in the amount of $250,000, for the implementation cost and monthly charges to September 30, 2020;

C. Authorize USI to contact WageWorks and ACAWise to terminate our present contracts early, on or before August 31, 2019, to end coverage as of midnight September 30, 2019; and

D. Authorize the County Administrator to sign the PlanSource Statement of Services and the Software as a Service Agreement.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150108, Object Code 53101 and 54501]

BACKGROUND:

USI solicited the market for the County and received six proposals:

Business Solver
PlanSource
BenefitExpress
Empyrean
Web Benefits Design
BenTek

USI conducted an analysis of the proposals. The four finalists were selected based on their experience successfully serving customers similar to the BCC, organizational capability to provide the stated scope of services, price per employee per month (PEPM), the capability of the vendor's software to interface with eFin (our current payroll system), market reputation, and USI's experience working with the vendor. Representatives from USI, BCC Human Resources and Information Technology, the Clerk of Court's Payroll and Information Technology, were all involved in the vetting process.

Presently, the payroll system supports the benefits administration for employees, retirees, and families. The payroll system is inadequate to address our requirements for the administration of programs such as COBRA, Affordable Care Act (ACA), IRS Section 125 Cafeteria Plans, etc. We have additional requirements for an accurate open enrollment module. Provided is a 6-page log of typical issues we have encountered recently with our current system.

Additionally, a dedicated Benefit Administrative System would provide access to the benefits information from home or work, and is mobile friendly; currently employees can only access their benefits administration information from a PC at work. The proposed system will support all employees and retirees within a single system; our current system does not adequately support the management of retirees' benefits.

The pricing model is as follows:

- Active full-time employees, at a cost of $8.00 PEPM (1977),
- Retirees that have either medical, dental or vision, at a cost of $4.25 PEPM (503), and
- Retirees that only have life insurance through the County, at a cost of $.50 PEPM (483).

These employee and retiree numbers are subject to monthly variance which may marginally impact our cost.

The services being provided include a benefits administration website and associated software, ACA auditing/reporting and documents provided to employees, a customer service call center providing benefits support, billing reconciliation services related to enrollment, COBRA compliance including documents being provided to eligible employees, and dependent eligibility. Consolidating ACA auditing/reporting and COBRA services will reduce our present budget for those services by $31,000.

This Purchase Order addresses implementation and interface development costs. The interfaces will provide a significant improvement in the information available to employees regarding their benefits availability and usage.

In closing, the purchase of these services is necessary to adequately support the more than 3,000 employees and retirees, along with their dependents, who participate in our benefit plans. Additionally, these services allow us to continue to meet our federal and state mandates regarding benefits and benefits information.

BUDGETARY IMPACT:

The $250,000 comes from the savings we received from available excess premiums resulting in part from last year's negotiated contracts for dental, health, life, and vision insurance.

Fund 501, Internal Service Fund; Cost Center 150107, Object Code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

The Statement of Services and Software as a Service Agreement were reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

The Human Resources Department will be the liaison with PlanSource, vendors, payroll and the IT Department during the implementation period and will communicate to the employees when the system it ready to go live.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Agreement.

COORDINATION WITH OTHER AGENCIES/PERSONS:

The Human Resources Department will coordinate with the County Attorney's Office with the contract and other appointing authorities to ensure of the program implementation.

Attachments

efin Issues

SAAS

Statement of Services

EFIN Summary 2018

Overview of our concerns with using EFIN for benefits. This is our fourth year using the system and there are most of the same issues along with additional challenges.

Missing Dates – 2018 O/E

- Effective dates for employees who had a Qualifying Event in October missing – No start date for the original benefit or the new QE effective date. Example: Employee changed to 1552 EE & Spouse coverage effective 10/01/2018 – there were no start or end dates on the old – 1552 EE only plan, or the new 1552 EE & Spouse plans for health, dental and vision.
  (Working with Clerk IT to view the record in TEST to get the original benefit coverage effective date – I entered the dates on all benefits)
- Effective date missing for New Hire for his vision care. S/B 10/01/2018 – I entered the start date into EFIN
- The Flexible Spending HCRP end date in EFIN Benefits changed to 12/31/2019, but the amount for 2019 is not correct – Example: Amount for 2019 S/B $2,650
- New employee entered in. The start date for medical plan is not staying. Add it and exit. Go back in and it's gone again. Ex: Benefit Code 196
  - Same for Benefit codes 190,300, 381, 382, 390
- Employee that will soon be retiring- Her dates are gone! There are no start dates or end dates in her Benefit record. Her benefits are marked inactive – She retires this month on 11/19.

Benefit History Missing - **<u>This is an on-going issue……</u>**

- No history/ Lost history for plan in EFIN benefits – Example: Employee came in with a Medicare Form for us to complete – This form needs the employee's health insurance start date.
  He came over with the Jail. When I look in EFIN Benefits it shows his health insurance start date as 01/01/2015 on the 1352 (03359) plan. It shows that he switched to the 1552 (03559) plan effective 01/01/2017. I knew his DOH with the County was 10/01/2013, so I looked at his check information to see if he had health insurance prior to 01/01/2015 and he did.
  Here's the correct information:
  10/01/2013 – 12/31/2016 – 1352 Plan
  01/01/2017 - Present – 1552 Plan

- Re-Hires – Once you rehire an employee and enter the new start dates for benefits, their prior benefits history is gone. This is important when completing verification of benefits and in doing the ACA reporting research.

- Employee switched to Code 192 – 1352 EE & Children during 2018 O/E
  1352 Non-tobacco EE & Children plan - it shows that this employee is enrolled in the plan, but the start date is 01/01/2015 (the employee had been in the plan in 2015). The system is picking up the old start date because the system does not allow the same benefit code/plan with

different dates). The 2018 plan code – 196 - 1552 Non-tobacco EE & Children plan is end dated 12/31/2018 and the dependent Daughter's end date is 12/31/2018 – The Grandson's record also shows an end date of 12/31/2018, but his actual end date was 06/30/2016 (at 18 months) So, the start date for my 2019 plan should be 01/01/2019; and when you look at the dependents for this plan, the Daughter has a start date of 01/01/2015 and an end date of 12/31/2015. She should not have an end date. There is that extra line with no name and a 01/01/2019 start date.

I made no change to the Dental – High Option EE & Children plan – if you look at my dependent on this plan – It shows the Daughter with a start date of 01/01/2015 and the correct end date of 01/01/2075, but there is that extra line with no name and the 01/01/2019 start date.

- Opt Out Plan issues:
  Employee should be enrolled in the Opt Out Plan, but the B130 Code shows a start date of 01/01/2018 and a stop date of 12/31/2018 – I talked to her and she said that she did enroll in the Opt Out Plan in the Open Enrollment Wizard.
  Clerk IT, remembered that we added the Opt Out Plan and changed the Waive Medical to read not eligible for the Opt Out Plan, so that may be the reason that the Opt Out election is not showing up????
  The employee's Health Care Reimbursement is not correct – She elected $1,440 annual or $60.00 per pay but it is showing the 2018 elected amount with the end date of 12/31/2019.
  Clerk Payroll looked in TEST at the Payroll side and said that the Opt out is right there. Is there some type of flag that needs to me lifted?

- Employee enrolled in wrong plan
  EE is somehow enrolled in the code # 222 – 1352 tobacco – EE & Family plan? Not sure how that happened??
  I have corrected this in LIVE – Effective date changes.
  If you look at his dental and vision plans – code # 312 & 401 – his dependents are listed with a 01/01/2017 date, but there are three blank lines with a start date of 01/01/2019

- Dental history missing
  Employee has been enrolled in dental coverage since 2015, but the only coverage that is now shown in Benefits is Dental High Option – EE & Family coverage – effective 01/01/2019- she has had EE & Children coverage – then EE & Spouse coverage and now EE & Family coverage – but, none of that history is in EFIN Benefits.

- Change in plans
  Employee changed from the 1168 EE only plan to the 3359 plan – the system gave the 3359 plan an effective date of 01/01/2016. Here's her history:
  HSA from 06/01/2015 through 12/31/2015
  1352 plan from 01/01/2016 through 12/31/2017
  HSA Plan from 01/01/2018 through 12/31/2018

The Opt Out Plan 2018 O/E

- Opt Out/Waive Medical issue – we changed code 384 to Waive Medical not eligible for Opt out in the O/E wizard. We realized today that we need code 384 to be HIR Life – to mirror the Payroll deduction code. So, Clerk IT changed the 384 code back to by HIR life and;
  We will add a code **(B131)** for Waive Medical Not eligible for Opt Out
- When making changes in Effective Date Changes for open enrollment it only changes the plan. If the plan is anything other than single coverage, we will have to touch the employee record once it moves over to production. Because there is no way to attach dependent(s) in the program.
- Request a report to include longevity and employees enrolled in LTD to adjust premiums for upcoming year. This process became a manual process.
- Employee with positive tobacco results – her health ins start date was missing when I went in to change her to the tobacco plan (positive tobacco results). I have corrected the date for code 195 1552 EE & Spouse – non-tobacco to 01/01/2018 – 10/31/2018. tm

FSA – Health Care Reimbursement Enrollments – 2018 O/E

- Employees whom have been termed are now showing their FSA with a 12/31/19 end date. Came across one whom was a 3/31/18 benefits end date and their FSA deduction end date was changed?
- While doing the FSA bill, I have noticed employees showing on my EFIN report with 12/31/18 end dates when they should not be in the FSA for 2019.

Dependent Issues – 2017 & 2018 O/E

- When employees added a dependent during o/e in the O/E wizard, the dependent was added to benefits, but not added in the employee dependents – which is where the SSN, DOB, Gender, Address, etc…. is stored.
  The added dependent is showing in the individual benefit – in the dependent tab on some employees, but not on others. It also added a new row of information for this dependent which duplicated the dependent information if already in the system.

- Duplicate dependent rows caused huge errors for the interface files. We had to go in – delete the dependent from the benefit – delete the extra rows and then add them back in the dependents tab and then re-attach them to each benefit with the correct start dates. Most of the time that meant calling the employee to get the dependents SSN and DOB as that did not store when the employee entered them into the wizard.

Effective Date Changes not loaded into Payroll

- Several FSA enrollments that were loaded into Effective Date Changes by Benefits with the 01/01/2019 start date was not changed to the Payroll start date. This means that their FSA deductions did not begin on their January check. The start date was supposed to be changed to 12/28/2018 for Payroll. **25** Employees were impacted

Interface Issues/ Automated File – this has happed each year after open enrollment!

- QE change – adding newborn – end dated the plan 03359 EE only effective 01/13/2019 and added 03359 EE & Children effective 01/14/2019. This was done on Tuesday, 01/22 – The interface went to Florida Blue on Thursday, 01/24 and it only picked up the end dated plan and cancelled the employee's coverage. An EE went to get the baby's RX and he wasn't in the system.
- QE change – deleting dependents – the end date was not picked up on the a/e file – I emailed Clerk IT and he said that he corrected the file by changing the hard coded 01/01/2019 to the current date.
- New Hire Benefits not going over on a/e file – NH's effective 02/01/2019 – their information did not get picked up with any of the Dec/Jan a/e files – Employees calling to use their benefits and they have not received ID cards and are not in the FB, Delta, Humana systems. This means we email the employee and the dependent information to FB – Our Florida Blue Rep had to manually enter them. This takes time to send the SSN, DOB, DOH, Dep SSN DOB, etc…….
  I emailed Clerk IT, 02/04/2019 - he did change the date parameters to include the 02/01 date.
- If an employee changed from Smoking to Non-smoking it crossed over on the interface as if the employee has terminated coverage.

ACA

- We just completed the fourth year of using the EFIN system for the ACA. I do not know what Superion did this year but presently the ACA system is broke. There are codes missing where a person really cannot audit the information. We are responsible to mail and file to IRS for 8 (Employer Tax Information Numbers (organizations).
- I cannot uncover the number of records or line items that are going across this year. But it will be more than last year.
- This does not include the monthly audit required by ACA (Looking at the number of hours part-time employees are working) This report needs some work.
- Last year the system created files for retirees separated prior to the year we were filing and terminated employees from other agencies. This year we had to enter/create a file for over 200 personnel.
- (2017) We had to review, correct or create files for over 700 line items.
- (2018) We had to review, correct or create files for over 1000-line items.
- (2017) We spent between 120 to 180 hours to complete the audit last year and this year. This year it was not as challenging because we had a better understanding of what we needed to look for.

- (2018) The system was not working until the middle of January and thank goodness we had until March 4th. The forms were mailed the week before the deadline.
- (2018) With the help of COC IT we received a file to start auditing around Christmas and we set a goal to try to complete the Audit and have it to our vendor and mailed by the original deadline set by IRS. I got the last file to them on January 31st which is the original deadline to have the 1095's mailed. I spent the majority of my time from Christmas to January 31st auditing these ACA files.

EFIN provides a good point to start but with the experience I have gained in the past three years there are a number of items that crossed over from general and open enrollment that affects this process:

- Such as not having record history capability to support changes throughout the year. Sometimes an employee may add or drop a dependent a couple of times during the year and we need to address that in the 1094 and 1095.
- Re-Hires – Once you rehire an employee and enter the new start dates for benefits, their prior benefits history is gone.
- In year three I had to create files for retirees and employees terminated from other agency that have coverage this year or retired before 2017, which concerns me, as I had to add their name, SSN, DOB so there are more chances for errors. This includes the dependents also.
- Employees in a relief status are not being reflected as being employed until they become full-time. Leaving blank spaces.
- With the present system, each new hire record for both the employee and dependent must be touched at all three levels of the 1095 form. The system does not identify the hire date and waiting period correctly. So, we must change the coding in the system for each of these.
- Qualifying events such as adoption, divorces, and births - The system does not recognize the month of the event, so you have to correct each of these items.
- Retiree codes must be reviewed each year. If a retiree retired July 2017 and maintained coverage the system would reflect them as an active employee. Which the coding should change in August for their employment status. If they retired in years past the code is different. If they drop coverage during the year, the coding is completely different.
- There is not as much to do for terminations or dropping dependents off the plan, but they must also be reviewed.
- Part-time employee audit – there is no simple method to review the number of hours a part-time employee works. We receive a report from payroll. The concern here is if the employees are coded correctly in EFIN such as part-time, seasonal, student (etc.)? To me the report needs some work.

Not only do we have yearly requirements, but each month we have to audit part-time employees and the number of hours they work to ensure that they are not eligible for health care based on the average number of hours they work in a 12-month look-back period. What even makes this more challenging is that we have 8 separate Federal ID #'s that must be filed separately.

As an employer, we can use a third-party administrator (cost for FY 18 is $15,200) for mailing the forms (deadline January 31, 2018) to the employees and filing with the IRS (electronically March 31, 2017), but the ultimate responsibility still lies with the employer to ensure the information is correct. It helps to have someone review and have their input to ensure we have met the requirements of the law.

My concerns are in relation to reporting requirements of the employer and if/when IRS enforces this requirement under the ACA. The fines are hefty and the amount of work to accomplishment these requirements are truly a challenge. I have provided everyone an example that I found in relation to the cost if we do not do this correctly. If it happens to us we could be looking at 4M dollars in penalties.

Example of penalty:

In 2015 and 2016, Company X offers a group health plan to its 280 full-time employees working in Arizona but does not offer coverage to its 20 full-time employees or five part-time employees working in other states. One full-time employee purchases health coverage through the Marketplace with premium tax credits. Since Company X is offering health coverage to 93 percent (280/300) of its full-time employees, it would not be subject to a penalty for 2015 since it meets the 70 percent threshold for that year. However, it does not meet the 95 percent threshold and could face a nondeductible penalty for 2016 of $583,200 (300 full-time employees – 30 employees) x $2,160.

As we receive the errors from the ACA filing to IRS, we are correcting SSN's and names of employees and dependents to ensure that they match their social security cards.

Problem when correcting/changing SSN's in EFIN

When a Social Security number is corrected in EFIN, it totally deleted the employee's benefits. Florida Blue emailed me that her benefits did not come over on the A/E file – after researching this, I realized that she was one of the ACA errors – SSN correction – The Clerk Payroll Supervisor corrected her SSN – and we had to re-enter her benefits into EFIN.

PLANSOURCE

SOFTWARE AS A SERVICES AGREEMENT

BY ACCEPTING THIS AGREEMENT THROUGH A STATEMENT OF SERVICES DOCUMENT THAT REFERENCES OR INCORPORATES THIS AGREEMENT, OR BY USING THE SERVICES, YOU AGREE TO FOLLOW, AND BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

1. **Definitions.** Unless otherwise defined in this Agreement, the following terms will have the meanings stated below:

   a. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity. Affiliates of ours include any of our corporate Affiliates which may be specified or otherwise assigned rights or obligations under this Agreement or any SOS, addendum, exhibit, attachment, or amendment.
   b. **"Agreement"** means this Software as a Services Agreement.
   c. **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.
   d. **"Covered Individual"** means a person properly covered under the Plan to which we are providing services, including a Participant and the spouse and dependents of the Participant covered pursuant to the terms of the Plans.
   e. **"Data"** means all data and information, in any format, provided by you or your Users that is displayed, posted, uploaded, stored, exchanged, or transmitted on or through the Platform for your use of the Services.
   f. **"ERISA"** means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended.
   g. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, and its implementing regulation, the Standards of Privacy of Individually Identifiable Health Information, the Health Information Technology for Economic and Clinical Health ("HITECH") Act as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), as amended from time to time.
   h. **"Intellectual Property Rights"** means any and all registered and unregistered intellectual property rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
   i. **"Participant"** means any eligible employee or former employee of yours participating in the Plan to which we are providing Services in accordance with the terms thereof, and an employee or former employee of yours participating in such Plan pursuant to COBRA.
   j. **"Plan"** means the health and welfare benefit plan(s) which you have established pursuant to a plan document, self-funded trust, or a policy of group health insurance.
   k. **"Plan Administrator"** means the person or entity, including an insurance company, designated by you or the plan sponsor to manage the Plan and make all discretionary decisions regarding Plan terms and managing Plan assets, as defined in ERISA or other applicable law.
   l. **"Platform"** means collectively, the online, web-based applications and platform provided by us and ordered by you pursuant to this Agreement and as specified in one or more SOS.
   m. **"Qualified Beneficiary"** means a covered person under the Plan, who is eligible to continue under the Plan in accordance with the applicable provisions of COBRA, ERISA, or any other applicable federal and state law. A Qualified Beneficiary also means a child born to, adopted by, or placed for adoption with a covered employee or former employees, at any time during active COBRA continuation coverage of the employee or former employee.
   n. **"Qualifying Event"** means:
      i. With respect to a covered employee or former employee, termination of employment of the employee (except for termination as result of gross misconduct), or reduction of hours of employment causing the employee to become ineligible for coverage;
      ii. With respect to an eligible dependent of a covered employee or former employee, termination of the employee's employment (except for termination as a result of gross misconduct); reduction of hours of employment causing the employee to lose eligibility for coverage; employee's entitlement to Medicare under certain circumstances, death of the employee, divorce or legal separation of the spouse from the employee; and an eligible dependent who ceases to be a dependent as that term is defined by the Plan;
      iii. With respect to eligible retirees and their eligible dependents, the commencement of a bankruptcy proceeding; and
      iv. Any other qualifying even as defined by law and as the law may be amended or interpreted from time to time.
   o. **"Services"** means the provision of the Platform and the related products and services specified in one or more SOS. Unless otherwise set forth in an SOS, the Services are offered on a subscription basis for a specific subscription term.

p. **"Service Exhibit"** means an overview of the Service(s), and the additional terms and general responsibilities related to the Service(s) that is attached to or referenced in this Agreement or an SOS.
q. **"SOS"** means each ordering document signed by both parties which references this Agreement, identifies the Services ordered by you, sets forth the pricing for the Services, and contains other applicable information and terms and conditions.
r. **"Summary Plan Description" or "SPD"** means the written document intended to satisfy Section 104(b)(1) of ERISA.
s. **"Term"** means the time period during which we will provide the Services, including the Subscription Initial Term and each Renewal Term, as specified in an SOS.
t. **"User"** means those employees, administrators, agents, service providers, contractors, and other third parties with which you transact business, authorized by you to use the Services, in accordance with this Agreement, and to whom you (or, when applicable, us at your request) have supplied a user identification and password (for Services utilizing authentication).
u. **"We," "Us", "Our"** or **"PlanSource"** means PlanSource Benefits Administration, Inc.
v. **"You," "Your," or "Employer Group"** means the individual, company, or other legal entity accepting this Agreement, which may include your Affiliates, as set forth in the applicable SOS.

2. Scope of Services.

a. We will provide the Services to you pursuant to this Agreement and the relevant SOS during the applicable Term. Unless otherwise provided in the applicable SOS, the Services are purchased as subscriptions. Each SOS is incorporated into this Agreement by this reference.
b. The successful implementation and ongoing use of the Services is contingent upon you fulfilling your responsibilities in any Services Exhibit. You may designate your responsibilities in any Service Exhibit to Employer Group; provided that you will remain liable for any failure by such Employer Group to fulfill any such responsibilities. We will not be liable for any delays or failure to provide the Services to you or Employer Group that are caused by your or Employer Group's failure to fulfill such responsibilities or otherwise comply with any requirements set forth in a Service Exhibit.
c. We may enhance or change the features of the Services at our discretion, as long as such enhancements or changes do not materially reduce the core functionality of the Services.

3. Rights Granted.

a. Subject to the terms and conditions of this Agreement, we hereby grant you and your Users, during the term of this Agreement, a limited, non-exclusive, non-transferable, revocable right to access and use the Services and the Platform.
b. You do not acquire under this Agreement any right or license to use the Services or Platform, in excess of the scope and duration of the Services stated in an SOS.
c. Neither you, nor any of your Users has the right to receive either an object code or source code version of the Platform. Neither the source code nor object code version of the Platform nor any related documentation pertaining to or describing the same shall be considered a deliverable under this Agreement. Your usage rights, and the rights of your Users, are constrained by the terms of this Agreement and are limited to accessing the Services via a designated portal using usernames(s) and password(s) we provide to you.

4. Use of the Services.

a. You are responsible for all activity that occurs under your account(s) by or on your behalf. You agree to: (i) be solely responsible for all User activity, which must be done in accordance with this Agreement; (ii) be solely responsible for your Data (other than with respect to our obligations in this Agreement); (iii) obtain and maintain during the Term all necessary consents, agreements, and approvals from individuals or other third parties for all actual or intended use of information, data, or other content you will use in connection with the Services; (iv) use commercially reasonable efforts to prevent the unauthorized access to, or use of, the Services and notify us immediately of any known unauthorized access or use; and (v) use the Services only in accordance with applicable laws and regulations.
b. You are responsible for identifying and authenticating all Users for approving access by such Users to the Services, and for maintaining the confidentiality of usernames, passwords, and account information. By associating your and your Users' usernames, passwords and account information, you accept responsibility for the confidentiality and timely and proper termination of User records. We are not responsible for any harm caused by your Users, including individuals that were not authorized to have access to the Services, but who were able to maintain access because you did not terminate usernames, passwords, or accounts on a timely basis. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

c. You will not, and will not allow your Users to (directly or indirectly): (i) distribute, sell, resell, sublicense, assign or otherwise transfer to a third party any of your rights under this Agreement; (ii) reverse engineer, disassemble, or decompile any component of the Services or the Platform; (iii) determine or attempt to determine the source code (or the underlying ideas, algorithms, structure, or organization) contained in the Services or the Platform; (iv) copy, modify, translate, or make derivative works based on any part of the Services or related documentation; (v) "frame" or "mirror" any of our content which forms part of the Services (other than on your own internal intranets); (vi) remove, cover, alter, or obscure any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by the Services or on the Platform; (vii) use the Services or the Platform to store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violations of third-party privacy or Intellectual Property Rights; (viii) use the Services or the Platform to store or transmit viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs; (ix) interfere in any manner with the performance of the Services or the Platform; (x) perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan on the Platform; (xi) access the Services or the Platform for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (xii) provide access to the Services or the Platform to any third party who provides products and services similar to the Services or the Platform; (xiii) use the Services or the Platform to develop a competing hardware or software product; or (xiv) otherwise use the Services in any manner not set forth in this Agreement.

d. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”).

5. Third Party Applications.

a. We may offer you the ability to use Third Party Applications in combination with the Services. Any such Third Party Applications will be subject to acceptance by you. Any acquisition by you of such Third Party Applications, and any exchange of Data between you and any third party provider, is solely between you and the applicable third party provider. We do not warrant or support any third-party products whether or not they are designated by us as “certified” or otherwise, except as specified in an SOS. No purchase of third party products or services is required to use the Services.

b. In connection with any such Third Party Applications agreed to by you, you agree that we may allow the third-party providers access to the Data as required for the interoperation of such Third Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of any Data resulting from any such access by any third party provider. The use of any Third Party Application with the Services may also require you to agree to a separate agreement or terms and conditions with the third party provider, which will govern your use of such Third Party Application.

c. The Service features that interoperate with Third Party Applications depend on the continuing availability of such Third Party Applications. If such Third Party Applications cease to be available on reasonable terms for use with the Services, we may cease providing such Third Party Applications without providing you any refund, credit, or other compensation.

6. Data.

a. You will provide and exchange your Data with us as necessary for us to provide the Services and, if applicable, to allow us to provide and exchange your Data with your third-party service providers, including but not limited to your payroll provider, insurance carrier, auditor, legal counsel, or other service providers. We will not be responsible for any unauthorized disclosure, modification, or deletion of your Data resulting from any third-party provider’s access to or use thereof, except to the extent such unauthorized disclosure, modification or deletion is caused by us.

b. We are under no obligation to review, edit, censor, control, or question the completeness or accuracy of your Data. We will not be responsible for any losses or expenses that arise from your submission of incorrect, incomplete, or untimely Data. At our discretion, we may charge an out of scope fee (as specified in the SOS) to take corrective action resulting from your incorrect, incomplete, or untimely submission of Data.

c. We will have no obligation to maintain, or make any determination regarding, any legally required participant or beneficiary documents, whether mandated by ERISA or other law or regulation. You or your insurance carrier will, as mandated by applicable law or agreement, be responsible for maintaining required documents regarding employee eligibility for insurance coverage. We will not be liable for any discrepancies between your Data maintained in the Platform and the information maintained by you or your insurance carrier.

d. During any subscription Term, you may download your Data used in connection with the applicable SOS using the tools of the Platform. After expiration of the applicable subscription Term, we will have no obligation to maintain or make available to you the applicable Data unless legally prohibited.

7. Privacy and Data Protection; HIPAA.

   a. We will collect, use, and process your Data in accordance with our Privacy Policy (available here), which is incorporated into this Agreement by reference. The Privacy Policy is subject to change at our discretion; however, policy changes will not result in a material reduction in the level of protection provided for your Data during the Term.
   b. We will comply with all applicable data privacy laws in the performance of the Services. As part of that compliance, we will use at least industry standard administrative, technical, procedural, and physical means to protect against unauthorized access, use, or disclosure of your Data.
   c. We have included a HIPAA Business Associate Agreement (the "BAA") within our Privacy Policy (available here), which is incorporated into this Agreement by reference. The BAA will apply to you only to the extent that you are considered to be acting as a plan sponsor of your Plan (the "Covered Entity") under the HIPAA to create, receive, maintain, or transmit personal health information to us on behalf of Covered Entity, and where we, as a result, is considered to be acting as a business associate of yours, as those terms are defined under HIPAA. You may not use or disclose any personal health information on your or your Users' behalf under this Agreement without having first agreed to the terms of the BAA.

8. Proprietary Rights

   a. We own and retain all rights, title and interest in and to: (i) the Services and Platform, and all improvements, enhancements, or modifications, thereto; (ii) any software, applications, inventions or other technology developed in connection with the Services and Platform; and (iii) and all Intellectual Property Rights related to any of the foregoing. No rights, including any rights under license, either express or implied, are granted to you or your Users hereunder other than as expressly set forth herein. All other rights in and to the Services and the Platform are expressly reserved by us.
   b. We will have the right to collect and analyze data and other information relating to the provision of the Services and related systems and technologies (including without limitation, information concerning your Data and data derived therefrom), and we will be free (during and after any Term) to: (i) use such information and data to improve and enhance the Services and for other development , diagnostic, and corrective purposes in connection with the Services and our other offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with our business.
   c. As between us and you, you own and retain all rights, title, and interest in and to: (i) all your Data; and (ii) any information you supply to us as may be specified in any SOS (collectively, your "Materials"). You hereby grant us a non-exclusive, non-transferable, non-sublicensable (except as need for the provision of the Services or as set forth herein) right to access and use your Materials solely to provide the Services. No other rights or implied incenses in your Materials are granted to us other than as expressly set forth herein.

9. ERISA.
   a. We may perform certain administrative Services under this Agreement for your Plan(s). Such Services shall not include or imply any discretionary authority by us over the operation of the Plan that would cause us to be deemed the "plan administrator," plan sponsor" or other "fiduciary" as defined under ERISA. Accordingly, to the extent the Services require us to assist the Plan Administrator, our performance of such Services shall consist of only those ministerial functions enumerated in the Department of Labor Regulations § 2509.75-8, D-2 (relating to report preparation required by governmental agencies, employee communications material, recommendations regarding plan administration, etc.) and shall be performed within the framework of policies, interpretations, rules, practices, and procedures established by you and the Plan Administrator. Consequently, all of our activities with respect to, or on behalf of the Plan shall be subject to review, modification, or reversal by the Plan Administrator or any other fiduciary so authorized by the Plan. We shall have no discretionary or final authority to control or manage administration of the Plan, or to manage or invest assets of the Plan.
   b. We shall have no responsibility, risk, liability or obligation for the funding of the Plan or for the payment of any benefits of the Plan or other liabilities, whether resulting from the ongoing operations of the Plan, termination of the Plan, a change by the Plan in its funding method from or to full or partial insurance, or the nonpayment by an insurer of amounts due to the Plan or any Plan participant. Such responsibility, risk, liability and obligation shall at all times reside and remain solely with the Plan, you, the Plan Administrator, or such other persons designated by the Plan.
   c. You acknowledge, on behalf of yourself, the Plan Administrator, and all other named fiduciaries under the Plan, that:

      i. We are an independent contractor for purposes of this Agreement, and are not an agent or employee or yours;
      ii. We do not assume any lability or responsibility for any breach of your or the Plan Administrator's duty or any act or omission by you or the Plan Administrator;
      iii. The performance of our Services hereunder does not and is not intended to make us the "plan administrator," "plan sponsor," or "other fiduciary" as defined under ERISA or other applicable law, and you will not identify or refer to us or any of our Affiliates as such;

iv. We will not be deemed to providing legal or tax advice as a result of performing our duties hereunder; and
v. You and/or the Plan Administrator at all times relevant to this Agreement retain fiduciary liability for the administration of the Plan and the related Services provided under this Agreement.

10. **Confidentiality.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business ("Confidential Information"). Our Confidential Information includes non-public information regarding features, functionality and performance of the Services and the Platform. Your Confidential Information includes your Data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three years following the disclosure thereof or any information that the Receiving Party can document: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required to disclose by law. Notwithstanding anything herein to the contrary, the parties agree to abide by the provisions of Chapter 119, Florida Statutes.

11. Term and Termination.

a. This Agreement commences as of the date last executed and will remain in effect until the earlier of: (i) the expiration or termination of each SOS under this Agreement; or (ii) the termination of this Agreement in accordance with this Section 11. Upon termination of this Agreement for any reason, any SOS in effect at the time will terminated automatically, and all rights and subscriptions granted to you in any such SOS will immediately terminate.
b. Subscriptions for the Services commence on the Subscription Effective Date specified in the applicable SOS and continue for the Subscription Initial Term therein, unless otherwise terminated as permitted herein. Except as otherwise specified herein or in the applicable SOS, all subscriptions will automatically renew for additional periods of one year (each a "Renewal Term") unless either party gives the other party written notice of non-renewal at least 60 days prior to the end of the applicable Renewal Term.
c. Either party may terminate any SOS with or without cause upon providing 60 days prior written notice.
d. A party may terminate this Agreement or any applicable SOS for cause upon providing 30 days' prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.
e. We may terminate this Agreement immediately if you become the subject of petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for benefit of creditors.
f. If you terminate any subscription without cause prior to the end of the current Term, you will pay any unpaid fees for work that has been completed during the period prior to the effective date of termination. If we terminate this Agreement in accordance with Sections 11.d or 11.e, you will pay any unpaid fees payable for work that has been completed during the period prior to the effective date of termination.
g. Any provision of this Agreement that expressly or by implications is intended to survive termination, regardless of date, cause or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination and continue in full force and effect.

12. Fees and Payment.

a. You will pay the then applicable fees specified in any SOS in accordance with the terms therein. Except as otherwise specified herein or in an SOS: (i) fees are based on Service subscriptions purchases and not actual usages; (ii) payment obligations are non-cancelable and fees paid are non-refundable; and (iii) quantities purchased cannot be decreased during the relevant subscription Term.
b. Except as otherwise agreed upon in writing, you hereby: (i) agree that all payments under this Agreement shall be made by electronic funds transfer through the Automated Clearing House network (ACH); (ii) authorize us to initiate debit entries to your account at the depository financial institution identified on an authorization form to be provided by us either in writing or electronically; and (iii) to debit your account in such amounts and at such times as are necessary to pay us: (a) any fees or charges associated with the Services, including, without limitation, finance charges; and (b) any other amount that becomes owed under this Agreement. This authorization is to remain in full force and effect until we have received written notice from you of your intent to terminate the Agreement, at which time the authorization shall continue in such time and such manner as to afford us and the depository financial institution a reasonable opportunity to act upon the termination. You will maintain in your account immediately available funds sufficient to cover all transactions initiated by us under this Agreement. You acknowledge that the origination of ACH transactions to your account must comply with the provision of U.S. law. If you do not have sufficient funds in your account to pay amounts due under this Agreement at the time required, or if you refuse

to pay, we will attempt to notify you electronically, by telephone, or in writing, but in any event, we may suspend or refuse to perform further Services. We will charge a fee of $35.00 for each non-sufficient funds transaction. Should the Services be recommenced, we may require you to pre-pay for the Services and charge a reconnection service fee.

c. Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes.
d. Notwithstanding the foregoing, we will not exercise our rights under Sections 12.c or 12.d if you are disputing the applicable charges and reasonably and in good faith are cooperating diligently to resolve the dispute.
e. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

13. Warranties; Disclaimers.
    a. We warrant that the Services will be accessible 98.0% of the time, measured monthly (the "Uptime Warranty"). The Uptime Warranty shall not apply where downtime or interruption of the Services results from: (i) scheduled routine maintenance, repair, and upgrade of the Services, of which we will notify you at least 24 hours in advance; (ii) unscheduled emergency maintenance or repair (iii) issues or failures with your Equipment, service providers, software, communications or internet providers; (iv) the actions, omissions, or failures of any third party providers; (v) your or your Users' material acts or omissions; (vi) any suspension or termination of your or your Users' access to the Services by us; or (vii) a Force Majeure event as defined under Section 21 of the Agreement.
    b. In the event we fail to comply with the Uptime Warranty, we will use commercially reasonable efforts to provide you with an error correction or work-around that corrects the reported non-conformity. This will be your sole remedy under this Section 13.
    c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PLATFORM AND THE SERVICES ARE PROVIDED "AS-IS" AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR YOUR USERS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

14. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS), ARISING OUT OF THIS AGREEMENT, AN SOS, THE SERVICES OR THE PLATFORM, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER THE DAMAGE WAS FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF THAT DAMAGE. PLANSOURCE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR AN SOS, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE GREATER OF: (i) THE TOTAL AMOUNTS ACTUALLY PAID TO PLANSOURCE FOR THE SERVICES UNDER THE SOS GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABIILITY, LESS ANY REFUND OR CREDITS RECCEIVED BY YOU FROM PLANSOURCE FOR SUCH SOS, OR (ii)$50,000. THIS REMEDY WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

15. Indemnification. To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, You shall indemnify us, and our affiliates, successors, and assigns, and all their respective officers, directors, employees, or agents ("Indemnitees") from and against any claim, loss, damage, liability, claim, causes of action, or expense, including, but not limited to reasonable attorney's fees (collectively, "Damages"), arising out of or resulting from: (i) your or your Users' breach of your obligations, representations, or warranties under this Agreement or any SOS; (ii) any misdirected or inaccurate Data that you or your Users input into or modify within the Site; (iii) any claim whatsoever, including third party claims, respecting tax claims, ERISA, COBRA, ACA, and HIPAA compliance, and any related rules and regulation, except to the extent such claims are caused by us; or (iv) your use of third party products or services in connection with the Services. In the event our Indemnitees seek indemnification under this Section 15.a, they will give written notice to you promptly after becoming aware of the facts giving rise to the claim for indemnification. Nothing herein is intended to serve as a waiver of sovereign immunity by the Escambia County beyond the waiver provided by §768.28, Florida Statutes, and nothing herein shall be construed as consent by the Escambia County to be sued by third parties in any matter arising out of this Agreement.

    a. Except to the extent any Damages are caused by or contributed to by you or your Users, we will indemnify and hold you harmless against all Damages arising out of or resulting from: (i) our willful misconduct or gross negligence; or (ii) a claim that your authorized use of the Services infringes or misappropriates a third party's Intellectual Property Rights. In the event your

Indemnitees seek indemnification under this Section 15.b, they will give written notice to us promptly after becoming aware of the facts giving rise to the claim for indemnification.

16. Subcontractors. We may use subcontractors, including offshore subcontractors, in our delivery of the Services. We will ensure our subcontractors comply with the obligations and restrictions in this Agreement. We will be solely responsible for the performance of our subcontractors under this Agreement.

17. Marketing and Promotion. We may disclose that you are our client and use your trademarks and logo in any of our external materials (e.g., printed marketing collateral and company websites). You, in your sole discretion, may participate in our promotional activities, including reference lists, case studies, testimonials, or press releases regarding our products or services and in any advertising, publicity or similar material presented to prospective clients.

18. Entire Agreement. This Agreement, together with each SOS and all other exhibits or attachments hereto, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous oral or written arrangement or understanding between the parties.

19. Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that we may assign all or any of our rights to any of Affiliates or in connection with a merger, acquisition, corporate reorganization, or sales of substantially all of our assets. No assignment under this Section 20 will relieve the assigning party of its obligations under this Agreement.

20. Force Majeure. Except for your payment obligations, neither party will be liable or in default or otherwise responsible for delays or failures in performance resulting from acts of God; acts of war or civil disturbance; epidemics; governmental action or inaction; fires; earthquakes; unavailability of labor, materials, power, or communication; or other causes beyond that party's reasonable control.

21. Governing Law. The laws of the state of Florida, without giving effect to its principles of conflicts of law, will govern all disputes arising out of this Agreement. Venue for any action brought under this Agreement will be exclusively in Escambia County, Florida.

22. Notices. All notices and communications required or permitted under this Agreement will be in writing and will be sent by registered or certified mail, postage prepaid, return receipt requested, facsimile transmission, with confirmed answer back, or electronic mail, with confirmation of receipt, to us or you at the respective addresses the parties provide to each other or to such other addresses as the parties may from time to time specify by notice given as provided in this paragraph. In the case of PlanSource, the address is 101 S. Garland Avenue, Ste. 203, Orlando, Florida 32801, Attention: Legal Counsel.
23. Relationship of the Parties. The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

24. Updates to the Agreement. Except as otherwise set forth in this Agreement, we may modify this Agreement (including any policy) at any time by posting a revised version on our website or by otherwise notifying you in writing. Subject to the 45 days' advance notice requirement with respect to pricing change, the modified terms will become effective upon posting, or if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the website regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of the Agreement.

25. Severability; Waiver. If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall continue in force, and if any such provision may be made enforceable by limitation, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law. All waivers by either party will be effective only if in writing. Any waiver or failure by either party to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

26. Non-Solicitation. During the term of this Agreement and for a period of one year after expiration or termination of this Agreement, you will not, directly or indirectly solicit or attempt to solicit, divert, or hire away any person employed by us without our written consent.

27. No Legal Advice. The Services do not include, and we do not provide investment, tax, compliance, or legal advice. If you require legal or other expert advice, you should consult your own legal counsel or professional advisor. This Statement of Services is

accepted and agreed to as of the SOS Effective Date: PLANSOURCE BENEFITS ADMINISTRATION, INC.
ESCAMBIA COUNTY FLORIDA

By: _____
Dayne Williams
Chief Executive Officer

By: _____
Print Name: Janice P. Gilley
Title: County Administrator

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 06-04-2019

Affordable Care Act (ACA) Measurement and Reporting Services and General Responsibilities

PlanSource Responsibilities	Employer Group Responsibilities
1. For the applicable IRS Reporting Period, provide you with the ability to load any data required for the current Reporting Period within a self-service file upload tool in order to populate the 1094-C/1095-C Forms, utilizing our standard file format and specifications. The 1094-C/1095-C Forms will only contain data for your medical benefit(s) as configured within the Platform (i.e. excludes all other benefit types). For purposes of the ACA Services, "Reporting Period" means the calendar year (January 1 through December 31) for which you will provide us with all required employee data necessary for us to provide the ACA Services. You will report the data collected during this time period by the applicable IRS deadlines in the following calendar year. 2. For the applicable Reporting Periods, provide an electronic version of the 1095-C Form, populated with your employee data, in PDF format and made available for your employees to download/print. 3. For the applicable Reporting Periods, provide an electronic version of your 1094-C Form, populated with your employee data, in PDF format. 4. If applicable, and to the extent that we are authorized and permitted to do so by the IRS, submit the 1094-C and 1095-C Forms to the IRS on your behalf for the applicable Reporting Periods. 5. Provide access to electronic versions of the 1095-C Forms only to your actively-employed employees ("Active Employees"), which shall exclude employees designated with a "COBRA", "Terminated", or "Leave of Absence" status within the Platform ("Inactive Employees"). 6. Unless otherwise agreed to in writing by the parties, if your access to the ACA Services is terminated at any time prior to the applicable Reporting Period deadline, we will not grant access to electronic versions of the 1095-C Forms to Active Employees 7. Measure employees and provide reporting tools to manage employees moving in and out of stability periods. 8. The Platform will maintain offers of coverage based on employee demographics and plan eligibility.	1. Confirm all full-time and full-time equivalent employees and eligibility per ACA requirements. We are not responsible for your reporting obligations for any given employee pursuant to the ACA. 2. Provide, load, sign-off, and finalize all required data (including on-going payroll information consistent with payroll cycles) for Forms 1095-C to us by no later than January 15th of the calendar year following the applicable Reporting Period in order for us to make the electronic version of Forms 1095-C available within the Platform on or before the applicable due date required by the IRS. We reserve the right to modify any deadlines set forth in this Exhibit or elsewhere. If you miss any of the deadlines we set forth in this Exhibit or elsewhere, we will not consider any such non-compliance as an escalation or provide related call center services to you or your employees. 3. Receive and respond to employees' questions related to the ACA Tools and related services, including any tax forms we provide your employees. 4. Provide and upload the required data, utilizing our standard file format and specifications, and validating the accuracy of the uploaded data. Upon uploading the required data via the self-service file upload tool, you may make corrections to the loaded data by manually correcting such data within the Platform user interface or uploading additional employee demographic data files via your payroll interface or the self-service file upload tool. You understand that you are solely responsible for the accuracy and review of any IRS forms created or resulting from the use of your Data 5. Review and approve ACA configurations before go-live. We will specify the data format you must utilize to review the loaded data during testing. 6. Review and approve offers of coverage to ensure accuracy as well as confirm employee communication has occurred. 7. Review and approve all 1094-C and 1095-C data a minimum of 2 weeks prior to the IRS transmission deadline. 8. You understand that you retain all liability and responsibility under federal and state law related to the ACA measurement and reporting requirements, including without limitation, liability under Code Sections 4980H, 6055 and 6056, and (ii) that we do not, by virtue of this Exhibit, assume any responsibility or liability for any obligations which by law must remain with you in your capacity as an "applicable large employer" (as that term is defined under Code Section 4980H), including without limitation your liability under Code Sections 4980H, 6055 and 605

Employee Contact Center Services and General Responsibilities

PlanSource Responsibilities	Employer Group Responsibilities
1. Work and consult with you to understand your needs and gather requirements necessary to implement the contact center. 2. Implement and provide a branded contact center (with online chat feature) with qualified representatives readily available to assist employees, dependents, and former employees and dependents (collectively, "Consumer") with benefit-related questions between the hours of 8:00 AM and 11:00 PM Eastern time, excluding weekends and the days the US Federal Government observes the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. 3. Provide Consumer with a custom toll-free number to reach the contact center during the hours specified above. 4. Validate Consumer's identity at the beginning of every phone call. 5. Track Consumer calls and general metrics including, but not limited to, number of calls, average hold time, abandonment rate, average talk time, and reasons for escalations. 6. Provide you with basic contact center statistics, as requested. 7. Record and retain incoming phone calls for a period of four months from the date the contact center receives a call. 8. Obtain HIPAA authorization from Consumer, as required based on the assistance Consumer is requesting.	1. Assist us in implementing and documenting your specific administrative processes and plans for purposes of implementing and maintain the contact center. 2. Provide benefit content suitable for us to answer Consumer questions. 3. Promptly report, and cooperate with us in resolving, any issues, challenges or concerns related to the contact center. 4. Participate in periodic status calls with us to review the status of Consumer calls and open issues. 5. Promptly report to us any changes to benefit plans that would have direct bearing on the information provided by the contact center.

Billing Reconciliation and Payment Services and General Responsibilities

PlanSource Responsibilities	Employer Group Responsibilities
1. We accept responsibility solely for the ministerial and nondiscretionary services described in this Exhibit and only to the extent that you furnish accurate and timely information to us. We will perform the Services within the framework of policies, interpretations, rules, practices, and procedures set or established by you. You understand that we shall not have discretionary authority or control respecting management of the Plan and shall not have authority to exercise any control respecting disposition of the assets of the Plan and shall not render investment advice with respect to any money or other property of yours or the Plan and shall have no authority or responsibility to do so. 2. **Setup and Installation.** After reviewing you benefit offerings, we will advise you of the enrollment Data you must provide in order for us to establish the master data processing records required for us to provide the Services. This enrollment Data will be dependent upon the type and number of the individual benefit components you offer. We may receive this Data from you from a variety of resources including electronic file exchange; however, the Data must include the following: • Copies of current billings from all individual benefit plan components; • Copies of the most recent enrollment documents for all participants represented on each carrier billing; • Plan and carrier information that reflects rating structure, carrier contact personnel and other pertinent billing configuration; • Your location(s) and contact personnel; • Benefits plan broker name, address, telephone number; and • An executed consent agreement from you that permits us to receive monthly billings directly from the carriers. 3. **Reconciliation Process.** During the billing reconciliation process, we will: • Obtain all carrier bills or fee invoices via carrier websites, email, fax or mail; • Reconcile billed adjustments to employee changes completed in the Platform; • Calculate and confirm totals to be paid to each carrier (paid as billed, minus payments not yet accounted for); • Complete full audits of all list bills to the data in the Platform and if necessary, resolve enrollment and billing discrepancies directly with carriers and you; • List and track pending transactions and billing discrepancies month to month; and • Communicate participant eligibility or billing issues identified during reconciling to the appropriate carrier in the course of standard monthly processing. 4. **Reporting.** We will provide copies of carrier and vendor generated invoices standard monthly reports. 5. **Consolidated Billing & Payment Process** *(applies only for payment services)*: • Coordinate the funding of premiums with you by notifying you via email of the premium dollar amount periodically due. Either party will initiate remittance per the outlined requirements. • If we do not receive premium funding due from you within 10 business days from the date we present the amount to you, we may suspend the Services until you provide funding. Your failure to fund may prompt suspension in benefits coverage, which will be your sole responsibility. You understand that we have no obligation to disburse premium funding to benefit carriers without having first received the entire amount of the funds due from you. • Upon receipt of insurance premiums from you, we will remit payment to the carrier and if applicable, provide carrier with a premium billing roster and premium remittance report or additional documentation on your behalf, including your identifying information. In the event you fail to remit the appropriate amount of premium, the carrier's standard plan termination process shall apply. We will not be liable for any damages or losses resulting such carrier's termination of the Plan. **Custodial Account** *(applies only for payment services):* • Accept appointment and agree to act as custodian hereunder, and hold your funds received hereunder in accordance with the terms and	1. Provide all Data necessary to establish an employer master file, including your name, address, phone, fax, primary contact, federal identification number, and any other required information. 2. Provide detailed information regarding each benefit component within the benefit plan(s) including: • Benefit type (e.g., health insurance, life insurance, STD, LTD, dental, vision, etc.); • Complete rating schedule governing each plan; • Billing cut-off dates and policy periods for each plan; and • Policy numbers. 3. Utilize and maintain us as the single, sole, and exclusive provider of billing reconciliation services. 4. Maintain the following information within the Platform: • New enrollments, changes, and terminations; • Any changes in benefit plan eligibility provisions; and • Necessary materials and documents, including Summary Plan Descriptions, Plan amendments, Summary of Material Modifications, election forms, election change forms, as may be necessary to operate the Plan or to satisfy requirements of law. 5. Satisfy reporting, notice, disclosure, and annual return requirements and other regulatory requirements imposed by law. 6. Maintain current beneficiary designations. 7. We will rely on the Data provided by you or on your behalf to perform or prepare all services, reports, and forms under this Exhibit in accordance the terms of the Agreement. 8. You will determine the benefit and administrative provisions of the Plan and will be solely responsible for the terms of the Plan and Summary Plan Description. 9. You will make all benefit eligibility determinations required under any of the plans covered by this Exhibit. 10. **Custodial Account** *(applies only to payment services)*: • Appoint us as custodian solely for the purpose of providing the Services. • You hereby acknowledge that we, on one or more occasion, may receive interest on the Funds held in the Custodial Account and that any interest received by us on your Funds will be part of our compensation. You also hereby acknowledge that compensation otherwise charged by us for the Services would be higher if we did not retain the earnings or interest on these funds. The period during which we may earn interest begins on the date your Funds transfer to the Custodial Account and ends when the Services terminate. We will disburse Funds on a first-in-first-out basis. • In the event we resign as custodian, as permitted in this Exhibit, immediately appoint a successor custodian.

conditions set forth herein.

- Open and maintain a depository account (the "Custodial Account") at Wells Fargo Bank (the "Bank"), and hold in the account all premiums received from you. Upon deposit, the premiums will become "Funds" (minus any applicable fees or other costs).
- For administrative convenience, and to reduce costs, we will hold your Funds together with similar funds from other clients in one or more Custodial Accounts. However, we will maintain records as to the exact amount of each clients' Funds, so each client has a legal right to the specific amount of funds held in the Custodial Account. At all times, the assets comprising each client's Funds in the Custodial Account will be separate subaccounts for purposes of this Exhibit. Depending on the context, the term, "Custodial Account," will refer to the separate subaccount for you or all of the subaccounts for all clients.
    - Your Funds: (i) are and will remain your general assets; (ii) are not considered general assets of ours; and (iii) are not plan assets within the meaning of ERISA. Except to the extent that outstanding checks have been written against the account on your behalf, you may withdraw your Funds at any time (minus any applicable fees or other costs).
    - Your Funds are subject to your creditors in the same manner as funds contributed to your ordinary checking accounts.
- Forward premiums from the Custodial Account to carriers, you or your designee, at your direction, and in accordance with the Agreement, this Exhibit and the Plan. We do not, and will not have any discretion, control, or authority with respect to the disposition of your Funds.
- Us positive pay to ensure only valid checks are processed. We will only process checks that match our files. An exceptions list is generated by the bank and send to us each business day showing checks presented for payment that do not match out files.
- Notwithstanding anything set forth in the Agreement, we may resign from our duties as custodian at any time by giving you written notice no less than 30 days prior to the effective resignation date; provided, in any event, the resignation will not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to you.

6. Notwithstanding anything set forth in the Agreement, we reserve the right to suspend or terminate the Service if you fail to advance funds for premiums when due, or otherwise breach the terms of this Agreement, and the breach remains uncured 30 days following receipt of written notice. Upon suspension or termination of the Services, unpaid fees due prior to the effective date of suspension or termination will become immediately payable upon such suspension or termination, and we will apply any Funds for fees collected from you prior to the suspension or termination effective date to the payment of our administrative fees and expenses.

Retiree Billing Administration Services and General Responsibilities

PlanSource Responsibilities	Employer Group Responsibilities
1. Gather all necessary information surrounding your rules for retirees (length of coverage, open enrollment eligibility, and payment windows). 2. Determine process for you to notify us about an employee's conversion to retiree status. 3. Notify retirees of options for continuation coverage 4. Upon benefits election, provide retiree with payment coupons. 5. Collect the monthly premium from each retiree. 6. Remit monthly premium to you. 7. Assist retirees over the phone and through email support through our call center. 8. Maintain enrollment records pertaining to each retiree who enrolls in a plan. We will terminate from our enrollment records any retiree who does not timely enroll or who elects to decline coverage. 9. Reinstate and terminate insurance benefits for retirees on your behalf using the online system or data files for your insurance providers.	1. Assist us in implementing and documenting administrative processes specific to your organization and plans. 2. Provide us with the process and procedures for the monthly premium collection process. 3. Refund premium payments to former retiree participants if their coverage should be terminated retroactively yet an overbalance exists for partial payment of premium which has been already remitted to you by us. 4. Assist us with obtaining online access to each insurance provider with a retiree eligible plan for the purpose of assisting retiree participants with urgent coverage issues. 5. Review the monthly summary report and contact us within 30 days of receipt regarding any items which you know are incorrect. If we do not receive a response within 30 days, we will assume that the summary is correct, and any errors will become your responsibility and liability.

COBRA Administration Services and General Responsibilities

PlanSource Responsibilities	Employer Group Responsibilities
1. Utilize integration between the Platform and the COBRA system to provide the COBRA Services. We will also utilize integration between the COBRA system and the FSA system for reinstatements and terminations due to COBRA participants with an FSA election. 2. Provide call center assistance, online chat support, and email support to COBRA participants. 3. On a daily basis, upload files from the Platform into the COBRA system for purposes of creating initial COBRA notices. Following this daily file upload, send the initial notice to individuals as soon as administratively feasible. However, if you fail to timely update the Platform, we will not be responsible for satisfying the requirement that the initial COBRA notice be provided within 90 days after the individual begins to participate in the plans. 4. On a daily basis, upload files from the Platform into the COBRA system for purposes of creating Qualifying Event notices, send the Qualified Beneficiary a COBRA notice and election form within 14 days. If you fail to update the Platform within the prescribed time period, we will not be responsible for satisfying the requirement that the COBRA notice and election form be provided within 44 days after the date of the Qualifying Event. 5. Make available through the Platform a monthly summary of COBRA activity, including, but not limited to, payments, notices, terminations and enrollments during the period covered by the summary report 6. If a Qualified Beneficiary returns an election form to enroll in one or more of the plans, enroll the Qualified Beneficiary under COBRA. We will also send the Qualified Beneficiary a letter confirming that the Qualified Beneficiary has been enrolled in the applicable plans pursuant to COBRA. 7. Maintain enrollment records pertaining to each Qualified Beneficiary who timely enrolls in the plan. We will terminate from the enrollment records any Qualified Beneficiary who does not timely enroll or who elects to decline coverage. 8. Inform each Qualified Beneficiary of his or her premium obligation with payment coupons. Each Qualified Beneficiary will remit his or her COBRA premiums to us. If premiums are paid to us, we will deliver payment to you within 14 days following the end of the calendar month. 9. Send Qualified Beneficiaries a letter terminating COBRA continuation coverage at the end of the applicable COBRA continuation coverage period. 10. Provide all enrollment and election materials to a Qualified Beneficiary during all open enrollment periods which occur during the applicable COBRA continuation coverage period and enter the elections made into the Platform. 11. Process all reinstatements and terminations directly through the Platform on your behalf. 12. Audit the COBRA participants on a monthly basis comparing the COBRA system to the Platform. 13. Assist COBRA participants with emergency coverage reinstatements or inquiries.	1. Using the Platform, notify us within 60 days after plan coverage begins for an employee and/or dependent spouse. 2. Using the Platform, notify us within 30 days after the date you have knowledge that a Qualified Beneficiary has lost coverage under a plan due to a Qualifying Event. 3. Review the monthly summary report and contact us within 30 days regarding any incorrect items. If we do not receive a response within 30 days, we will assume that the summary is correct, and you are responsible and liable for any errors. 4. If you have knowledge that a Qualified Beneficiary has experienced another Qualifying Event during the initial 18-month COBRA continuation period, notify us within 30 days after the date. 5. If you have knowledge that an event has occurred which will terminate a Qualified Beneficiary's COBRA continuation coverage before the end of the applicable COBRA continuation coverage period, notify us within 7 days after the date. Examples include, but are not limited to, the following: • You no longer offer a group health plan to any of its employees; • The Qualified Beneficiary becomes covered under another group health plan. However, this provision does not apply during any time period the other group health plan contains a limitation or exclusion with regard to any pre-existing condition, other than a limitation or exclusion which does not apply to the Qualified Beneficiary or satisfied by the Qualified Beneficiary due to HIPAA; or • A Qualified Beneficiary becomes entitled to Medicare. 6. Notify us within 7 days after the date you have knowledge that you are no longer subject to COBRA with respect to the COBRA eligible plans. This would occur as of the first day of a calendar year following a calendar year when you did not employ 20 or more employees on at least 50% of its working days during that year. 7. If you do not also utilize the Platform for FSA Administration, notify us if FSA Participant have a positive FSA balance at the time of termination and therefore, be eligible to elect COBRA Continuation Coverage for the FSA election. 8. Refund premium payments to former COBRA participants if their coverage should be terminated retroactively yet an overbalance exists for partial payment of premium which has been already remitted to you by us. 9. Assist with obtaining online access to each insurance provider with a COBRA eligible plan for the purpose of assisting COBRA participants with urgent coverage issues.

FSA/HRA/CERA Administration Services and General Responsibilities

This Exhibit is with respect to certain ongoing administrative services we will provide with regard to your establishment of certain employee benefit arrangements, including, but not limited to a health care flexibility spending account ("Health FSA") and a dependent care assistance program ("Dependent Care FSA") under Section 125 and Section 129, respectively of the Code, which are available as part of its cafeteria plan as well as any similar plans related to other areas of the Code, including but not limited to Health Reimbursement Arrangements ("HRA") under Section 105 and 213D and commuter expense reimbursement account plans ("CERA") under Section 132. For purposes of this Exhibit, the term "Plan" means the cafeteria plan, the Health FSA plan, the Dependent Care FSA plan, the HRA plan and/or the CERA plan (or plans) maintained by you, or portions of that plan (or plans), with respect to which we are providing administrative services.

PlanSource Responsibilities	Employer Group Responsibilities
1. Provide call center assistance to Plan participants for inquires related to the Plan. Our responses to inquires will be based on Plan provisions and your guidelines. 2. Determine whether expenses are eligible for reimbursement in accordance with Plan provisions and your guidelines. 3. If debit cards are available for payment of certain Plan expenses, and the participants elects to utilize the debit cards, our preferred provider, Fidelity National Information Services ("FIS"), will provide the debit cards to participants. You acknowledge that participants will be subject to the terms and conditions of the cardholder agreement distributed with the debit card. You agree that FIS, is a third-party beneficiary of this contract. 4. Monitor usage and notify participants if receipts are required to verify the eligibility of an expense. 5. If a participant does not use a debit card for expenses, and a claim is eligible for reimbursement on a manual basis, prepare and issue a check or direct deposit. The reimbursement will be drawn on the Plan account and made payable to the participant. 6. Provide each participant submitting a manual reimbursement request with a written explanation of payment or denial. 7. If a claim is denied, provide the participant with notice of the appeal procedure under the Plan. We will assist you in processing any submitted appeal of a denied claim in accordance with Plan procedures and your guidelines. 8. Maintain records, including amounts credited, amounts reimbursed, and current balance in each participant account. 9. Provide you with the ability to pull monthly reports from the system showing participant transactions and balances and inactive debit cards 10. Upon your request at the end of the Plan year runout period, provide a report showing participants that will incur payroll deductions for repayment of funds to the Plan. 11. Upon your request, prepare the Plan document and Summary Plan Description (SPD). Upon further request, we may also prepare amendments to the Plan document and SPDs. As Plan administrator, you are ultimately responsible for reviewing the Plan document and SPD and approving the content therein prior to distributing to participants. We recommend you review the documents with its attorney and/or tax consultant. We are not responsible for any Damages, including but not limited to legal or tax consequences resulting from the preparation of the Plan document and/or SPD. Additional fees apply for this service. 12. Upon your request, conduct non-discrimination testing of the Plan at the start and end of the Plan year. If testing demonstrates the Plan is out of compliance, we will notify you, and you may choose to reduce participant contributions to bring the Plan into compliance or allow participants to claim the "non-reduced" contributions as taxable wages for income tax purposes. 13. Provide assistance in correcting participant-level discrepancies you report to us. 14. Manage carrier data discrepancies and related issues, problem resolution, and trouble-shooting post implementation.	1. Deposit sufficient funds into the Plan account as needed to timely pay claim reimbursements. We, with FIS, will correspond with you through reports and other forms of communication (email, phone calls, etc.) regarding details of the Plan account. 2. If you elect to offer debit cards, you agree that in addition to other terms and conditions of any agreement entered into between you and FIS: (a) you are responsible to FIS for all payments made by FIS to fund transactions arising from the debit card use; (b) you will provide a contact name and telephone number to FIS for ACH and payment related questions; (c) FIS will assess a fee of $25 to you for each ACH returned due to insufficient funds. 3. Confirm accuracy of direct deposit information provided by participants. We are not responsible for any fees resulting from incorrect direct deposit information provided by participants. 4. Comply with the applicable provisions of COBRA and the Family Medical Leave Act (FMLA), as related to the Plan. 5. Determine how forfeiture of amounts in the Plan account will be used in accordance with the terms of the Plan and as prescribed by law. 6. As the Plan administrator and fiduciary of the Plan, remain responsible for the general management and administration of the Plan. 7. Review and approve the Plan document and the SPD prior to distributing to Plan participants. 8. Ensure that the Plan document is signed and provide a copy of the SPD to all Plan participants within the time prescribed by ERISA. 9. Provide us with the name and duties of each individual to whom you have delegated responsibilities in connection with administration of the Plan, and a specified signature of each individual. 10. Upon our request, provide timely participant data (through the Platform), for required reporting to the Centers for Medicare and Medicaid Services (CMS), if applicable 11. For Plan participants that spent money using the debit cards for purchases that fell outside the plan year, or that were never documented and subsequently considered ineligible, payroll deduct such funds at the conclusion of the Plan year runout period. 12. If you elect annual non-discrimination testing services, provide us (in our required format through the Platform) with the data required to conduct testing. 13. Determine if participants are able to make mid-year election changes due to a change in status or other circumstances, as set forth in the cafeteria plan and prescribed by law.

PLANSOURCE

PLANSOURCE PREMIUM
STATEMENT OF SERVICES

EMPLOYER GROUP NAME:	Escambia County Florida	SUBSCRIPTION EFFECTIVE DATE:	June 3, 2019
SUBSCRIPTION INITIAL TERM:	6/3/2019 – 9/30/2020	FIRST BILL MONTH[1]:	October 2019

Benefits-Eligible Employees[2]: 1,977	Benefits-Ineligible Employees[2]: 0

Product Subscription Fees

	Recurring Monthly Fee
Benefits-Eligible Employees	$8.00 PEPM
Administrative Experience	
ACA Measurement & Reporting	$0.50 PEPM
Annual Renewal	Included
Employee Experience	
Educational Video Library	Included
PlanSource Mobile App	Included
Plan Recommendations	Included

Product Setup Fees

	One-Time Fee
Implementation[3]	$15,000
Administrator Support/Training	Included
Data Exchange with Carriers/Partners[4]	Unlimited
Data Exchange with Non-Partners[5]	$2,500 per one-way connection
Data Exchange – eFinancePLUS	$1,250 per one-way connection

Benefit Services Fees

	First Bill Month	*One-Time Setup Fee*	*Service Fee*
Data Conversion[6]	Oct 2019	Included	N/A
Benefits OutSourcing[7] Employee Contact Center Billing Reconciliation & Payment[8] COBRA Administration[9]	Oct 2019	Included	Included
Retiree or Leave of Absence Billing	Oct 2019	Included	$4.25 PPPM
Retiree Enrollment (Basic Life only)	Oct 2019	Included	$0.50 PEPM
Text Messaging	Oct 2019	Included	Included
Out of Scope Service Fees[10]			$175 Per Hour

1 First Bill Month is applicable to Product Subscription Fees, Product Setup Fees, and Data Conversion Fees. All other Services will have a respective First Bill Month, as specified herein.

2 Prior to go-live, invoicing is based on the benefits-eligible and benefits-ineligible employee counts listed herein. After go-live, invoicing is based on the greater of: (i) the actual benefits-eligible and benefits-ineligible employee count each month; or (ii) the minimum count, defined by the initial census load at go-live. We reserve the right to alter pricing if the actual census load is 10% lower than the benefits-eligible employee count listed herein. You will be responsible for the minimum billing amounts for the current Service Period.

3 Includes Carrier Connect, a process whereby we manually inputs data into a carrier's system until scoped data exchanges go-live.

4 Data exchange with insurance carriers for Small Groups is self-service reporting. Partners include BambooHR, NetSuite, Paycor, and Ultimate Software.

5 Data exchange with non-partners is a one-way exchange between one source and one target system.

6 Fee applies to passive and off-cycle implementations, if elected.

7 PlanSource manages system maintenance; new hire, life event, work status and EOI processing; data exchange operations, discrepancies and auditing; and eligibility management and resolution. PlanSource can also provide QMCSO processing to customers who purchase PlanSource Premium for $10 per QMCSO processed (no setup fee).

8 Additional fees and minimums may apply.

9 We will retain the 2% COBRA administrative fee paid by participants. Optional mass general notice mailing (COBRA Initial Rights) available for $2.50 per letter mailed. Additional fees may apply for the printing of SPD documents (1-14 pages: $20 per packet; 15-50 pages: $35 per packet; Over 50 pages - custom quote).

10 Fee applies to any services and/or additional resources not outlined in this SOS, determined based on scope of project. Additional fees may apply based on project complexity.

As used in this SOS, "PE" means per employee, "PEPM" means per employee per month, "PGPM" means per group per month, "PPPM" means per participant per month, and "PY" means per year. All other capitalized terms not otherwise defined herein shall have the meanings attributed in the Agreement.

This SOS is the ordering document for purchase of the Service subscriptions herein. You hereby acknowledge that this SOS, together with the SaaS Agreement (and all applicable exhibits and attachments thereto) constitutes the entire agreement between us and you governing the Services (collectively, the "Agreement"), to the exclusion of all other terms, and supersedes all prior or contemporaneous agreements, understandings and representations, written or oral, between the parties, with respect to the Services. By signing this SOS, you agree to all of the terms and conditions of the Agreement.

We will invoice you for each Service subscription at the beginning of the applicable First Bill Month, or upon the groups go-live date, whichever comes first. Thereafter, we will invoice you on the first day of each month for all Services provided in that month. Unless otherwise stated in the Agreement, invoiced charges are due net 30 days from the invoice date. The fees in this SOS are calculated based on our current retail fees, minus any applicable discounts. If any fees in this SOS are discounted based on your relationship with your insurance broker, carrier, or other third party, the discount will apply so long as the relationship remains in effect. If the relationship is terminated for any reason, we, upon written notice to you (such notice which may be sent via email), will adjust the fees in this SOS to our current retail fees (or otherwise agreed-upon fees). This adjustment will be effective the first day of the month immediately following delivery of notice to you.

Through the PlanSource Advantage ("PSA") program, participating insurance carriers may provide incentives for you to offer their insurance products and services to your employees. You may access additional information regarding the PSA program, including the current program terms and conditions (available here).

Except as otherwise set forth in the Agreement, we may modify the fees in this SOS at any time after the date that is the third anniversary of the Effective Date of the Agreement. The per-subscription pricing during any renewal Term may increase by up to 7% above the applicable pricing in the prior subscription Term, unless we provide you notice of different pricing at least 60 days prior to the applicable subscription Renewal Term. Except as expressly provided in the applicable SOS, renewal of promotional or one-time priced subscriptions will be at our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior subscription Term by more than 10% will result in re-pricing at renewal without regard to the prior subscription Term's per-unit pricing. Notwithstanding any of the foregoing, we reserve the right to modify the fees (and applicable discounts) in this SOS at any time as may be necessary to compensate for changes in: (i) local, state, or federal laws applicable to the Services; (ii) vendor/service provider costs; (iii) service deliverables; (iv) carrier products, offerings, credits and/or discounts; (v) broker of record changes; or (iv) your participation in the PSA program, including moving from one carrier to another carrier.

This Statement of Services is accepted and agreed to as of the Subscription Effective Date above:

PLANSOURCE BENEFITS ADMINISTRATION, INC.

By: _____
Dayne Williams
Chief Executive Officer

ESCAMBIA COUNTY FLORIDA

By: _____
Print Name: Janice P. Gilley
Title: County Administrator

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 06-04-2019

Exhibit A
Implementation and Ongoing Support Services and Responsibilities

Successful implementation and ongoing use of the Services is contingent upon each party fulfilling their respective responsibilities outlined below[1]. Failure to comply with your requirements may cause delays and rescheduling of your initial implementation period.

Phase	PlanSource Responsibilities	Employer Group Responsibilities
Pre-Implementation Project Planning Services	1. Commit designated resources to work with you during the implementation period. 2. Conduct a discovery kick-off call to initiate the implementation project. 3. Develop a timeline and tasks for implementation of the Platform. 4. Deliver training for your HR administrators. 5. Provide applicable tools for gathering benefits, plan, and rule information. 6. If applicable, assist in coordinating with benefit carriers/vendors to develop data exchange/EDI protocols.	1. Commit designated resources to work with us during the implementation period. 2. Accept our implementation timelines and tasks. 5-10 hours per week is required during the initial implementation period. Most clients will "go live" with an enrollment-ready system within four weeks following the implementation kick-off call. 3. Attend all Platform training, as directed by us. Benefits administrator(s) must attend Basic Training and Advanced Platform Training. 4. Provide benefit plan/rule information using our tools. 5. Assist in negotiations with carriers/vendors to facilitate billing processes and electronic eligibility data feeds. 6. Participate in scheduled status calls to review project status.
Benefits Administration System Configuration Services	1. Configure the Platform within the scope of its current functional footprint, including, but not limited to, benefits offerings, carrier contract rules, open enrollment, and user access. 2. Display pre-generated educational content per your specifications. 3. Import employee/dependent demographic data you provide using our designated format. 4. Where applicable, load employee benefits data into the Platform once group data files are received from your benefit providers.	1. Provide product benefit content for employee self-service enrollment and decision support. 2. Create self-service reports in the report center. 3. Provide employee/dependent demographic and benefits data for import into the Platform using the tools we provide.
Benefits Administration Quality Assurance and Deployment Services	1. Provide access to a test environment configured with your specific configurations and settings. 2. Conduct walkthrough of the configured system with you to review business rules and settings. 3. Work with you to identify exceptions and determine resolution. 4. Gather and apply your requirements for Platform branding. 5. Provide templates for your acceptance signoff of employer and rate information. 6. Obtain your acceptance signoff and deploy to production environment.	1. Identify test scripts that adequately represent the most common business processes and uses for the Platform. 2. Perform test scripts in the test environment and share results with us. 3. Within five days of making the Platform available, report issues and work with us to resolve them. 4. Provide complete branding requirements for the Platform. Branding items include custom images, page text, videos and/or hyperlinks that will display within the system. You must provide all requirements to us through one consolidated communication prior to approval process for the testing environment.
Data Exchange Development and Deployment[2]	1. Configure the structure, content, and operating parameters for each your data exchange connections. 2. Create one test file for each data exchange connection and provide to respective carrier/vendor via the documented transmission method you will require carrier/vendor to use to validate the transmission within two days of receipt. 3. Collaborate with you on carrier/vendor testing calls to review and validate data exchange connections. 4. Train you to manage carrier discrepancy reports, including evaluating and processing one initial discrepancy report generated by carriers after a file has gone into production. 5. If applicable, update designated carrier/vendor with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production.	1. Confirm accuracy of Platform configuration prior to go-live date. 2. Provide necessary approvals for access to your carrier(s) platform. 3. Provide each carrier/vendor's data structure, layouts, and requirements for each requested data exchange connection. 4. Manage carrier discrepancy reports after a file has gone into production. 5. Manually update carriers/vendors with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production or if the vendor is unable to accept a standard layout produced from the Platform with your electronic enrollment data. 6. Following system testing and approval by your authorized representative, we will notify you of system availability for your employees and administrators. At this time, you must sign a system acceptance form. 7. During EDI implementation, work to resolve any discrepancies between us and your carriers/vendors. During this time, your benefits administrator(s) will be responsible for updating elections with your carriers/vendors and within the Platform. We will provide you enrollment changes via a spreadsheet that you may use to update elections with your carriers/vendors.

1 Details regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.
2 Data Exchange Development and Deployment Services are not available for Small Groups (<101 Benefits Eligible Employees).

Phase	PlanSource Responsibilities	Employer Group Responsibilities
Post Go-Live Support Services	1. Monitor technical services, including system Internet connectivity, server capacity and configuration, application performance, power, failover, and disaster recovery systems. 2. Administer and maintain database configurations, disk space, and required hardware components. 3. Assist in research and resolve data conflicts and errors. 4. Complete minor updates[3] to your business rules, benefits configurations, and data exchanges, per your instructions. 5. Design and develop features (as solely defined by us), enhancements, and other updates for inclusion in software releases, patches, test environments, and documentation. 6. Make and provide updates to our standard product documentation, user guides, training materials, and online help.	1. Commit designated resources to work with you during annual enrollment period. 2. Maintain all self-service reports in the report center. 3. Provide system training to your employees, and receive and respond to employee questions. 4. Document and implement administrative processes specific to your organization and plans. 5. Report and cooperate with us in resolving any issues, challenges, or concerns related to the Platform. 6. Work with us to update current and future documentation as modifications occur, including at annual enrollment. 7. Attend all required Platform training, and train all new resources utilizing the system. 8. Manage ongoing administration including, but not limited to employee life event processing, evidence of insurability, and student/dependent age verification.

3 “Minor updates” means any update requiring less than one hour of support, as determined by us.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16454 **County Administrator's Report 12. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Change Order to Volkert, Inc., to Contract PD 17-18.027 - Pensacola Bay Living Shoreline Project
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Change Order to Contract PD 17-18.027, to Volkert, Inc., for the Pensacola Bay Living Shoreline Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to execute the following Change Order to Volkert, Inc., to contract PD 17-18.027, for the Pensacola Bay Living Shoreline Project:

Department:	Natural Resources Management
Division:	Administration
Type:	Addition to PO
Amount:	$375,532.21
Vendor:	Volkert, Inc.
Project Name:	Pensacola Bay Living Shoreline Project
Contract:	PD 17-18.027
PO#:	191138
CO#:	1
Original Award Amount:	$217,480.00
Cumulative Amount of Change Orders Through This CO:	$375,532.21
New Contract Total:	$593,012.21

This project is located in Commission District 2.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ $375,532.21]

BACKGROUND:

On February 21, 2019, the Board awarded Contract PD 17-18.027 - Pensacola Bay Living Shoreline Project to Volkert, Inc., in the amount of $217,480 for Base Services, with $581,473 for Optional Services, to be funded with future Grants. Due to limited fund availability during fee negotiations and contract award, tasks were allocated to Optional Services until additional funding could be secured.

On January 24, 2019, the Board approved and authorized the Chairman to sign the Defense Infrastructure Grant (DIG) Agreement #S0114 with the State of Florida Department of Economic Opportunity (DEO), in the amount of $375,532.21, to augment existing planning, engineering, and regulatory permitting funds for the Pensacola Bay Living Shorline Project at Naval Air Station (NAS) Pensacola that has matching funding from the Gulf Coast Ecosystem Restoration Council.

This Change Order will increase the Purchase Order in the amount of $375,532.21, but does not increase the awarded Contract amount.

BUDGETARY IMPACT:

Funding for this Change Order is available as follows: Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ - $375,532.21.

Funding for the original Purchase Order is available in Fund 118, Gulf Coast Restoration Fund, Cost Center 221041, in the amount of $217,480. This Change Order will increase the Purchase Order in the amount of $375,532.21, but does not increase the awarded Contract amount.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

January 24, 2019 BCC Resume Page
February 21, 2019 BCC Resume Page
Signed Purchase Order 191138

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued



5. Recommendation: That the Board take the following action concerning a Defense Infrastructure Grant Agreement #S0114 for Fiscal Year 2018-2019 between the State of Florida Department of Economic Opportunities (FDEP) and Escambia County:

A. Approve, and authorize the Chairman to sign, the Defense Infrastructure Grant Agreement #S0114 with the State of Florida Department of Economic Opportunities, in the amount of $375,532.21, to augment existing planning, engineering, and regulatory permitting funds for the Pensacola Bay Living Shoreline Project at Naval Air Station Pensacola that has matching funding from the Gulf Coast Ecosystem Council for this project; and

B. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action from the Board.

Note: The County Attorney's Office has requested that the Board be made aware of the language within the Agreement, Page 2, ¶F. 1., which requires venue for any action arising out of or relating to the agreement in the appropriate state court in LEON COUNTY.

[Funding: Fund 110, Other Grants and Projects Fund, new Cost Center - A minimum match of 30% ($112,659.66) is required. Matching funds will be provided through FDEP Grant G0448 from the Gulf Coast Ecosystem Restoration Council ($217,000) that was approved by the Board on April 20, 2017.]

Motion: To move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 6, 7, 8, 12, 14, 15, 17, and 24, which were held for separate votes.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued


2019000252

12. Recommendation: That the Board authorize the issuance of a Purchase Order for one 2019 Isuzu NQR Crew Cab 17,950 GVWR, per the specifications, terms and conditions of PD 18-19.019, Isuzu NQR Crew Cab 17,950 GVWR, for the Escambia County Road Department, in the amount of $59,595.94.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Projects; Object Code 56401, Machinery and Equipment]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously


2019000253

13. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 17-18.027, Pensacola Bay Living Shoreline, in the amount of $217,480 for Base Services, with $581,473 for Optional Services, to be funded with future Grants.

[Funding: Fund 118, Gulf Restoration Fund, Cost Center 221041, Object Code 53101 - $217,480]

Motion: Move Item CAR II-13 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Melissa Pino

PURCHASE ORDER NO. 191138

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
220584 FAX: 251-968-2318
VOLKERT INC
P O BOX 7434
MOBILE AL 36670

SHIP TO
COMMUNITY & ENVIRONMENT DEPT.
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN: SUSAN HOLT 850-595-4579

ORDER DATE: 03/21/19	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 19001233	REQ. DATE: 03/19/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 17-18.027	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	FOR BASE SERVICES FOR THE PLANNING, ENGINEERING DESIGN & PERMITTING OF THE PENSACOLA BAY LIVING SHORELINE PROJECT.	217480.0000	217,480.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	222041	53101	217,480.00	

PAGE TOTAL $	217,480.00
TOTAL $	217,480.00

APPROVED BY Amy Lovoy 3/27/19

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board authorize the issuance of a Purchase Order for one 2019 Isuzu NQR Crew Cab 17,950 GVWR, per the specifications, terms and conditions of PD 18-19.019, Isuzu NQR Crew Cab 17,950 GVWR, for the Escambia County Road Department, in the amount of $59,595.94.

    [Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Projects; Object Code 56401, Machinery and Equipment]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Items 2, 13, and 23, which were held for separate votes, as amended to drop Item 12.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

13. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and Volkert, Inc., per the terms and conditions of PD 17-18.027, Pensacola Bay Living Shoreline, in the amount of $217,480 for Base Services, with $581,473 for Optional Services, to be funded with future Grants.

    [Funding: Fund 118, Gulf Restoration Fund, Cost Center 221041, Object Code 53101 - $217,480]

Motion: Move Item CAR II-13 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Melissa Pino

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

VOLKERT, INC.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of February, 2019, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Volkert, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 215 Fairpoint Drive, Gulf Breeze, FL 32561, and whose Federal tax identification number is 63-0247014 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Volkert, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Matt Posner, Environmental Program Manager, Natural Resources Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for Pensacola Bay Living Shoreline Project.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of Two Hundred Seventeen Thousand Four Hundred Eighty ($217,480.00) Base Services and Five Hundred Eight One Thousand Four Hundred Seventy Three Dollars ($581,473.00) Optional Services for a total of Seven Hundred Ninety Eight Thousand Nine Hundred Fifty Three Dollars ($798,953.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.027, Pensacola Bay Living Shoreline, and as represented in the Consultant's Letter of Interest response to PD 17-18.027, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is To Be Determined.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Seventeen Thousand Four Hundred Eighty ($217,480.00) Base Services and Five Hundred Eight One Thousand Four Hundred Seventy Three Dollars ($581,473.00) Optional Services for a total of Seven Hundred Ninety Eight Thousand Nine Hundred Fifty Three Dollars ($798,953.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant

agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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 ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Volkert, Inc. Attn: Mike Warnke
215 Fairpoint Drive
Gulf Breeze, FL 32561

(d) Invoices to the County shall be sent to:

Escambia County
Natural Resources Management
Matt Posner, Project Manager
223 Palafox Place
Pensacola FL 32502

Notices to the County shall be sent to:

Amy Lovoy
Interim County Administrator
P. O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are

exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant'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.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement 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 of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. 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.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Volkert, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

Witness

Witness

By: Amy Lovoy
Amy Lovoy, Interim County Administrator

Date: 3/27/19

BCC Approved: 2/21/19

CONSULTANT:
Volkert, Inc., a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: Shawn R Justice
~~Sean~~ Shawn Justice, Vice President

By: _____
Secretary

Date: March 5, 2019

WITNESS:

Malies C. Warren

Malies C. Warren

ARTHUR V LOOKS IV

Exhibit "A"

VOLKERT

Volkert, Inc.
215 Fairpoint Drive
Suite B
Gulf Breeze, FL 32561

Office 850.512.8935
volkert@volkert.com

www.volkert.com

January 31, 2019

Mr. Paul Nobles, CPPO, CPPB, FCCM, FCN
Escambia County, Florida
Purchasing Manager
215 Palafox Place
Pensacola, Fl 32502

Re: Pensacola Bay Living Shoreline- Scope of Services and Fee Proposal

Dear Mr. Nobles-

Volkert, Inc. is pleased to provide the design services proposal for the proposed Pensacola Bay Living Shoreline Project.

The included scope of work and fee proposal was approved by the selection committee on Wednesday, December 19, 2018.

The Fee Proposal for the approved scope of services is as follows:

Fee Proposal:

Base Services- $217,480.00*

Optional Services- $581,473.00

Total- $798,953.00

*Please note, as discussed and agreed, the project cannot be completed with the completion of the Base Services only a majority of the optional services will be required to complete the project successfully.

Schedule: Included is the anticipated preliminary schedule for the project.

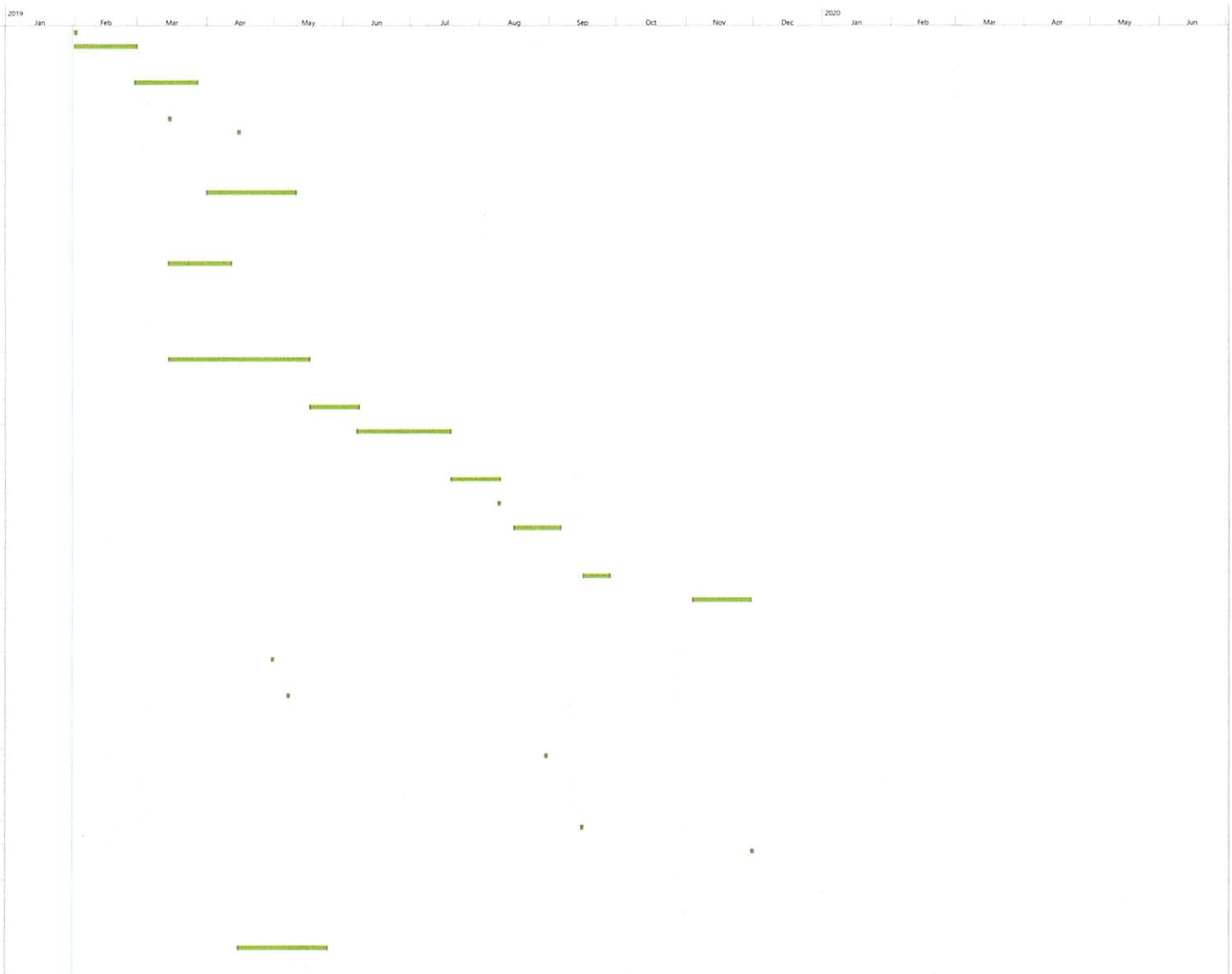
Should you have any questions or comments, please give me a call.

Sincerely,

Mike Warnke, PE
Project Manager
Volkert, Inc.

Exhibit "B"

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Notice to Proceed	1 day	Fri 2/1/19	Fri 2/1/19	
2		Task 1: Prepare Base Maps and Data	20 days	Fri 2/1/19	Thu 2/28/19	
3		Coordinate Field Review with Agencies	20 days	Thu 2/28/19	Wed 3/27/19	
4		Field Review	1 day	Fri 3/15/19	Fri 3/15/19	
5		Discussion Meeting Summary with Client	1 day	Mon 4/15/19	Mon 4/15/19	
6		Task 2: Preliminary Engineering				
7		Task 2.1: Compilation/Review of Existing Applicable Data & Evaluation of Data Gaps	30 days	Mon 4/1/19	Fri 5/10/19	
8		Task 2.2: Coastal Conditional Analysis	20 days	Fri 3/15/19	Thu 4/11/19	
9		Results of Coastal Conditional Analysis to be Incorporated into Task 2.3				
10		Task 2.3:Basis of Design Report & Final Decision/Risk Matrix	45 days	Fri 3/15/19	Thu 5/16/19	
11		County/Navy Review	16 days	Fri 5/17/19	Fri 6/7/19	
12		Task 3.1: 30% Construction Drawings & Specification	30 days	Fri 6/7/19	Thu 7/18/19	
13		County/Navy Review	16 days	Fri 7/19/19	Fri 8/9/19	
14		NAS Letter of Concurrence	1 day	Fri 8/9/19	Fri 8/9/19	
15		Task 3.2: 60% Construction Drawings & Specifications	15 days	Fri 8/16/19	Thu 9/5/19	
16		County/Navy Review	10 days	Mon 9/16/19	Fri 9/27/19	
17		Task 3.4: 100% Construction Drawings, Specifications, & Bid Documents	20 days	Mon 11/4/19	Fri 11/29/19	
18		Task 4.1: Public Meeting @ 30% Design	1 day	Tue 4/30/19	Tue 4/30/19	
19		Participation and Presentation	1 day	Tue 5/7/19	Tue 5/7/19	
20		Task 4: Stakeholder Outreach/Public Engagement				
21		Task 4.2: Public Meeting Prior to Finalization of 60% Design & Permit Application Submittal	1 day	Fri 8/30/19	Fri 8/30/19	
22		Participation and Presentation	1 day	Sun 9/15/19	Sun 9/15/19	
23		Task 4.3: Additional Public Meeting(s)	1 day	Sat 11/30/19	Sat 11/30/19	
24		Participation and Presentation				
25		Task 5: Optional Engineering Services				
26		Task 5.1 Geotechnical Survey	30 days	Mon 4/15/19	Fri 5/24/19	

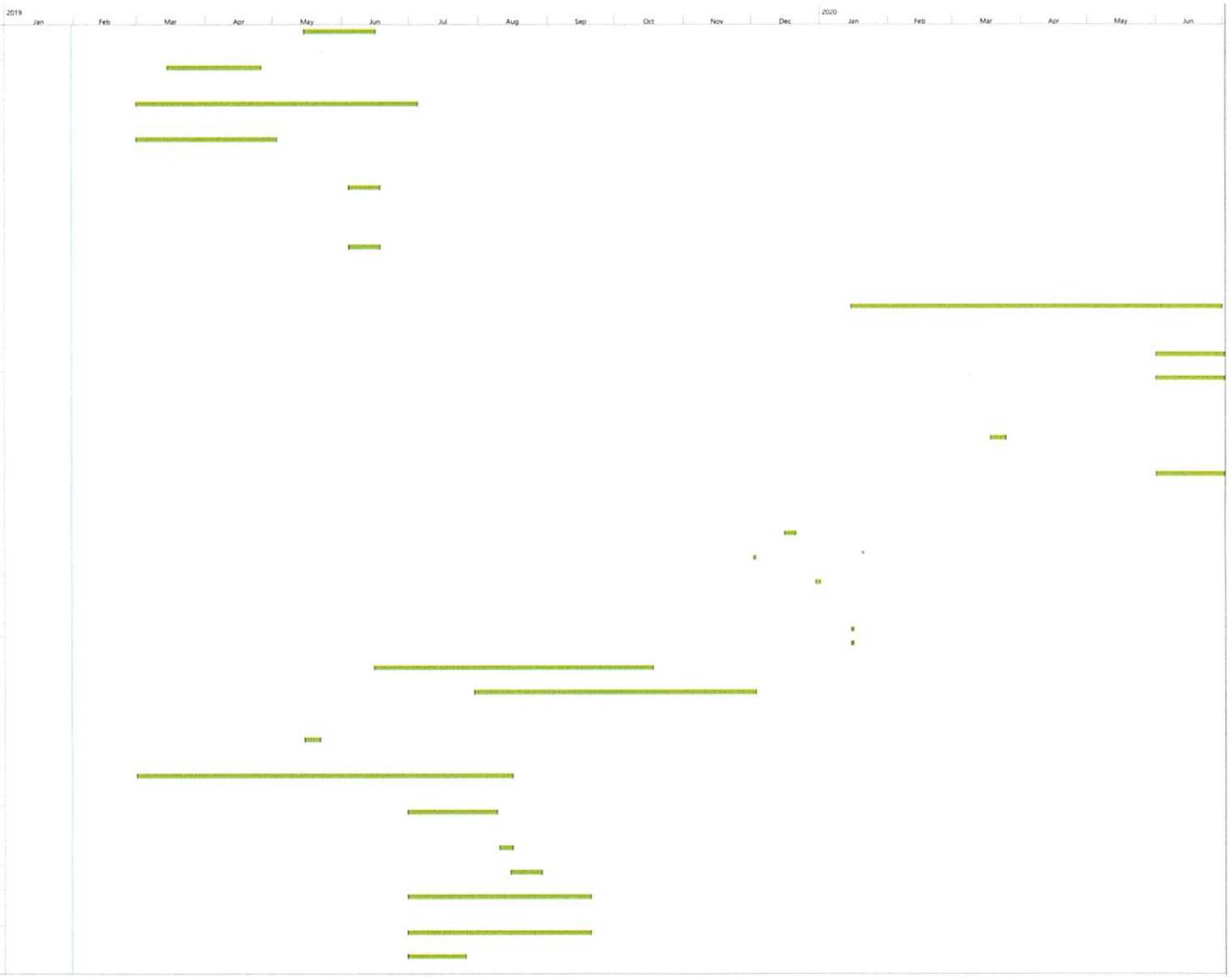


Project: Escambia County Living Shore
Date: Thu 1/31/19

Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

Exhibit "B"

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
27		Task 5.1.1: Geotechnical for up to two Borrow Sites	24 days	Wed 5/15/19	Sat 6/15/19	
28		Task 5.2: Topographic or Boundary Survey	30 days	Fri 3/15/19	Thu 4/25/19	
29		Task 5.4: Hydrodynamic Analysis	90 days	Fri 3/1/19	Thu 7/4/19	
30		Task 5.5: Sediment Transport & Shoreline Change Modeling	45 days	Fri 3/1/19	Thu 5/2/19	
31		Task 5.6: Engineering Design & Plans Development for one Borrow Site	10 days	Tue 6/4/19	Mon 6/17/19	
32		Task 5.6.1: Engineering Design & Plan Development for one Additional Borrow Site	10 days	Tue 6/4/19	Mon 6/17/19	
33		Task 5.7: Allowance Limited Construction Support	120 days	Wed 1/15/20	Tue 6/30/20	
34		Task 5.8: As-Built Certification	23 days	Mon 6/1/20	Wed 7/1/20	
35		As-Built Certification - Based on Contractor Redlines - No Survey	23 days	Mon 6/1/20	Wed 7/1/20	
36		Task 5.8.4: One Additional Borrow Site	5 days	Wed 3/18/20	Tue 3/24/20	
37		As-Built Certification - Based on Contractor Redlines - No Survey	23 days	Mon 6/1/20	Wed 7/1/20	
38		Task 5.9: Limited Bid Support	5 days	Mon 12/16/19	Fri 12/20/19	
39		Participation in Pre-Bid Meeting	1 day	Mon 12/2/19	Mon 12/2/19	
40		Draft/Final Response to Contractor(s) Questions	2 days	Mon 12/30/19	Tue 12/31/19	
41		Bid Tabulation	1 day	Wed 1/15/20	Wed 1/15/20	
42		Bid Recommendation	1 day	Wed 1/15/20	Wed 1/15/20	
43		Task 6: Optional Data Collection	90 days	Sat 6/15/19	Thu 10/17/19	
44		Task 7.1: Permitting & Compliance for Sites A, B, & C	90 days	Tue 7/30/19	Mon 12/2/19	
45		Pre-Application Meeting and Prepare Minutes	5 days	Wed 5/15/19	Tue 5/21/19	
46		Prepare Draft Biological Assessment	120 days	Fri 3/1/19	Thu 8/15/19	
47		Prepare Permit Application Package	30 days	Sun 6/30/19	Thu 8/8/19	
48		Attend Agency Field Reviews (2)	5 days	Sat 8/10/19	Thu 8/15/19	
49		Respond to RAI's (2)	10 days	Thu 8/15/19	Wed 8/28/19	
50		Prepare Draft Section 408 Analysis	60 days	Sun 6/30/19	Thu 9/19/19	
51		Prepare EFH Letter Assessment	60 days	Sun 6/30/19	Thu 9/19/19	
52		Response to Public Comments	20 days	Sun 6/30/19	Thu 7/25/19	



Project: Escambia County Living Shore
Date: Thu 1/31/19

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Exhibit "B"

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
53		Task 8: Archeological Review & SHPO Coordination	60 days	Thu 3/14/19	Wed 6/5/19	
54		Task 8.1: Archeological Review & SHPO Coordination for Sites A, B, & C	30 days	Thu 6/6/19	Wed 7/17/19	
55		SHPO Response Letter(s)	30 days	Thu 7/18/19	Wed 8/28/19	
56		Phase I Cultural Resource Assessment Survey & Report Federal Cultural/Archeologica Clearance	30 days	Tue 7/30/19	Mon 9/9/19	



Project: Escambia County Living Shore
Date: Thu 1/31/19

Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

Base Services			
Task	**Description**	**Deliverables**	**Vokert Lump Sum Fee**
Task 1: Comprehensive Site Evaluation & Project Discussion			
	Key members of the Firm's project team (project manager, coastal engineer, environmental, DOD coordination, etc.) will participate in a comprehensive site evaluation/inspection of the entire project area followed by a project discussion/kick-off meeting with Escambia County, Naval Air Station Pensacola, Florida Department of Environmental Protection, and other key stakeholders. Escambia County will coordinate/facilitate required water access and the meeting location. Firm will provide draft/final site evaluation itinerary and draft/final project discussion agenda. Drafts will be submitted a minimum of 30 days prior to the scheduled events. Firm will coordinate/acquire their own DOD access authorization. Project discussion will include introductions, rolls and responsibilities, project goals, grant requirements, NAS mission, project constraints, findings from the site evaluation, public comments, etc. Firm will facilitate project discussion/kick-off meeting. Individual discussion topics may be led by the appropriate key stakeholders. Escambia County intends to coordinate both the site evaluation and project discussion with the Gulf Coast Interagency Environmental Restoration Working Group. The Working Group was created by the Gulf Coast Ecosystem Restoration Council to facilitate state and federal coordination for Pot 2 projects and streamline the permitting process.	1. Draft/final site evaluation itinerary 2. Discussion/kick-off meeting draft/final agenda 3. Meeting attendance 4. Site evaluation & discussion/kick-off meeting summary	$19,520.00
Task 2: Preliminary Engineering			
Task 2.1: Compilation/Review of Existing Applicable Data & Evaluation of Data Gaps	Firm shall compile and review available project related data. Data to be incorporated includes at least the following: grant requirements, pre-design public comments, unclassified NAS mission related documents, orthorectified historic & current aerial photography, existing submerged land leases/ownership, historic & current nautical information, applicable historic meteorological data, tide & current data, sea level rise and subsidence, bathymetric data, topographic data, water quality data, historic & active state and federal permits, available historic/archeological data, dredging records, applicable scientific studies / best available science, fisheries data, threatened/endangered species, and habitat surveys. Firm shall coordinate with Escambia County, NAS, other governmental agencies, and key stakeholders to obtain available documents and/or data. Firm shall provide a list/copy of all documents and data reviewed under task. Firm shall evaluate and identify any significant data gaps. Firm shall provide list/description of significant data gaps.	1. List of data/documents compiled/reviewed 2. Electronic copy of data/comments compiled/reviewed 3. List/Description of significant data gaps	$21,340.00
Task 2.2: Coastal Conditional Analysis	Firm shall conduct a coastal conditions analysis to define key design parameters such as tide, storm surge elevations, wave characteristics, and other site specific characteristics. Analysis shall incorporate data compiled in other completed Tasks such as tidal datums, historic storm surge elevations, wind records, critical fetch lengths, existing bathymetric data, etc. Firm shall perform empirical wave modeling to determine probable wave characteristics (e.g. wave heights and periods) during average conditions and varying-level storm events. Conditions shall include tides and storm The analyses shall provide the coastal conditions necessary to perform preliminary engineering design of breakwater structures and living shoreline features (e.g. crest height, slopes, orientation, etc.) and allow the project team to preliminarily assess the risks associated with varying design conditions.	1. Results of coastal conditional analysis to be incorporated into Task 2.3	$19,840.00
Task 2.3: Basis of Design Report & Final Decision/Risk Matrix	Firm shall develop a Basis of Design Report and decision/risk matrix for sites A, B, and C. Report shall include/address at least the following items: grant requirements, project goals, project constraints, existing conditions, risks, findings from other completed Tasks, project concepts, sea level rise, construction materials, survivability, constructability, permitting, initial public comments, habitat assesment plan, etc. Habitat Assement plan shall take into consideration proposed/ongoing monitoring of other large scale living shoreline projects in Pensacola Bay and along the gulf coast. Firm will develop site specific project concepts to be evaluated for sites A, B, and C based on the Firm's costal engineering experience and initial findings of other completed Tasks. Firm will evaluate the most likely sea level rise scenario over the projected lifespan of the project based on best available science. Firm shall evaluate and rank project concepts based on the developed decision/risk matrix. All data and documents compiled, collected, and/or reviewed under other Tasks shall be incorporated.	1. Draft/final Basis of Design Report for Sites A, B, & C 2. Draft/final Decision/Risk Matrix for Sites A, B, & C	$37,060.00
Task 3: Engineering Design & Plan Development			
Task 3.1: 30% Construction Drawings & Specifications	Based upon the selected alternative by the County, the firm will prepare 30% construction drawings and specifications. Firm will present submittal to key stakeholders; County will collect public comment to incorporate with county comments on submittal; Firm will acquire NAS letter of concurrence; Firm will provide Engineer's Opinion of Probable Cost.	1. 30% Construction Drawings & Specifications for Sites A, B, & C 2. Engineer's Opinion of Probable Cost for Sites A, B, & C 3. NAS Letter of Concurrence	$32,200.00
Task 3.2: 60% Construction Drawings & Specifications	Based on Escambia County's review of the 30% drawings and comments from the regulatory agencies and public, the firm will prepare 60% construction drawings and specifications. The 60% package will include furtherance of the 30% design, technical specifications outline, and a revised OPCC. Firm will present submittal to key stakeholders; County will collect public comment to incorporate with county comments on submittal; Firm will acquire NAS letter of concurrence; Firm will provide Engineer's Opinion of Probable Cost.	1. 60% Construction Drawings & Specifications for Sites A, B, & C 2. Engineer's Opinion of Probable Cost for Sites A, B, & C 3. NAS Letter of Concurrence	$42,315.00
Task 3.4: 100% Construction Drawings, Specifications, & Bid Documents	Based on Escambia County's review of the 90% drawings and comments from the regulatory agencies and public, the firm will prepare 100% construction drawings and specifications. The 100% package will include final design, technical specifications, and a revised OPCC. Firm will host conference call to present submittal to key stakeholders; Firm will acquire NAS letter of concurrence; Firm will provide Engineer's Opinion of Probable Cost.	1. 100% Construction Drawings & Specifications for Sites A, B, & C 2. Engineer's Opinion of Probable Cost for Sites A, B, & C 3. Draft/Final Bid Documents 4. NAS Letter of Concurrence	$35,505.00
Task 4.1: Public Meeting @ 30% Design	County to publicize & organize; County will secure facility; Firm will present design with support from Escambia County & answer questions; County will compile attendance and summarize any comments.	1. Participation and presentation	$9,700.00
Optional Services			$217,480.00 **Total Base Services**

Exhibit "C"

Task	Description	Deliverables		
Task 4: Stakeholder Outreach / Public Engagement				
Task 4.1: Public Meeting Prior to Finalization of Site Design & Permit Application Submittal	County to publicize & organize; County will secure facility; Firm will present design with support from Escambia County & answer questions; County will compile attendance and summarize any comments.	1. Participation and presentation	$9,700.00	
Task 4.1.1: Additional Public Meeting(s)	County to publicize & organize; County will secure facility; Firm will present design with support from Escambia County & answer questions; County will compile attendance and summarize any comments.	1. Participation and presentation	$9,700.00	
Task 5: Optional Engineering Services				
Task 5.1: Geotechnical Survey	Firm shall conduct the geotechnical survey according to the approved final. Geotechnical survey shall be adequate to support design of Sites A, B, & C. Results of the assessment will be incorporated into the Task 2.3 Basis of Design Report.	1. Geotechnical survey report 2.Results of geotechnical survey to be incorporated into Task 2.3	$58,665.00	
Task 5.1.1: Geotechnical for up to two Borrow Sites	Geotechnical survey and testing for up to two Borrow Sites shall be adequate to support design and permitting of up to two borrow sites. Sample Testing shall include testing for RCRA metals, zinc, copper, nickel, hardness, PAHs & TRPH, triplicate samples for SPLP and elutriate samples. Results of the assessment will be incorporated into the Task 2.3 Basis of Design Report.	1. Geotechnical survey report 2.Results of geotechnical survey to be incorporated into Task 2.3	$15,300.00	
Task 5.2 Allowance for Topographic or Boundary Survey	Firm shall provide limited surveying services for topographic or boundary surveys. All surveys shall meet minimum Florida standards.	1. Topographic or boundary survey(s)	$42,135.00	NTE
Task 5.3: Allowance for Bathymetric Survey	Firm shall conduct the bathymetric survey according to the approved final. Bathymetric survey shall be adequate to support design of Sites A, B, & C. Survey shall meet minimum Florida standards.	1. Bathymetric survey	$37,338.00	NTE
Task 5.4: Hydrodynamic Analysis	Firm will perform hydrodynamic assessment/analysis to determine the effect of the proposal living shoreline on tidal exchange / flushing within the project areas. The assessment shall include Sites A, B, C, and borrow site(s), as necessary. The tidal exchange/hydrodynamic study will include numerical or empirical tidal exchange analysis of the proposed areas to determine the tidal exchange within the lee of any proposed structures (e.g. reefs, breakwaters, etc.) for mean tide conditions. Results of the assessment will be incorporated into the Task 2.3 Basis of Design Report.	1. Results of hydrodynamic analysis to be incorporated into Task 2.3	$39,500.00	
Task 5.5: Sediment Transport & Shoreline Change Modeling	Firm will perform modeling to assess the effects of the proposed living shoreline project on sediment transport and anticipate any resulting shoreline changes. The assessment shall include Sites A, B, C, and borrow site(s), as necessary. Results of the assessment will be incorporated into the Task 2.3 Basis of Design Report.	1. Results of modeling to be incorporated into Task 2.3	$25,500.00	
Task 5.6: Engineering Design & Plans Development for one Borrow Site	Firm shall perform required engineering & plans development necessary to support incorporation of borrow site(s) to acquire clean sand to be used for construction.	1. Design & specifications	$12,260.00	
Task 5.6.1: Engineering Design & Plans Development for one additional Borrow Site	Firm shall perform required engineering & plans development necessary to support incorporation of borrow site(s) to acquire clean sand to be used for construction.	1. Design & specifications	$12,260.00	
Task 5.7: Allowance Limited Construction Support	Firm will provide limited engineering support during construction (e.g. review shop drawings, interpretation of plans, adaptive management, etc.)	1. Participation in Pre-Bid Meeting 2. Reponse to RFI's 3. Bid Tabulation 4. Bid recommendation	$23,960.00	It is not recommended that this task be removed. This can make the difference in a successful project
Task 5.8: As-Built Certification				Part of Construction Budget
Task 5.8.1: Site A	Firm shall provide as-built certification for Site A	1. As-Built Certification- Based on Contractor Redlines- No Survey	$3,995.00	Part of Construction Budget
Task 5.8.2: Site B	Firm shall provide as-built certification for Site B	1. As-Built Certification- Based on Contractor Redlines- No Survey	$4,395.00	Part of Construction Budget
Task 5.8.3: Site C	Firm shall provide as-built certification for Site C	1. As-Built Certification- Based on Contractor Redlines- No Survey	$3,995.00	Part of Construction Budget
Task 5.8.4: One Borrow Site	Firm shall provide as-built certification for one Borrow Site	1. As-Built Certification- Based on Contractor Redlines- No Survey	$4,395.00	Part of Construction Budget
Task 5.8.4: One additional Borrow Site	Firm shall provide as-built certification for one additional Borrow Site	1. As-Built Certification- Based on Contractor Redlines- No Survey	$4,395.00	Part of Construction Budget
Task 5.9: Limited Bid Support	Firm will participate in pre-bid meeting and assist with responses to contractor questions.	1. Participation in Pre-Bid Meeting 2. Draft/Final Response to Contractor(s) Questions 3. Bid Tabulation 4. Bid Recommendation	$11,900.00	Part of Construction Budget
Task 6: Optional Data Collection				
Task 6.1: Optional Data Collection Allowance	Optional data collection allowance may include Habitat Assesment, Evaluation of Reference Sites, SRP Stressors & project specific recommendations, pre/post construction monitioring plan and /or other items detemined to be required for the project design, permitting or construction.	1. TBD	$63,600.00	NTE
Task 7: Permitting & Compliance				
Task 7.1: Permitting & Compliance for Sites A, B, & C	Firm will obtain all required local, state, and federal regulatory authorizations required for construction of Sites A, B, & C. At a minimum, authorization from both the Florida Department of Environmental Protection and U.S. Army Corps of Engineers shall be required for this project. Firm will coordinate and attend pre-applications with agencies prior to finalizing the Task 2.3 Basis of Design final report. Firm shall provide all required permit applications, plans, and specifications. Permit applications shall be submitted after the 60% design has been finalized. Firm shall prepare all responses to any requests for additional information (RAIs) received.	1. Summary of pre-application meetings 2. Permit applications 3. Response(s) to RAI(s) 4.Required local, state, and federal regulatory authorizations 5. Draft Section 408 Analysis 6. Assumes no 404 water quality testing of sediment required 7. All permit fees to be paid by owner 8. SAV Surveys provided by Owner 9. Letter EFH Assesment	$85,260.00	1. Pre Application Meeting and prepare minutes $1,600.00 2. Prepare Draft Biological Assessment $30,000.00 3. Prepare Permit Application Package $10,000.00 4. Attend Agency Field Reviews (two) $3,200.00 5. Respond to RAI's (two) $5,000.00 6. Prepare Draft Section 408 Analysis $20,000.00 7. Prepare EFH Letter Assessment $10,460.00 8. Response to Public Comments $5,000.00 Total $85,260.00
Task 7.2: Permitting & Compliance for one Borrow Site	Firm will obtain all required local, state, and federal regulatory authorizations required for acquisition of fill materials (e.g. sand, etc.) At a minimum, authorization from both the Florida Department of Environmental Protection and U.S. Army Corps of Engineers shall be required for this project. Firm will coordinate and attend pre-applications with agencies prior to finalizing the Task 2.3 Basis of Design final report. Firm shall provide all required permit applications, plans, and specifications. Permit applications shall be submitted after the 60% design has been finalized. Firm shall prepare all responses to any requests for additional information (RAIs) received.	1. Summary of pre-application meetings 2. Permit applications 3. Response(s) to RAI(s) 4.Required local, state, and federal regulatory authorizations 5.Draft Section 408 Analysis 6. Assumes no 404 water quality testing of sediment required 7. All permit fees to be paid by owner 8. SAV Surveys provided by Owner 9. Letter EFH Assesment	$29,660.00	1. Modify Draft Biological Assessment $7,000.00 2. Modify Permit Application Package $5,000.00 3. Respond to RAI's (two) $2,500.00 4. Modify Draft Section 408 Analysis $6,500.00 5. Modify EFH Letter Assessment $6,160.00 6. Response to Public Comments $2,500.00 Total $29,660.00
Task 7.2.1: Permitting & Compliance for one additonal Borrow Site	Firm will obtain all required local, state, and federal regulatory authorizations required for acquisition of fill materials (e.g. sand, etc.) At a minimum, authorization from both the Florida Department of Environmental Protection and U.S. Army Corps of Engineers shall be required for this project. Firm will coordinate and attend pre-applications with agencies prior to finalizing the Task 2.3 Basis of Design final report. Firm shall provide all required permit applications, plans, and specifications. Permit applications shall be submitted after the 60% design has been finalized. Firm shall prepare all responses to any requests for additional information (RAIs) received.	1. Summary of pre-application meetings 2. Permit applications 3. Response(s) to RAI(s) 4.Required local, state, and federal regulatory authorizations 5.Draft Section 408 Analysis 6. Assumes no 404 water quality testing of sediment required 7. All permit fees to be paid by owner 8. SAV Surveys provided by Owner 9. Letter EFH Assesment	$29,660.00	1. Modify Draft Biological Assessment $7,000.00 2. Modify Permit Application Package $5,000.00 3. Respond to RAI's (two) $2,500.00 4. Modify Draft Section 408 Analysis $6,500.00 5. Modify EFH Letter Assessment $6,160.00 6. Response to Public Comments $2,500.00 Total $29,660.00
Task 8: Archeological Review & SHPO Coordination				

Task 8.1: Archeological Review & SHPO Coordination for Sites A, B, & C	Firm will coordinate/facilitate initial project review(s) and response(s) from Florida Department of State Division of Historical Resources (SHPO) for Sites A, B, & C. Coordination will be complete prior to finalizing the Task 2.3 Basis of Design final report.	1. SHPO Response Letter(s)		$10,300.00
Task 8.2: Phase I Cultural Resource Assessment Survey & Report for Site A	Firm shall perform phase I cultural resource assessment survey for Site A, if required. Survey shall meet all state and federal requirements.	1. Phase I cultural resource assessment survey & report cultural/archeological clearance	2. State & federal	$5,550.00
Task 8.3: Phase I Cultural Resource Assessment Survey & Report for Site B	Firm shall perform phase I cultural resource assessment survey for Site B, if required. Survey shall meet all state and federal requirements.	1. Phase I cultural resource assessment survey & report cultural/archeological clearance	2. State & federal	$6,300.00
Task 8.4: Phase I Cultural Resource Assessment Survey & Report for Site C	Firm shall perform phase I cultural resource assessment survey for Site C, if required. Survey shall meet all state and federal requirements.	1. Phase I cultural resource assessment survey & report cultural/archeological clearance	2. State & federal	$5,550.00
Task 8.5: Archeological Review & SHPO Coordination for one Borrow Site	Firm will coordinate/facilitate initial project review(s) and response(s) from Florida Department of State Division of Historical Resources (SHPO) for borrow site(s). Coordination will be complete prior to finalizing the Task 2.3 Basis of Design final report.	1. SHPO Response Letter(s)		$7,550.00
Task 8.5.1: Archeological Review & SHPO Coordination for one additional Borrow Site	Firm will coordinate/facilitate initial project review(s) and response(s) from Florida Department of State Division of Historical Resources (SHPO) for borrow site(s). Coordination will be complete prior to finalizing the Task 2.3 Basis of Design final report.	1. SHPO Response Letter(s)		$7,550.00
Task 8.6: Phase I Cultural Resource Assessment Survey & Report for one Borrow Site	Firm shall perform phase I cultural resource assessment survey for one borrow site, if required. Survey(s) shall meet all state and federal requirements.	1. Phase I cultural resource assessment survey & report cultural/archeological clearance	2. State & federal	$5,550.00
Task 8.6.1: Phase I Cultural Resource Assessment Survey & Report for one additional Borrow Site	Firm shall perform phase I cultural resource assessment survey for one borrow site, if required. Survey(s) shall meet all state and federal requirements.	1. Phase I cultural resource assessment survey & report cultural/archeological clearance	2. State & federal	$5,550.00
				$581,473.00 Total Optional Services

$305,798.00	Required Optional Services
$110,240.00	Optional Services that May be Required
$165,435.00	Optional Services that will be completed by County or be part of the Construction Budget

Client#: 25392 VOLKINCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

002563, A+, XV
004461, A++, XV
002350, A, XV

CONTACT NAME: Katie Kresner
PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082
E-MAIL ADDRESS: Katie.Kresner@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : Travelers Prop Casualty Co of America	25674
INSURER C : Lexington Insurance Company	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Volkert, Inc.
11 N. Water Street Ste 18290
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER: 18-19** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO013838004	11/01/2018	11/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	X AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP013837904	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			ZUP91M6938718NF	11/01/2018	11/01/2019	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC013838104	11/01/2018	11/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Professional Liability			027015038	07/28/2018	07/28/2019	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Pensacola Bay Living Shoreline; 1033000.WFE.
Escambia County is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

APPROVED
By Bob Dye at 7:36 am, Mar 26, 2019

CERTIFICATE HOLDER

Escambia County
213 S. Palafox Place, 2nd Floor
Pensacola, FL 32502-5822

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D. H. Collings

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16475 **County Administrator's Report 12. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Interfund Loan - Mass Transit
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Ongoing Interest Free Interfund Loan Between the General Fund (001) and the Mass Transit Fund (104) - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action:

A. Approve an ongoing revolving interfund loan from the General Fund (001) to the Mass Transit Fund (104), in an amount not to exceed $3,500,000, to cover annual cash shortfalls until Grant reimbursements are received; and

B. Waive all interest payments on any outstanding balance on this revolving interfund loan.

This interfund loan request is necessary because the Federal Transit Authority (FTA) requires payment and then reimburses the County. Currently, Mass Transit is working with the FTA on the 2019 5307 Application. Once the Grant is in concurrence, it will be awarded in the amount of $3,533,657. Prior to award, the Department of Labor will review the application for 15 days. It is anticipated that funds will be available for draw around the August 9th time frame. The 2019 Certs and Assurances were PINNED on 06/28/2019. The Certs and Assurances were provided later in the year than what is typical because of the Government shut down earlier this year.

BACKGROUND:

This Board action will allow an ongoing cash loan to be made from the General Fund to the Mass Transit Fund on an as-needed basis. Loan proceeds are then repaid back to the General Fund when the FTA Grant Funds are received, usually in the July/August time frame each year, which will increase the cash balances in the Mass Transit Fund.

This interfund loan request is necessary because the Federal Transit Authority (FTA) requires payment and then reimburses the County. Currently, Mass Transit is working

with the FTA on the 2019 5307 Application. Once the Grant is in concurrence, it will be awarded. Prior to award, the Department of Labor will review the application for 15 days. It is anticipated that funds will be available for draw around the August 9th time frame. The 2019 Certs and Assurances were PINNED on 06/28/2019. The Certs and Assurances were provided later in the year than what is typical because of the Government shut down earlier this year.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Interfund Loans to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mass Transit Interfund Loan Backup

MASS TRANSIT:

Expense:	**ECAT**
October	705,481.73
November	963,113.18
December	975,861.10
January	1,094,098.29
February	1,183,728.11
March	722,828.24
April	1,297,869.17
May	1,193,568.74
June	977,827.94
Total Expense:	**9,114,376.50**

Revenue:	**Farebox**	**Grants**	**Advertising**	**County Vehicle Maint.**	**LOFT**	**Misc. Rev.**
October	81,488.27	0.00	22,712.80	27,661.96	0.00	4,343.53
November	86,782.89	0.00	45,675.50	21,039.57	403,174.81	4,335.74
December	73,596.91	0.00	15,555.24	17,205.59	299,982.10	5,202.92
January	88,628.29	(4,533.52)	78,121.40	29,720.58	523,707.79	16,272.65
February	82,130.32	(1,107.30)	19,596.00	28,773.30	362,945.46	12,715.94
March	81,939.99	0.00	16,735.00	13,710.77	397,982.50	5,439.38
April	88,091.03	0.00	41,053.00	27,961.68	361,585.52	7,602.60
May	90,365.20	314,821.51	18,380.10	27,554.51	423,461.41	8,363.80
June	63,026.72	(15,769.68)	0.00	0.00	285,488.09	48,668.50
Total:	**736,049.62**	**293,411.01**	**257,829.04**	**193,627.96**	**3,058,327.68**	**112,945.06**

Total Revenue:	**4,652,190.37**
Fund Balance:	**1,765,775.00**
Interfund T-fer (current)	**2,500,000.00**
Current Revenue Position	**8,917,965.37**

Net Revenue/Expense	**(196,411.13)**

Grant Draws:

Name:	**Amount:**	**Source:**	**Year:**
Preventative Maint.	**630,440.00**	5307	FY2019
ADA	**342,962.00**	5307	FY2019
Operating Assistance	**2,490,233.00**	5307	FY2019
Preventative Maint.	**300,000.00**	Flex Funds	FY2019
Paratransit TRIP	**604,177.00**	5307	FY2019
Total Grants:	**4,367,812.00**		

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16486 **County Administrator's Report 12. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: FAMU National Alumni Association Pensacola Chapter
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to FAMU National Alumni Association Pensacola Chapter - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $1,000 from Commissioner Lumon May's discretionary fund to support FAMU National Alumni Association Pensacola Chapter.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The funding is in support of the FAMU vs. Southern University double header baseball game held at the Pensacola Maritime Park on Saturday, May 25, 2019.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with the FAMU NAA Pensacola organization to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16487 **County Administrator's Report 12. 38.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Onbikes Pensacola Funding Allocation
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to Onbikes Pensacola - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $1,000 from Commissioner Lumon May's discretionary fund to support Onbikes Pensacola.

[Funding: Fund 001, Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The funding is in support of Onbikes Pensacola's mission to provide as many bikes and helmets as possible to underprivileged children in Pensacola.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with the Onbikes Pensacola organization to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16490 **County Administrator's Report 12. 39.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Funding Allocation for OnBikes Pensacola
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to OnBikes Pensacola - Commissioner Robert Bender, District 4

That the Board approve the $1,000 funding allocation from both Commissioner Robert Bender and Commissioner Jeff Bergosh's discretionary funds, for OnBikes Pensacola to purchase new bicycles, helmets, and locks for children along the Gulf Coast.

[Funding: Fund 001, Board of County Commissioners Cost Center 110101, Outside Agencies Object Code 58201]

BACKGROUND:

OnBikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. Walker and his friends set out with a goal to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, Onbikes has given over 1,500 bikes and countless smiles to children in Pensacola. Bikes have been provided to children in the Families First Foster Care Program, the Boys and Girls Club, Escambia County Schools, the Ronald McDonald House, and Big Brothers Big Sisters of Northwest Florida. Almost all of the children were receiving bikes for the very first time.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget that was approved by the Board in September 2018, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Bender's office will coordinate with Onbikes Pensacola to obtain the necessary paperwork to process the payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16488 **County Administrator's Report 12. 40.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Bob Sikes Toll Booth Funding Allocation for the 4th of July Weekend
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratifying the Bob Sikes Toll Booth Funding Allocation for the 4th of July Weekend - Commissioner Robert Bender, District 4

That the Board approve and ratify Commissioner Robert Bender allocating $65,000 from his Intern discretionary money to reimburse the Bob Sikes Toll Booth revenue when tolls were lifted to allow our residents and visitors to enjoy Pensacola Beach without sitting in traffic or being concerned about how much it would cost during the 4th of July holiday weekend, July 4-7, 2019.

[Funding: From Fund 001, Cost Center 110101, Object Code 53401, to Revenue Account 344601, Bob Sikes Toll Revenue]

BACKGROUND:

After seeing an increase in the amount of traffic headed to Pensacola Beach on recent weekends, Commissioner Bender wanted people to enjoy their 4th of July weekend and not worry about how much they would be charged to go through the Bob Sikes toll booth. As a result, the time it took to travel from Fairpoint Drive in Gulf Breeze to Pensacola Beach was sufficiently shortened.

BUDGETARY IMPACT:

On June 2, 2015, the Board voted to establish an Intern program and allocated $50,000, $10,000 for each Commissioners' office, to fund this program. In the Fiscal Year 2015-2016 Budget and every budget thereafter, each Commissioner has received $20,000 to use for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a request for a journal entry to move the money will be made to the Clerk of the Circuit Court and Comptroller's Office.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16472 **County Administrator's Report 12. 41.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Derelict Vessel Removal Grant Agreement (No. 18337) with the Florida Fish and Wildlife Conservation Commission
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Derelict Vessel Removal Grant Agreement with Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips"Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 18337, relating to the Derelict Vessel Removal Grant for Fiscal Year 2018-2019, which provides up to $3,750 in Grant funding from FWC combined with Escambia County's in-kind and matching funds, up to $10,000 from Vessel Registration Fees:

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A. Approve and authorize the Chairman to sign FWC Agreement No. 18337 and any subsequent Amendments, such as no-cost time extensions, pending Legal review and sign-off, without further action of the Board; and

B. Authorize the Project Manager (or designee) to sign documents relating to the implementation and/or completion of the Agreement.

Note: The County Attorney's Office has requested that the Board be made aware of the following language:

- Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."
- Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at

the time of Supplemental Budget Amendment. Match of in-kind services and cash match from Vessel Registration Fees]

BACKGROUND:

Florida Fish and Wildlife Conservation Commission (FWC) announced a Derelict Vessel Final Removal Funding Opportunity Grant Round 3, to fund removal of vessels that have been declared “derelict” by law enforcement officers pursuant to Florida Statutes. Escambia County Marine Resources Division (MRD) has identified vessels that may be eligible for removal and has requested declaration by FWC Law Enforcement.

Escambia County Department of Natural Resources Management, Marine Resources Division, has estimated and determined derelict vessel removal costs, and per BCC action at its meeting on June 20, 2019, submitted the Grant Application. As required by FWC, Escambia County will provide matching funds (minimum of 25%) from Fund 110, Cost Center 220807. Natural Resources Management will also provide project management for in-kind match.

The Marine Resources Division has obtained written price quotes for work to be completed by contractor. The lowest price quote for removal of the derelict vessel (40ft Chris Craft) is $5,000, therefore, FWC will reimburse Escambia County $3,750. Escambia County's cash match funds will be provided by the County portion of Vessel Registration Fees.

BUDGETARY IMPACT:

Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. Match of in-kind services and cash match from Vessel Registration Fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

No additional impact to personnel related to this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Poicy II.A.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement.

Attachments

FWC 18337

BCC Resume 06202019

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

ORIGINAL

AGREEMENT NO. 18337

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Derelict Vessel Removal Grant	**CSFA No(s).:** 77005
State Award No(s).: 18337	**State Award Year(s):** 2018-2019
State Award Name(s): Escambia County Derelict Vessel Removal Project (2)	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Escambia County BOCC, FEID # 59-6000598, whose address is 3363 West Park Place, Pensacola, Florida 32505, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to remove derelict vessels from the waters of the state; and,

WHEREAS, Grantee has been awarded Bulk Derelict Vessel Removal Grant 18337; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 11/30/2019. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $3,750.00.

B. Payments. The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. RETURN OR RECOUPMENT OF FUNDS.

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

A. Commission Termination. The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct. This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. Termination – Other. The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Termination - Funds Unavailability. In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. Grantee Discontinuation of Activities upon Termination Notice. Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

A. Financial Consequences. In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:	**FOR THE GRANTEE:**
Grant Manager	Grant Manager
Phil Horning	Mr. Robert Turpin
Derelict Vessel Program Administrator	Escambia County BOCC, Florida
Fish and Wildlife Conservation Commission	Manager Marine Resources
620 S. Meridian Street, Room 235I	3363 West Park Place
Tallahassee, Florida 32399	Pensacola, Florida 32505
(850) 617-9540 Direct	(850) 5545869 Office
(850) 488-9284 Fax	(N/A)
Phil.Horning@MyFWC.com	RKTurpin@MyEscambia.com

11. AMENDMENT.

A. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders. The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulation. The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. Commission Rights to Undertake and Award Supplemental Agreements. Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

A. Authority. Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. Grantee Payments to Subcontractor. If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. Commission Right to Reject Subcontractor Employees. The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor. If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees and Conflict of Interest. This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. Certain Violations of Federal Criminal Law. If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.

iv. 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 Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission 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 public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. Grantee Responsibilities. The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Grantee Books, Documents, Papers, and Records. The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Grantee Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Grantee Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. Debarment and Suspension Contractor Federal Certification. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, 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, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars. As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials. Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping. If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. Termination for Breach. For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
SIGNATURE	SIGNATURE
Name: Lumon J. May, Chairman	Name:
Title:	Title:
Date:	Date:

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:

Date: 7/10/15

Approved as to form and legality by FWC Attorney:

SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts
Exhibit	1	Federal and State Funding Detail
Attachment	C	Cost Reimbursement Contract Payment Requirements
Attachment	D	Derelict Vessel Removal Best Management Practices
Attachment	E	Letter of Return on Investment for the State
Attachment	F	Sample Invoice Form
Attachment	G	Monthly Progress Report
Attachment	H	Certificate of Completion

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Derelict Vessel Removal	**FWC Contract No.**	18337

1. PROJECT DESCRIPTION

A. Purpose: The purpose of this project is to remove one derelict vessel from the public waters of the state within the jurisdiction of Escambia County, Florida.

B. Project Benefits: The removal of this derelict vessel will improve boating safety by removing a hazard to navigation. This project will also help to restore sensitive marine resources and improve water quality.

2. DELIVERABLE(S) Remove 1 derelict vessel

A. Tasks: The Grantee shall provide all labor, equipment, and materials to remove each derelict vessel listed below from the public waters of the state within the jurisdiction of Escambia County and properly dispose of the vessels in the designated disposal location:

1) FWNW19OFF000866
Description: 30’ White Chris Craft Cab Cruiser Reg: FL9377FV
HIN: CCHEC058M83K
Location: 30 22.41498(N) / 087 18.573(W)
Disposal: Landfill

B. Documentation used as evidence of performance: The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed, the disposition of each derelict vessel, and photographs that document the condition of each vessel prior to removal, the removal process for each vessel, and the final disposition of each vessel.

3. FINANCIAL CONSEQUENCES

The Commission may restrict payment of any or all costs for failure to complete the project as described herein within the timeframe allowed, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before November 30, 2019, before close of business may jeopardize payment of funds to the Grantee per the agreement.

4. PERFORMANCE

A. Acceptance of Agreement: The Grantee will accept the agreement and have it signed and returned to the Commission within 30 days of receipt. Failure to have the agreement returned within the specified time will render the agreement null and void. In some cases, the Commission will allow a modified return time with prior notice and approval from the Commission's Contract Manager.

B. Commencement of Work: The Grantee shall commence work on the overall project as soon as notified by the Commission of the agreement execution. Failure by the Grantee to execute the work within 60 days of agreement execution shall result in the agreement being null and void, unless prior approval for a delay is granted by the Commission's Contract Manager.

C. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee has already included in the application the quote provided by the contractor chosen for the task and the Commission will not pay to the Grantee any more than 75 percent of the quoted price for each task or 75 percent of the actual cost if less than the quoted price. The Grantee will insure that the selected contractor has adequate insurance and is qualified to do the work. A copy of the state's Derelict Vessel Removal Best Management Practices, attached as Attachment D, will provide guidance as to whether or not the selected contractor is qualified to do the work.

D. Closeout: Final receipts with required evidence of completion will be received by the Commissions Contract Manager no later than November 30, 2019.

5. COMPENSATION AND PAYMENT

A. Compensation: For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $3,750.00. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.

B. Cost Share: The Grantee agrees to provide 25% or at least $1,250.00 of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total compensation by the Commission shall be $3,750.00 or 75% of the total cost for the project whichever is less.

C. Salvage Value: The Grantee shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, not used in the construction of a permitted artificial reef site, excluding the hull. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed

from public waters. The salvage value of each vessel shall be deducted by the Grantee when determining the reimbursement request for the removal and disposal costs for each derelict vessel. Vessel hulls must be destroyed and not salvaged in whole. All salvaged materials from such vessels must be removed from the vessels before being sold for salvage. By law, such salvage values must offset the cost of removal to be allowed.

D. Forms and Documentation: The Grantee shall be reimbursed on a cost reimbursement basis in accordance with 2011 Reference Guide for State Expenditures attached hereto and made a part hereof as Attachment C.

The request for reimbursement shall include an invoice in a format similar to Attachment F, Sample Invoice Form, which shall include the FWC Agreement Number, the Grantee's Federal Employer Identification (FEID) Number, and the dates of service. The invoice shall be accompanied by Attachment H: Certificate of Completion, photographs to document project removal and completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

6. MONITORING

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission in its sole discretion determines that the Grantee failed to meet any of the terms or conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the terms of the Agreement.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the removal of project vessels. The Grantee shall notify the Commission's Contract Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Contract Manager, or designee, shall inspect the work accomplished on the project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment. All derelict vessel removal sites will be inspected by a Commission officer to verify the complete removal of the vessel as described in the Agreement.

C. Project Progress Reports: The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the project, and identifying any problems that may have arisen and actions taken to correct such problems. Such reports shall be submitted on the Project Monthly Progress Report Form attached hereto and made a part hereof as Attachment G. Reports are due to the Commission's Contract Manager by the 15th of the month immediately following the reporting period until the Certificate of Completion is submitted.

D. Best Management Practices: The Grantee shall ensure that the contractor chosen to complete the tasks as indicated in this Scope of Work are both able and instructed to follow state Derelict Vessel Removal Best Management Practices (BMPs), (Attachment D). Failure to follow these BMPs may subject both the contractor and the Grantee to State or Federal fines and penalties if it is shown that these practices were not followed.

A. Certificate of Completion: Upon completion of the Project, the Contract Manager for the Grantee shall sign a Certificate of Completion form, Attachment H, attached hereto and made a part hereof, that certifies the project was completed in accordance with this Scope of Work and the Agreement. For reporting purposes this project will be submitted to the Executive Office of the Governor, a Letter of Return on Investment for the State is attached hereto and made part thereof as Attachment E to this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

8. SUBCONTRACTS

No additional requirements. Refer to Section 14 of the Agreement.

9. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

10. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

11. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 21 of the Agreement.

12. NON-EXPENDABLE PROPERTY

No additional requirements. Refer to Section 12 of the Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

No additional requirements. Refer to Section 12 of the Agreement.

Attachment B
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment B –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	N/A	
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
	N/A

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.005	FWC Derelict Vessel Removal Grant Program	$3,750.00
	Total State Awards	$3,750.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.005	Must adhere to FWC Derelict Vessel Removal Grant Program Guidelines (June 2016)

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

Best Management Practices for DV removal

Derelict Vessel Removal Process

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:
1. The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

General Derelict Vessel Removal and Environmental Protection Best Management Practices

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contact for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be

installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating or Lightly Aground:

    1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
    2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

    1. The vessel is to be approached using shallow draft vessels.
    2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken in Shallow Water:

    1. Install and inflate flotation bags as needed.
    2. Lift the vessel with barge mounted crane or similar equipment.

Florida Fish and Wildlife Conservation Commission

Commissioners
Bo Rivard
Chairman
Panama City

Robert A. Spottswood
Vice Chairman
Key West

Joshua Kellam
Palm Beach Gardens

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Michael W. Sole
Tequesta

Executive Staff
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: (850) 488-4676

Hearing/speech-impaired:
(800) 955-8771 (T)
(800) 955-8770 (V)

MyFWC.com

To: FWC Contract 18337 Escambia County, Florida
From: Phil Horning, Contract Manager
RE: Return on Investment Reporting

This Memorandum is to document the Return of Investment reporting language as mandated and approved by Florida's Executive Office of the Governor, Office of Policy and Budget, in to FWC Contract 18337.

Return of Investment reporting:

The ultimate objective is for the vessel(s) to be removed from the water at the earliest possible time to prevent additional removal costs and potential damage by interfering with navigation or the environment. Removing vessels at the earliest possible time reduces the cost of removing vessels at a later time when they frequently sink or break apart thereby increasing removal costs. By eliminating these hazards from navigation, there is a reduced chance of injury or death associated with a collision between a boater and a derelict vessel thereby reducing risk to the boater, county and state.

Removing a greater number of derelict vessels reduces the number of environmental incidents of pollution caused by spilled fuels and oils and the leaching of caustic chemicals into the waters of the state. A reduction of derelict vessel damage to sea grasses, corals, and other benthic resources also increases value to our states natural resources and reduces restoration costs. Derelict vessels can also be a blight on working waterfronts, resort and residential areas. This blight can negatively affect the economy of these areas including use, sales and tourism.

Analysis at the program's conclusion will list the number of derelict vessels and/or total linear feet removed for both individual counties and the statewide total. The average cost for vessels removed and the average cost per linear foot will also be included. The report will measure the percentage of derelict vessels removed for both counties and the entire state based on the pre-program totals as listed in the Statewide Derelict Vessel Database.

INVOICE

Attachment F

Billed to:

Fish and Wildlife Conservation Commission
FWC Derelict Vessel Removal Grant Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: Escambia County BOCC
FEID #: 59-6000598
Address: 3363 West Park Place, Pensacola, Florida 32505

Invoice No. 18337

Invoice Date:
FWC Contract #: FWC-18337
Amount of Grant Award: $3,750.00

Billing Period/Dates of Service:

From: _____
(Date Contactor Began Work)
To : _____
(Date Contractor Completed Work)

PROJECT COSTS:

In-kind Services – Non-cash expenses:	**Amount**
In-kind service: Administration	$
In-kind service: Project Management	$
In-kind service: Other	$
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	**Amount**
Vessel 1 FWNW19OFF000866	$ 5,000.00
	$
	$
	$
	$
	$
	$
	$

Total Project Cost:		$5,000.00
Grantee Share (25%):	–	$1,250.00
Amount for Reimbursement:		$3,750.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____ Date: _____
Project Manager

FLORIDA DERELICT VESSEL REMOVAL GRANT PROGRAM
PROJECT PROGRESS REPORT

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # 18337 **Reporting Period (Month/Year):** _____
(Due 15 days after the end of each month)

Grantee: Escambia County BOCC

Project Title: **Escambia County** Derelict Vessel Removal Project (2)

1. **Describe progress of project, including percent completed for each task in the Scope of Work:**

2. **Is project currently on schedule for completion by Phase I due date? YES ☐ NO ☐**
   Anticipated Phase I completion date: _____
   (If project is not on schedule, please explain any problems encountered and/or possible delays)

3. **Reporting requirements: (Check all that have been submitted to date)**

   ☐ **Bid package**
   ☐ **Bid tabulation**
   ☐ **Progress photographs**
   ☐ **Final photographs**
   ☐ **Draft acknowledgement**

_____ _____
Project Manager **Date**

_____ _____
Print Name **Phone**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Derelict Vessel Removal Grant Program

CERTIFICATION OF COMPLETION STATEMENT

I, Robert Turpin,

Representing the Escambia County BOCC, do hereby certify that the FWC Derelict Vessel Removal Grant Program project funded by FWC Contract No.18337, has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____

(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve, and authorize the Director for the Department of Natural Resources Management to sign, Grant Applications relating to the Florida Fish and Wildlife Conservation Commission (FWC) Derelict Vessel Final Removal Funding Opportunity Program, with local matching funds from Vessel Registration Fees, up to $10,000.

   [Funding: Escambia County's cash match will be provided from Fund 110, Other Grants and Projects; Cost Center 220807, Vessel Registration Fees.]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

6. Recommendation: That the Board take the following action concerning the Professional Services Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners, regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

   A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

   B. Authorize the Chairman to execute the Agreement.

   [Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003.]

Motion: Move the Item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16463 **County Administrator's Report 12. 42.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Contract Award for 911 Wide Area Network
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for 911 Wide Area Network - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Agreement between Escambia County, Florida, and Uniti Fiber, LLC, per the terms and conditions of PD 18-19.044, 911 Wide Area Network at the rate of:

Option 2: 100 Mbps Ethernet Diverse Path Dual Entrance
60 months: $1075 per month, per site / 3 sites $3,225
Add Ons:
60 month: $775 per month, for all sites
Total monthly cost: $4,000
Total for 60-month Contract: $240,000

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER

[Funding: Fund 145 (E-911), Cost Center 330404]

BACKGROUND:

Escambia County utilizes a geo-diverse 9-1-1 system. Geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) and the Escambia County Sheriff's Office (ESO). The Pensacola Police Department (PPD) operates as a remote site. A dedicated Wide Area Network (WAN) provides network connectivity for the system.

The current WAN contract with AT&T expires in October 2019. Proposals were solicited for a dedicated, private, fully redundant, Wide Area Network to provide greater redundancy using a fiber-connected metro-area layer 2 backbone.

This Request for Proposals was publicly noticed on May 8, 2019, to 62 firms. Responses

were received from two firms on May 29, 2019. The Selection/Negotiation Committee met on June 11, 2019, to review the two responses. In as much as there were two responses, the committee compared the responses. Uniti Fiber, LLC, was presented the options that were determined to be in the best interest of Escambia County.

BUDGETARY IMPACT:

Fund 145 (E-911), Cost Center 330404

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 45 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Contract and Purchase Order.

Attachments

Original Solicitation
Addendum #1
Uniti Fiber, LLC Proposal
Register of Proposers
Proposal Analytics

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

911 WIDE AREA NETWORK

Specification Number PD 18-19.044

PROPOSALS WILL BE RECEIVED UNTIL 2:00 p.m. CDT, May 29, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail:

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
911 Wide Area Network
Specification Number PD 18-19.044

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposals and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Proposal Documents to include, Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.
- One CD or Flash Drive containing the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Certificate of Enrollment in E-Verify

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
- Placed your proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:
- If you do not wish to submit a proposal at this time, please remove the Solicitation, Offer and Proposal Form from the Proposal Solicitation Package and enter No Proposal in the "Reason for No Proposal" block, your company's name, address, signature, and return the Solicitation, Offer and Proposal Form in a sealed envelope.

This form is for your convenience to assist in filling out your proposal.
Do not return this form with your proposal.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation, Offer and Proposal Form
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work
4.1 Description of Current Operations
4.2 Proposed Project
4.3 Company Requirements
4.4 General Requirements
4.4 Vendor Responsibilities
4.5 Maintenance
4.6 Monitoring
4.7 Documentation upon Completion

4.8 Ability to meet our schedule
4.9 Vendor that has the most innovative solutions or offerings
4.10 WAN Requirements

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

911 Wide Area Network

Solicitation Number PD 18-19.044

Solicitation

MAILING DATE: May 8, 2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CDT, May 29, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

"Reason for No Proposal"

_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

Proposal Form

Provide a cost proposal detailing the monthly cost of the wide area network services identified in Appendix A and a monthly total for the three locations based on the contract periods listed below:

A. 36 months $_____

B. 60 months $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #, if applicable

_____

Type of Contractor's License, Certification, and/or Registration, if applicable

_____

Expiration Date: _____

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning this Proposal:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA
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 Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Proposal Solicitation, Offer, and 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.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.044, "911 Wide Area Network", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 proposals are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Questions

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, prnobles@myescambia.com. Last day for questions is May 17, 2019 at 5:00 p.m. CDT.

3. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

4. 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 twelve (12) months. The

contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

5. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

6. Insurance Requirements

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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings

if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

The contractor shall purchase and maintain coverage on forms no more restrictive

than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

7. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PD 18-19.044
911 Wide Area Network
Request for Proposal

PART A SUMMARY

Escambia County Public Safety, Communications Division is soliciting proposals for a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Wide Area Network provider.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to perform the scope of work that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be the County Administrator. The liaison officer shall be Andrew Hamilton CPM, ENP, Communications Chief, Escambia County Public Safety. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **lump sum for upgrading the system and monthly based maintenance agreement** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, prnobles@myescambia.com. Last day for questions is April 30, 2019 at 5:00 p.m. CST.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals	**May 8, 2019**
B. Last day for questions	**May 17, 2019 at 5:00 p.m. CDT**
D. Receipt of proposals	**May 29, 2019 at 2:00 p.m., CDT**
E. Review of proposals	**June 5, 2019 at 1:00 p.m., CDT**
F. Discussions/Ranking, if required	**June 12, 2019 at 9:00 a.m., CDT**
G. Negotiations, if required	**June 18, 2019 at 9:00 a.m., CDT**
H. Board of County Commissioners approval	**July 18, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, one CD or flash drive containing the entire proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

Proposals require submittal of a detailed Project Plan. The detailed Project Plan will include identification of key personnel (with reef construction/deployment experience), identification and description of deployment vessel(s) (name/Doc. #, size, propulsion, capacity (tonnage), navigation equipment, etc. Detailed Project Plan will include deployment capacity/capability and deployment rate. Detailed Project Plan will also include deployment techniques/ procedures and means of providing documentation of reef placement (orientation/placement coordinates/condition on the seafloor).

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.
[e] Provide reference names and phone numbers for similar projects your firm has completed

2-7 INFRASTRUCTURE

Vendor that has highest percentage of usage of their own infrastructure

Provide a detailed description of the usage of provider's own infrastructure in relation to the servicing of each individual facilities listed in Appendix A. This is infrastructure that is wholly owned by said provider and not leased, under an IRU, bartered or any other form of trade or purchase from a 3rd party provider.

For example, we are looking for the vendor that can reach as close to 100% of each facility listed in Appendix A using their own infrastructure as described above.

2-8 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Provide a cost proposal detailing the monthly cost of the wide area network services identified in Appendix A and a monthly total for the three locations based on the contract periods listed below:

1. 36 months
2. 60 months

2-9 Ability to meet our schedule

Provide a transition plan for meeting a full implementation cutover on or before September 15, 2019.

2-10 Vendor that has the most innovative solutions or offerings

Describe any innovative offerings that the County could take advantage of throughout the life of the contract.

PART III CRITERIA FOR SELECTION

The proposal will be initiated through a Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement. Final selection shall be determined to be in the best interest of Escambia County. Escambia County reserves the right to accept or reject any part of the entire proposal from the responsible proposer determined to be in the best interest of Escambia County.

The criteria used to determine the best value to the County are as follows:

Criteria	Points
Vendor that has the highest percentage of usage of their own infrastructure	20
Cost	40
Ability to meet our schedule	20
Vendor that has the most innovative solutions or offerings	20
Total Possible Score	100

PART IV SCOPE OF WORK

Escambia County Public Safety, Communications Division is soliciting proposals for a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.

4.1 Description of Current Operations

Escambia County utilizes a geo-diverse Motorola VESTA 9-1-1 system. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) and the Escambia County Sheriff's Office (ESO). The Pensacola Police Department (PPD) operates as a remote site.

4.2 Proposed Project

The vendor shall provide, manage, and monitor a dedicated, private, fully redundant, fiber network and associated equipment between the 9-1-1 host servers and 9-1-1 PSAP's with a 99.999% reliability. The network shall be a private (nonshared) Wide Area Network (WAN) specifically consisting of a fiber-connected metro-area layer 2 backbone. The task will include full installation and cutover working with the Motorola Vesta team.

A list of addresses appear in "Appendix A" of this RFP.

It is required that this network be:

- Scalable
- Highly Secure
- Cost-effective
- Highly reliable
  - 100 percent redundant with no single point of failure for facility hardware or software; and will have an Availability Factor of 99.999% or higher.
- Monitored and managed on a "24X7X365" basis
  - With alarm, reporting, and audit capabilities that allow the agency to assess conformance to contract requirements.

4.3 Company Requirements

Respondents shall demonstrate to the BCC's satisfaction that both the respondent and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the Escambia County area for the next ten (10) years. Respondents must submit, with the proposal, a copy of their most recent annual financial report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.

Respondent shall provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

The respondent must clearly describe and demonstrate experience in the following areas and identify to which system this experience applies:

- System design & implementation
- Network design, implementation & performance
- Software
- Hardware
- Gateways
- Interfaces
- Call congestion & control
- Security
- Quality of Service
- Scalable Bandwidth
- Disaster recovery
- 24X7X365 Maintenance & Support
- Documentation

4.4 General Requirements

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

- Customer desires on-line portal for reporting, modifying, and closing trouble tickets.
- **Diverse circuit connectivity with no single point of failure.**
- Redundancy within the system. All vital system modules and network connectivity shall be protected to ensure there is no single point of failure.
- The system shall be engineered such that if a component or software service fails it may be replaced or corrected without loss of call taking operations. Such unscheduled outages will not interrupt call taking operations.
- All components shall be connected to an Uninterruptable Power Supply (UPS).
- Vendor will be responsible for testing and all coordination with local telco and/or Vesta provider to ensure implementation goes smoothly.
- The Vendor must thoroughly test the entire system prior to cutover. During the testing, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the customer showing errors found and corrective action taken.
- The Vendor shall have personnel on-site for the system cutover and for at least the first 12 hours following cut-over for transitional support.

- Vendor shall remove and dispose of applicable equipment after receiving signature approval of Communications Chief or designee for each component(s)removed from PSAPs.
- Vendor is responsible for removing any unused cabling and labeling new cabling.

4.4 Vendor Responsibilities

- Full-time monitoring of equipment and system functionality, and proactive notifications of issues provided 24x7. Ability to perform both remote diagnostics and on-site maintenance support.
- A single point of contact for all issues.
- A pre-determined escalation plan for addressing network problems.
- A consolidated billing function that includes all charges on one monthly statement.
- Complete installation and testing managed by a dedicated project manager who provides updates to the Escambia County Communication Chief or designee until installation is fully accepted.
- Systems walk through of all PSAP's once cutover is complete with Communications Chief or designee.

4.5 Maintenance

Vendor shall provide maintenance 24 hours per day, seven days per week, 365 day per year.

The vendor shall provide a minimum of three (3) technicians employed directly by the vendor, located in the Escambia County region, trained and certified in the network platform and service.

- **Routine Maintenance** - Maintenance that does not affect the performance of the system and does not affect the ability to quickly and efficiently process 9-1-1 calls, but still requires attention.

    - The vendors **maximum response time is not to exceed two business days from the time the report is received.** All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Non-Critical Maintenance** - Problems of minor nature that do not affect the overall performance of the system and do not affect the ability to quickly and efficiently process 9-1-1 calls, but still require attention.

    - **The vendors maximum response time is not to exceed 24 hours from the time the complaint is received.** All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Critical Maintenance** - Problems that jeopardize or degrade any part of the system and affect the ability to quickly and efficiently process 9-1-1 calls**.**

- **The Vendors maximum physical on site response is 2 hours, on a twenty – four (24) hour basis, to include weekends and holidays.** For an outage event, remote support shall be addressing the issue within 10 minutes. All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- Failure to meet SLA's for Non-Critical and Critical Maintenance issues shall result in a credit penalty of $200.00 per hour until maintenance personnel show proven contact with the system or system representative.

- Vendor shall guarantee the availability of service assistance, repairs, and spare parts for a minimum of five (5) years after system acceptance. Critical spares shall be kept on-site. Describe what critical spares are included.

- Vendor shall be responsible for providing all equipment and parts during the service period.

- Service shall be performed with the system fully operational 99.999% of the time. The system shall not be rendered inoperable for the purpose of routine maintenance or hardware additions.

4.6 Monitoring

The Vendor shall provide a robust monitoring solution that includes active system monitoring and reporting 24 hours a day, 7 days a week, 365 days a year to quickly detect, report, diagnose, and solve solution performance problems and outages. A customer portal with monthly monitoring and diagnostic reports is preferred.

Describe in detail proposed monitoring solution.

4.7 Documentation upon Completion

Two complete sets of as-built network drawings are required.

A backroom cabinet/rack diagram shall be included in as-built documentation.

4.8 Ability to meet our schedule

Provide a transition plan for meeting a full implementation cutover on or before September 15, 2019.

4.9 Vendor that has the most innovative solutions or offerings

Describe any innovative offerings that the County could take advantage of throughout the life of the contract.

4.10 WAN REQUIREMENTS

Service shall meet or exceed Bandwidth estimates in **Appendix B** and must be capable of delivering full duplex using Layer 2 Ethernet protocol over fiber to each site.

Vendor shall provide pricing for:

- 25 mbps
- 50 mbps
- 75 mbps
- 100 mpbs

Vendor shall adhere to VESTA networking requirements as presented in **Appendix C.**

Customer desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands.

Customer is open to considering innovative alternatives to meeting our general requirements in the most cost-effective manner possible.

The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each facility on a full availability basis, 24/7.

The vendor will provide all necessary hardware and software required. As part of the proposal, the vendor will make known the space requirements for installed equipment at all sites. Network outage resolution will be coordinated with Emergency Communications Chief or designee.

The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in the proposal.

The vendor will provide critical alerts to the Emergency Communications Chief or designee via Email and/or telephone call, and notification of service outages via telephone to the Emergency Communications Chief or designee along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.

The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical service of these types. The WAN must support the transmission of QoS ("Quality of Service") and VLAN tags implemented by Escambia County between endpoints.

All equipment including but not limited to switches, cabling, connectors, etc. necessary to provide this connectivity shall be provided by the vendor. All installed

equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack. Each endpoint must be capable of operating for a minimum of 30 minutes in the event of local power failure. Specifically, the equipment providing the WAN handoff at each site must be protected by a suitably sized uninterruptable power supply (UPS).

Currently the PSAPs have either four-post or two-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.

The network must be fully operational once implemented. The term “fully operational” is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.

Appendix A

Escambia County Emergency Communications Center
6575 North “W” St
Pensacola, FL 32505

Pensacola Police Dept.
711 N. Hayne Street
Pensacola, FL 32501

Escambia County Sheriff’s Office
1700 W. Leonard St
Pensacola, FL 32501

Appendix B VESTA Bandwidth

See the following pages



ESCAMBIA COUNTY, FLORIDA

VESTA® 9-1-1 BANDWIDTH ASSESSMENT
VERSION 1.0
FEBRUARY 25, 2019
VESTA Solutions, Inc.

MOTOROLA SOLUTIONS

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REVISION HISTORY

Date	Version	Author	Change
2/25/2019	1.0	RStevenson	Initial design

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1. SYSTEM DESIGN OVERVIEW

This document identifies the WAN bandwidth requirements and Solutions Engineering services for the installation of a new VESTA 9-1-1 call processing solution for Escambia County Florida. The proposed system is configured as per table 1-1:

Location	Trunks SR / ESRP / PBX	Admin Lines	Ring-downs	Positions	Command Posts	Admin Phones
Host Site A: ECC	10	9	6	9	-	-
Host Site B: ESO	10	7	4	13	-	-
Remote PPD	-	14	14	8	-	-
Total	**20**	**30**	**24**	**30**	**-**	**-**

TABLE 1-1: LINES AND EQUIPMENT INVENTORY

Additional details related to this solution can be found in the Motorola Solutions Inc. pre-sales questionnaire and engineering drawings.

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2. SYSTEM DESIGN ASSUMPTIONS

The following assumptions were made for the overall system design and bandwidth calculations:

- Voice Compression: Use of the G.711 Codec for audio compression of calls processed with the VESTA 9-1-1 call processing system.
- Protocol Compression: No compressed Real-time Transport Protocol (cRTP) in the audio stream for calls processed with the VESTA 9-1-1 call processing system.
- WAN Type: The type of WAN to be deployed is unknown at this time.
- WAN Overhead: WAN IP traffic overhead of 30%.
- WAN Utilization: WAN link bandwidth utilization rate of 100%.
- VESTA 9-1-1 Answer Mode:
    - All CAMA trunks are configured with an Answer Mode of:
        - Shared PSAP – Trunks may be answered at multiple PSAPs across the WAN. Call is placed in queue if no call-taker is available and may receive recorded announcements. Supervision occurs only when the call is answered or the first instance of recorded announcement is played.
    - All administrative lines are configured with an Answer Mode of:
        - Shared PSAP – Lines may be answered at multiple PSAPs across the WAN. Call is placed in queue if no call-taker is available and may receive recorded announcements. Supervision occurs only when the call is answered or the first instance of recorded announcement is played.
- Operator Positions: The solution design includes 30 VESTA operator positions with locations identified in Tabe 1-1. The bandwidth caclulations in this document are based on this parameter.
- 9-1-1 Trunks (Analog and/or T1): There are 20 9-1-1 trunks that terminate on gateways at locations identified in Table 1-1. The bandwidth calculations are based on this parameter.
- SIP Trunks: The solution design includes no SIP trunks.
- Admin Lines (Analog or ISDN-PRI): There are a total of 30 Admin lines that terminate on gateways at locations as identified in Table 1-1. The bandwidth calculations in this document are based on this parameter.
- Ring Downs: The solution design includes 24 Ring Down lines.
- VoIP Phones (including VESTA Softphone): The solution design includes no VoIP phones.

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- Conferences and Transfers: Inter PSAP conference calls and transfers will be handled via WAN
    - The bandwidth estimate assumes a maximum of a four (4) party conference call per position at each PSAP. A four (4) party conference call consists of the initiating position and three (3) additional parties on a call.
    - Maximum number of simultaneous 4-party conference calls per PSAP is provided in Table 2-1.

Location	Maximum Simultaneous Conference Calls
Host Site A: ECC	5
Host Site B: ESO	7
Remote PPD	4

TABLE 2-1: MAXIMUM SIMULTANEOUS CONFERENCE CALLS PER PSAP

- CAD: 30 Kbps of ALI data will be transmitted over the IP data network to the CAD server at the remote PSAP sites.
- Mapping: VESTA Local mapping is included in this solution.
- ENS: No ESN system or associated bandwidth is provided in this solution.
- VESTA Analytics MIS: 256 Kbps of bandwidth will be allocated for data transfer between the VESTA 9-1-1 server on side B and the VESTA Analytics Server at side A. For PSAPs, 256 Kbps of bandwidth will be assigned for remote access to the Aurora server. This bandwidth is shared with Managed Services. All traffic will be tagged as best effort to avoid bandwidth congestion with RTP traffic on the inter-site link.
- Managed Services: 256 Kbps of bandwidth will be allocated for Managed Services related traffic and shared with VESTA Analytics remote user access. Managed Services will consist of Monitoring & Response, Patch Management and Virus Protection. This traffic will be tagged as best effort to avoid bandwidth congestion with RTP traffic on the link.

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3. SOLUTIONS ENGINEERING SERVICES

LAN Bandwidth calculations (No charge for new systems)

A solutions Engineer will review the proposed traffic flow for the system and re-check data network bandwidth requirements between sites in the network. If technical issues arise with the inter-site transport system, the engineer will be available to attend meetings and provide the customer with technical guidance.

NOTE: The following services are fee based services. Please check the quotation to see if this service is incuded for your system.

Network Performance Assessment

This assessment will determine if the network is VoIP ready. Testing will be conducted on a sample range of five (5) PSAPs after the 9-1-1 solution is installed and configured since positive results are contingent upon proper configuration of both LAN and wAN equipment. Motorola Solutions Inc. will load the network with traffic and benchmark the Bandwidth, Delay, Jitter and Packet Loss across multiple points. Particular focus will be on bottlenecks within the network such as a WAN connecting multiple sites. A report will be provided showing the test configuration, traffic loading and measured results.

QoS Design and Assessment

This work will include both QoS design and assessment. Testing will be conducted on a sample range of five (5) PSAPs after the 9-1-1 solution is installed and configured since positive results are contingent upon proper configuration of both LAN and WAN equipment. QoS implementation within a network is an essential requirement to ensure that voice and signaling packets are given priority over non-real time packets. This is critical for limited bandwidth congestion points within a network. Motorola Solutions Inc. will design a QoS solution for the network and configure the solution across the Motorola Solutions Inc. supplied switches and devices. The network will be loaded with simulated traffic and QoS operation will be verified. Particular focus will be on bottlenecks within the network such as a WAN connecting multiple sites. A report is provided showing the test configuration, traffic loading and measured results.

Notes:

- QoS Assessment requires Network Performance Assessment to be conducted first. QoS Assessment cannot be conducted in isolation without first verifying the network is VoIP ready.
- Network Performance and QoS Assessment services requires at least two (2) operator positions be available at each site for testing purposes.
- This sizing of Solution Engineering services assumes the testing will be conducted remotely using VPN connectivity. On-site assistance will be provided by Motorola Solutions Inc. Field Engineering.

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Network Readiness and QoS Testing Prerequisites:

1. The site VPN tunnel must be available at the beginning of the installation to permit remote access for testing.
2. Prior to testing, the 9-1-1 system and associated network equipment must be installed, configured and properly connected to the WAN.
3. Technical Support must have completed all network configuration and system checks prior to testing.
4. A minimum of two (2) operator positions must be available at each site to facilitate testing.

Additional time may be required if the roles and responsibilities change which in turn require additional services from Solutions Engineering.

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4. BANDWIDTH ESTIMATES

The following bandwidth estimates are related to the Motorola Solutions Inc. VESTA call processing solution and the associated network traffic between the sites included in the system design. The bandwidth estimates do not include network traffic associated with other 3rd party software products, IP recording, IP selective routing or other ESInet related network traffic. Point-to-point bandwidth estimates for the system are listed below in table 4-1.

Estimated Bandwidth (Mbps)	Host Site A: ECC		Host Site B: ESO		CommandPOST (Internet)	
	No Margin	20% Margin	No Margin	20% Margin	No Margin	20% Margin
Host Site A: ECC			10.56	12.67	-	-
Host Site B: ESO	8.39	10.06			-	-
Remote PPD	3.97	4.77	3.97	4.77		

TABLE 4-1: POINT-TO-POINT WAN BANDWIDTH ESTIMATES (MBPS)

Analysis of Bandwidth Requirements:

The above WAN bandwidth estimates were engineered for total system availability based on the assumption identified in Section 2.0 of this document. This scenario would occur during a critical event which triggered maximum call flow across the system with multiple operators handling multiple calls and conference sessions.

An asymmetrical WAN bandwidth result occurs between host sites when the sites are not completely symmetrical in both design and call flow. Although every design is slightly different, the peak bandwidth across the layer 2 WAN usually occurs when the Motorola Solutions Inc. servers at one host site are controlling gateways and operator positions at the other host site. At the same time, operator positions at one host site are terminating RTP sessions with gateways at the other host site. If remote PSAP positions are also part of the solution, the path their RTP traffic and other services will take across the WAN also needs to be factored into the calculation. As a result of this complexity, asymmetrical WAN bandwidth results are not unusual and the larger of the two bandwidth results provides the worst case scenario. This bandwidth is referred to as the minimum acceptable bandwidth for the system design.

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Minimum Bandwidth:

The minimum bandwidth requirement between Host A and Host B is estimated to be 10.56 Mbps with 100% link utilization. Adding a 20% margin to the link budget as a design precaution produces a **recommended bandwidth of 12.67 Mbps**. Refer to Table 4-1 for site specific bandwidth estimates.

The minimum bandwidth requirement between the Host and Remote PSAP sites is based on VESTA workstations at the remote PSAPs. Adding a 20% margin to the link budget as a design precaution produces a **recommended bandwidth of 4.77 Mbps from Host sites to remote PSAP.** See Table 4-1 column Host Site A for Remote PSAP bandwidth requirements

Note: If the WAN uses a transport system which cannot support QoS queuing for multiple classes of services (e.g. some Metro Ethernet and Microwave Systems), additional network engineering and bandwidth calculations will be required to determine if rate limiting on the Motorola Solutions Inc. network switch is an option.

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5. NETWORKING EQUIPMENT

The Local Exchange Carrier (LEC) or Customer IT Group will provide the necessary WAN connectivity between the various PSAP sites included in this system design.

The WAN provider will be responsible for providing the appropriate networking equipment to facilitate the following:

- Provide WAN connectivity between the geo-diverse Host sites.
    - Connection must be a Layer 2 bridged network.
    - Connection requires the link to bridge the LAN at both host sites so that all Motorola Solutions Inc. system servers reside on the same subnet.
    - Connection must meet or exceed the bandwidth estimates
    - Connection must support 802.1Q tagging and QoS.
- Provide WAN connectivity between the Host site and each Remote site.
    - Connection must be an IP-routed WAN.
    - Connection must meet or exceed the bandwidth estimates.
    - Connection must support and QoS.
- All WAN connections must support QoS requirements including, but not limited to, availability, packet loss, latency, jitter and priority queuing as defined in the VESTA 9-1-1 IP Networking Guide.

The demarcation point separating the WAN and the VESTA LAN at each site will be at the Ethernet Switch port level. This is defined as the Ethernet port on the VESTA LAN switch where the WAN terminates.

Motorola Solutions Inc. recommends dual Ethernet switches for each site to provide network diversity. The AC power utilized for all systems and sub-systems is an important design element for any mission critical solution. Motorola Solutions Inc. recommends provisioning separate power circuits for redundant or fail-over system equipment (e.g. Network Switches, Routers, MDS/DDS Servers, etc.).

Note: Please refer to the "VESTA 9-1-1 IP Network Engineering Guide" for additional information related to the LAN, WAN and QoS requirements for VESTA 9-1-1.

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6. CAVEATS

1. These estimates are solely for the purposes of network planning, budgeting and feasibility research.
2. The above assumptions and bandwidth estimates provided a worst case scenario where all traffic originating from any given site was completely redirected to other (controller) sites over the WAN. They represent the estimated aggregate WAN bandwidth required for each site. Motorola Solutions Inc. recommends frequent monitoring of the data network bandwidth after system installation to maintain peak performance and ensure that bottlenecks are not occurring in the network.
3. VESTA 9-1-1 is agnostic to WAN protocols such as ATM, Frame Relay & MPLS. However, the WAN used as part of a VESTA 9-1-1 solution needs to support the required QoS including, but not limited to, availability, packet loss, latency, jitter, queuing, etc. in order to transport VESTA 9-1-1 voice and data traffic.
4. VESTA 9-1-1 host sites in a geo-diverse design must be bridged by a Layer 2 network that supports QoS.
5. In a geo-diverse VESTA 9-1-1 solution, it is mandatory to connect the host sites by redundant network connections that are designed to failover in 3 seconds or less.

Upon award of contract, further efforts may be required to complete the detailed network design prior to implementation of the proposed E9-1-1 system. At the conclusion of the design, additional equipment, circuits or network capacity may be required. Motorola Solutions Inc. assumes no liability for any additional costs identified after completion of the detailed network design and reserves the right to provide a quotation for the additional requirements it identifies as being necessary to ensure that the network can support the proposed E9-1-1 system.

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Appendix C VESTA 9-1-1 Networking Guide 833959-00505

See the following pages



VESTA® 9-1-1
IP NETWORKING GUIDE

RELEASE 7.2
SEPTEMBER 2018

833959-00505

MOTOROLA SOLUTIONS

User Information

Using third-party products

Vesta Solutions does not support other Windows applications or utilities with its products. If you are planning to implement or integrate third-party products into a Vesta Solutions product, please contact Vesta Solutions Technical Services Team first. To maintain your support agreement and system warranties, third-party integration and co-habitation requires Vesta Solutions authorization and also may require a fee based certification effort.

Caring for the environment by recycling

This symbol on a Vesta Solutions product means the product should not be disposed of with household or business waste.



Disposal of your Vesta Solutions electrical accessories

Do not dispose of Vesta Solutions electrical accessories, such as jackboxes or gateways, with household or business waste. In some countries or regions, collection systems have been set up to handle waste electrical and electronic items. Please contact your regional authorities for more details. If no suitable scheme exists, you may return the unwanted electrical accessories to any Vesta Solutions-approved service center in your region.

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Introducing IP Networking

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Introducing VESTA 9-1-1 IP networking

VESTA 9-1-1 IP networking is a Voice over Internet Protocol (VoIP) based mission-critical call management and response system that can include distributed components over a wide area network (WAN) to provide geographical diversity and enhance system resiliency.

This document outlines the key requirements for the underlying network infrastructures and requirements for geo-diverse and multi-site VESTA 9-1-1 deployments.

The topics are intentionally discussed at a relatively high level and only as they pertain to VESTA 9-1-1. It is not the intent of this document to provide an extensive treatment or to propose solutions for each of the areas that are explored herein, which, in itself is a field of study. Its objective is to outline some of the common network considerations that must be taken into account when selling, planning, designing, engineering, and implementing the VESTA 9-1-1 system.

The following sections detail a VESTA 9-1-1 system deployment.

- “VESTA 9-1-1 Network Architecture” on page 2-1
- “Network Demarcation” on page 3-1
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Introducing ASN

The VESTA 9-1-1 system supports the ability to receive and process a request for 9-1-1 help that is formatted as a text message. The VESTA 9-1-1 system uses the Advanced Services Node (ASN) to process the text calls.

For more information about an ASN deployment, see “ASN for Emergency Text Calls” on page 13-1.

VESTA 9-1-1 Network Architecture 2

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Network architecture

An attribute of the VESTA 9-1-1 system is that it can be deployed with a centralized and a geo-diverse architecture. A centralized architecture is one where all media and data distribution servers are located at the same site. The geo-diverse architecture, on the other hand, distributes the servers across two different locations for site diversity. Furthermore, a system, whether centralized or geo-diverse, may also host one or more remote agencies such as public safety answering positions (PSAP). The term *remote agency* refers to an agency (for example, PSAP) that is not co-located with the servers that are hosting it. The agency is only equipped with the necessary data network equipment (for example, switches and routers), consoles and other 9-1-1 components (for example, administrative phones, VESTA 9-1-1 gateways, and computer-aided dispatch (CAD) servers or workstations).

The following sections present several deployment models.

While the VESTA 9-1-1 servers are depicted as physical servers in the following diagrams, they are increasingly deployed as virtual machines (VM). The deployment models that are discussed in the following sections apply to all VESTA 9-1-1 deployments, whether they are using physical or virtualized servers.

Single-site centralized model

This deployment model, as depicted in Figure 2-1, is characterized by a standalone solution where all media and data distribution services are located on the same local area network (LAN) as the operator positions. Frequently, a single-site, centralized LAN is confined to a single building. In this mode, the VESTA 9-1-1 system hosts neither remote agencies nor remote positions.

However, as in all other deployment models, the site can optionally provide access to a CommandPOST through a public network, such as the Internet or a private emergency network. All deployment models must include at least one firewall that allows certified technical support personnel to securely connect into a host site through a public network, such as the Internet, to provide technical support.

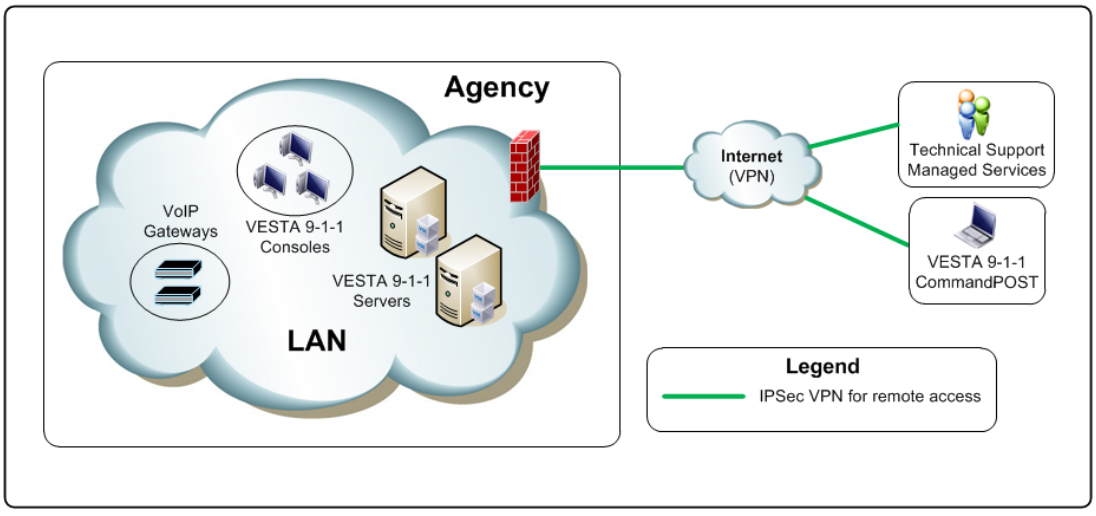

Figure 2-1: Single-site centralized

Multi-site centralized model

In this scenario, the media and data distribution services can be housed in the same room or in different rooms within the same building, connected by a LAN to a collocated agency. However, the system may also host one or more remote agencies and support a CommandPOST. This architecture is depicted in Figure 2-2.

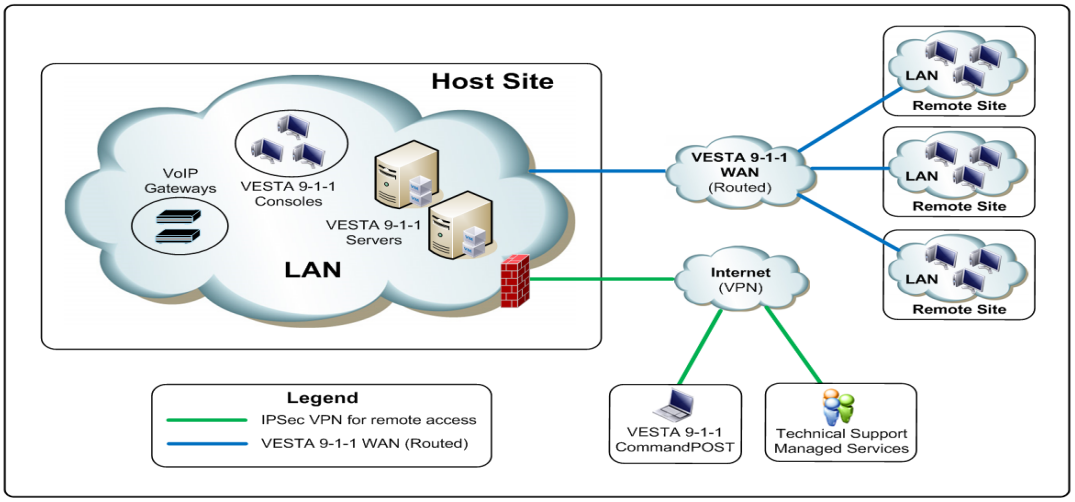

Figure 2-2: Multi-site centralized

Dual-site geo-diverse model

This model distributes the media and data distribution services of the system across two geographically dispersed sites, as depicted in Figure 2-3. There are active operator positions that answer calls at the Main site, while the Backup site is configured with positions that may or may not be staffed under normal operating conditions. However, while the system may optionally support a CommandPOST in this model, it does not host any remote agency. This situation is the simplest form of geo-diverse VESTA 9-1-1.

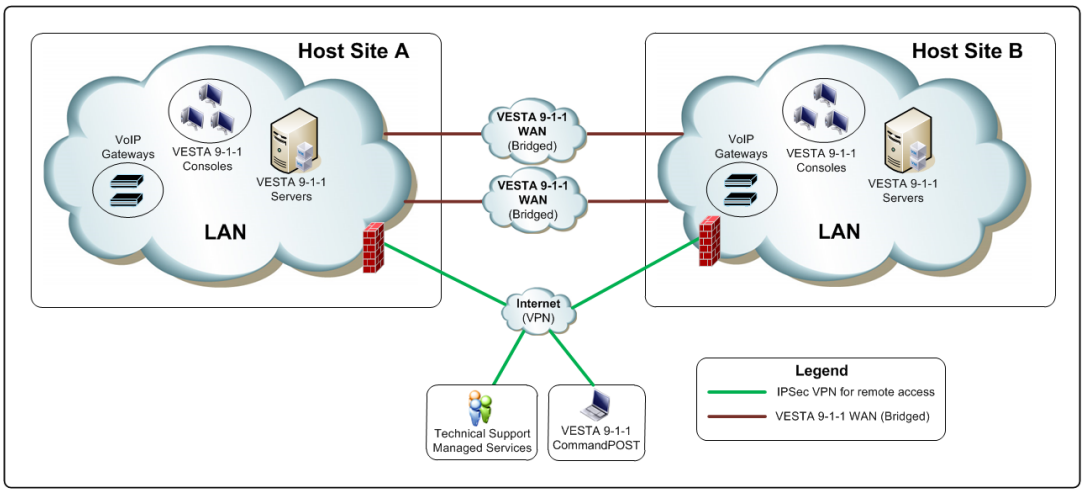

Figure 2-3: Dual-site Geo-diverse

Multi-site geo-diverse

This model represents the most complex type of deployment, which leverages the flexibility of the solution to its fullest. As shown in Figure 2-4, a system is geographically dispersed and, at the same time, hosting remote agencies. The main site and backup site may be located at two different agencies, where each is staffed with active operator positions. On the other hand, a value-added resellers (VAR) or a service provider may also choose to acquire and install the system in a hardened facility such as a central office or a data center, from which remote PSAPs are hosted. In this case, there is no active operator position in the main site or the backup site. This model also supports a CommandPOST deployment.

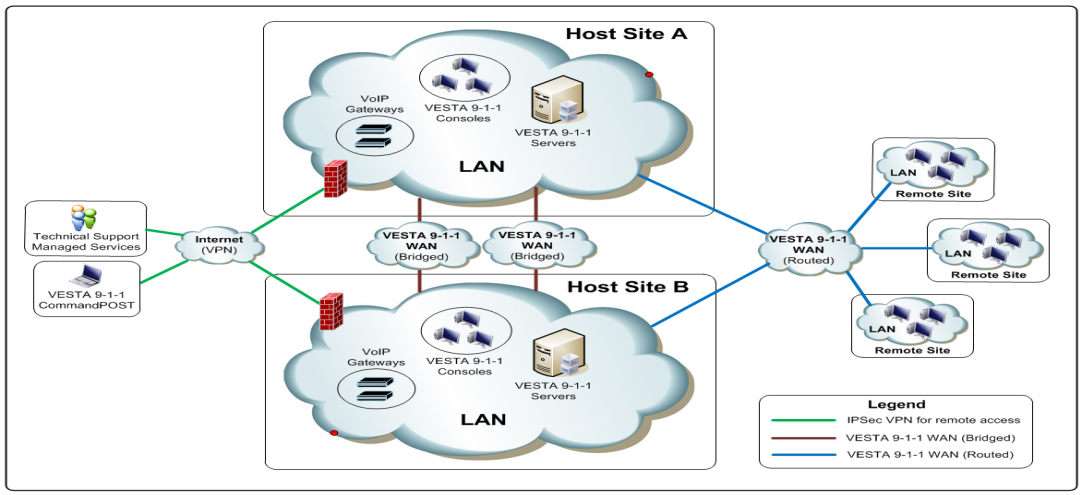

Figure 2-4: Multi-site Geo-diverse

In some cases, an agency (for example, a fire department) may be equipped with a remote console that is connected to the servers over a public network such as a digital subscriber line (DSL). The WAN requirements of a remote standalone console closely resemble that of a CommandPOST and are treated as such.

Network Demarcation

3

List of topics

✓ Demarcation – a separation of responsibility, **3-2**

Demarcation – a separation of responsibility

In the context of a data network, a demarcation (demarc) is a point in the network at which a VESTA 9-1-1 component interconnects with an external network device that is not provided, deployed, configured, operated, or maintained by Vesta Solutions as part of the solution. The demarcation defines the extent of Vesta Solutions responsibility in terms of ensuring the proper operation of the provided solution and associated support.

Voice and data network demarcation

Traditionally, a demarc in telephony networks is a specific point in the network at which telephone company circuits connect with the wiring at the customer premises. It delineates the network that is owned by the customer and that which is owned by the telephone company.

The ATIS Telecom Glossary 2011 (ATIS-0100523.2011), published by The Alliance for Telecommunication Industry Solutions (ATIS), defines a demarc as “that point at which operational control or ownership of communications facilities changes from one organizational entity to another.”



Note

The demarcation point is the interface point between customer-premises equipment and external network service provider equipment. In essence, a point in the network where operational control or ownership changes hands.

In a telephony network, the carrier's local loop is separated from a customer's network by a physical hardware device that serves as the demarc and facilitates remote troubleshooting by the carrier. Examples include a network interface device or a punch-down block. Interconnected data networks, however, are not typically separated by such a piece of hardware: a cable from one network is usually plugged directly into a port of a network device that belongs to another entity. This distinction does not nullify the concept of a demarc in interconnected data networks. The concept of a demarc as a point in the network where “operational control or ownership of communications facilities changes” is equally applicable to data networks.

The concept of conventional telephony demarcation points must be extended to data networks so that a set of interface points can be defined in a data network to clearly delineate the following:

- The portion of the data network that is supplied, configured, and maintained by Vesta Solutions
- The portion of the data network that is supplied, configured, operated, and maintained by a third party

The Media Distribution Service (MDS) telephony component interfaces with the public switched telephone network (PSTN) through circuits, such as Centralized Automatic Message Accounting (CAMA) trunks and plain old telephone service (POTS) lines, which terminate on a gateway. The demarcation points of these connections are clearly defined by the carriers and are well-understood by all concerned parties; hence, there is no need for further clarification.

On the other hand, components that are frequently interconnect with data networks that are owned and maintained by a third party, such as a network provider or the customer's IT department, or both. Under these circumstances, the collaborating parties must clearly define and agree upon the demarcs, which dictate where in the network does each party's responsibilities begin and end.

Vesta Solutions data network demarcation points

In general, from the perspective of a Vesta Solutions solution, a demarc in the data network represents a public interface port on a Vesta Solutions-supplied device that is directly connected to a network element that is not supplied by Vesta Solutions. Examples of a public interface include a port on a Vesta Solutions-supplied data switch that is connected to a third-party supplied Voice over Internet Protocol (VoIP) recorder or the master serial port on a Vesta Solutions-supplied Black Box RS-232 Data Sharer that is connected to a third-party computer-aided dispatch (CAD) server.

In cases where a wide area network (WAN) constitutes part of the data network, the following policies apply:

- The WAN provider is responsible for providing, configuring, and maintaining all equipment that is associated with the operation and termination of WAN connectivity at all VESTA 9-1-1 sites.
- The WAN provider is responsible for providing, configuring, and maintaining all equipment that is associated with the routing of WAN traffic between VESTA 9-1-1 sites.
- The WAN provider is responsible for providing an Ethernet connection from the WAN termination point at all VESTA 9-1-1 sites. The Ethernet connection is provided on an RJ45 jack box that is located within 10 feet of a rack. The RJ45 jack box is supplied by the WAN provider; Vesta Solutions provides the cable that connects the RJ45 jack box to a Vesta Solutions switch.
- Vesta Solutions network devices are not directly connected to a network device that terminates WAN circuits.
- An Ethernet optical fiber connection that is used to connect the host sites of a geo-diverse solution can terminate directly on an optical uplink port of a Vesta Solutions-supplied data switch by using an appropriate gigabit interface converter (GBIC) module that is compatible with the switch and the fiber connection.
  - If the GBIC module is supplied by Vesta Solutions, the ports on the GBIC constitute the demarc points of Vesta Solutions
  - If the GBIC module is not supplied by Vesta Solutions, the GBIC slot of the Vesta Solutions-supplied switch constitutes the demarc points of Vesta Solutions

In cases where an Ethernet cable is supplied by Vesta Solutions, the Vesta Solutions demarc is extended up to, and including, the cable's connector that plugs into a third-party device. However, if an Ethernet or a fiber cable that terminates on a public interface port of a Vesta Solutions device is provided by a third party, the cable provider is responsible for the cable, up to and including the connector that plugs into a Vesta Solutions public interface port. In this case, the Vesta Solutions demarc remains at the public interface port, excluding the cable's connector that terminates on the interface port.

Vesta Solutions is responsible for the installation, configuration, and support of the data network devices and Ethernet cables that it supplies, up to and including the demarcation points. All data network devices and cables beyond the demarc are not the responsibility of Vesta Solutions.



Note

This section only serves to provide general guidelines for Vesta Solutions data network demarc. It is strongly recommended that all stakeholders of each VESTA 9-1-1 deployment collectively define and agree upon the set of applicable demarc for each site, as well as the associated roles and responsibilities, at the outset and clearly document them for future references.

VESTA 9-1-1 LAN

4

List of topics

✓ VESTA 9-1-1 LAN , **4-2**

VESTA 9-1-1 LAN

VESTA 9-1-1 components are connected by the local area network (LAN) that may be inter-connected by the wide area network (WAN). An inadequately designed and engineered LAN infrastructure severely can reduce the viability, effectiveness, and survivability of a VESTA 9-1-1 system. Therefore, the importance of a well-designed and implemented LAN cannot be overemphasized. As a result, VESTA 9-1-1 imposes strict network requirements for its LAN infrastructure to guarantee an acceptable level of service and resiliency. Ethernet is the technology of choice for VESTA 9-1-1 LANs.

This section discusses Ethernet-based LANs at a VESTA 9-1-1 site that connect collocated components such as the MDS, DDS, ASN, gateways, consoles, phones, network clocks, printers, and so on. It does not examine any WAN connection, Ethernet-based or otherwise, that extends the local network beyond the site. Each of the following VESTA 9-1-1 sites has its own LAN: a main site, a backup site, and a remote site. Some deployments may also make use of Ethernet-based WANs to connect multiple sites by using a single broadcast domain. The following sub-sections outline the requirements and recommendations for Ethernet LANs that are local to a VESTA 9-1-1 site.

Requirements for LAN switches

The following requirements must be met by LAN switches that are used to carry VESTA 9-1-1 traffic.

- All LAN switches must be dedicated solely for connecting VESTA 9-1-1 components.
- Use only non-blocking switches.
- Do not use unmanaged Ethernet switches because they do not support Quality of Service (QoS).
- Do not use Ethernet hubs. Layer-1 Ethernet devices such as hubs are half-duplex and introduce collisions, which have a detrimental effect on packet loss, delay, and jitter.
- To simplify a LAN's design and implementation, it is recommended that you deploy only switches from the same vendor within the same LAN. Deploying switches from different vendors in the same LAN may result in interoperability challenges.
- Ports on Ethernet switches must support a minimum speed of 100 Mbps in full duplex mode.
- If an external application such as an IP recorder must monitor the network traffic of a VESTA 9-1-1 switch by using a mirror (or Switched Port Analyzer (SPAN)) port, the switch in question must be capable of directing traffic from multiple source ports into more than one destination port. One of those destination ports must be reserved for use by Vesta Solutions support personnel.
- All 100Base-TX Ethernet cables must be Cat 5 or better. All 1000Base-T cables must be Cat 5e or better. Good wiring practice must be adhered to.
- Whenever possible, LAN connections must use different physical facilities (conduits and path to destination) to prevent a single point of failure.

Generic LAN design and engineering

- The LAN must not have a single point of failure. The failure of a single LAN component or connection shall not result in the failure of more than 50 percent of the E9-1-1 public safety answering positions (PSAP) system.
- The switching capacity of Ethernet switches must support the worst-case traffic load: namely, when all voice devices are transmitting simultaneously.
- All network endpoints must operate in full duplex mode and at the highest rate that is permitted by the Ethernet switch.
- It is recommended that you set the switch port configuration to auto-negotiation mode. If a static-rate configuration is required, the same setting must be used on both the switch port and the connected device. In the case of a gigabit Ethernet port, the setting must be set to auto-negotiation mode; otherwise, the 1 Gbps rate cannot be achieved.
- It is highly recommended that you use aggregated Ethernet links, such as link aggregation control protocol (LACP) trunks or EtherChannels, to interconnect collocated switches and enhance link resiliency.
- The LAN network architecture must meet current industry best practices with well-defined core and access layers. In the case of a small network with less than five switches, both layers can be collapsed into one. There must be no single point of failure (for example, a single-core switch).
- In a LAN architecture that consists of a core layer, VESTA 9-1-1 core elements (for example, MDS, DDS, CFS, ASN and gateways) must be directly connected to the core layer.
- Each MDS-DDS pair must connect to the same switch: namely, MDS A and DDS A (with its CFS A) are connected to one switch while MDS B and DDS B (with its CFS B) are connected to another. This recommendation also applies to a geo-diverse deployment.
- In addition to the servers, all other elements (for example, gateways, consoles, and, if applicable, Session Initiation Protocol (SIP) IP phones) must be equally distributed over two or more switches to reduce negative system impact in the case of a switch failure.
- If SIP IP phones are deployed, it is highly recommended that you use Power-over-Ethernet (PoE/IEEE 802.3af) switches or midspan power injectors, or both, to power the phones. By using a Uninterruptable Power Supply (UPS) to back up the power source, phones can function during a power failure.
- All network elements must be backed up by using a UPS and, whenever possible, with a standby generator.

Single-site Spanning Tree considerations

This section discusses key design considerations that apply to a stand-alone LAN within a VESTA 9-1-1 site that is not connected to other sites through a flat Layer-2 network. This section also applies to the LANs at VESTA 9-1-1 sites that are connected by an IP-routed network.

- Spanning Tree Protocol must be enabled on all Ethernet switches on the LAN where loops exist to prevent broadcast storms and permit failover in case of a link or a switch failure. In a network with a core layer, the core switch must be a root bridge.
- A LAN must only use Rapid Spanning Tree Protocol (RSTP), Multiple Spanning Tree Protocol (MSTP), or in the case of Cisco switches, Rapid Per VLAN Spanning Tree + (PVST+).
- Spanning Tree protocol parameters must be fine-tuned to converge within three seconds or less.
- The switch that connects MDS A and DDS A (with its CFS A) must be designated as the main root bridge of the spanning tree.
- The switch that connects MDS B and DDS B (with its CFS B) must be designated as the backup root bridge of the spanning tree.
- The devices must assign the highest QoS priority to Bridge Protocol Data Units (BPDUs) (and any other network signaling traffic).
- All inter-switch trunk ports that inter-connect switches and participate in the spanning tree must be configured as non-edge ports.
- All switch ports that are connected to a non-switch device must be configured as edge ports.
- Enable BPDU Guard/Protection on all edge ports.
- Enable root guard as required.

VLANs and IP subnets

- All VESTA 9-1-1 elements (Media Distribution Service (MDS), Data Distribution Service (DDS) with its Call Filter Service (CFS), Advanced Services Node (ASN), gateways, consoles, and Session Initiation Protocol (SIP) IP phones) must be deployed in their own Virtual Local Area Network (VLAN), which corresponds to an IP subnet. A /24 subnet mask is frequently used.
- This VLAN/subnet must be dedicated solely for the use of VESTA 9-1-1 elements.
- If SIP IP phones are also deployed for non-emergency administrative usage, it is recommended that you locate them in their own VLAN and IP subnet.
- By default, switches that are staged by Vesta Solutions use VLAN 1 as the native VLAN and VLAN 911 as the production VLAN.

Ancillary network services

- Because both DDS servers use multicast to communicate with each other, multicast support must be enabled on the VESTA 9-1-1 subnet.

- If an alternative domain name system (DNS) is supplied, there must be at least two DNS servers in the network to prevent a single point of failure.
- It is highly recommended that you enable multicast restricting protocols, such as Internet group management protocol (IGMP) snooping, on switches and routers so that only elements that are interested in receiving multicast traffic can receive them. This method provides a more efficient use of bandwidth.
- Dynamic host configuration protocol (DHCP) must not be used to assign IP addresses to core elements (MDS, DDS, and gateways).
- It is highly recommended that DHCP is not used to assign IP addresses to consoles, so that the consoles can be easily identified by their IP addresses. If DHCP is used, there must be at least two DHCP servers working cooperatively to prevent duplicate IP address assignments and to prevent a single point of failure. Use static media access control (MAC) address assignments and the lease time must be relatively long (order of days or a week) to reduce the dependency on the DHCP servers.
- All SIP IP phones are statically configured with an IP address, networking parameters, and server addresses.

Notes

VESTA 9-1-1 WAN

5

List of topics

✓ VESTA 9-1-1 WAN, **5-2**

VESTA 9-1-1 WAN

VESTA 9-1-1 WAN consists of the following:

- WAN technologies
- WAN connections

WAN technologies

VESTA 9-1-1 uses an Internet Protocol (IP) Wide Area Network (WAN) to interconnect a Local Area Network (LAN) in different sites, transport voice application payloads, and management data. VESTA 9-1-1 is largely independent of the underlying networking technologies that are used to transport the IP packets. The following requirements apply to all WAN connections:

- The WAN must supply sufficient bandwidth to meet or exceed the bandwidth estimates calculated for the proposed VESTA 9-1-1 system.
- The WAN must support Quality of Service (QoS) by honoring the marking of VESTA 9-1-1 packets so that it does not compromise the stipulated end-to-end QoS budgets in terms of packet delay, jitter, and loss. For more information, see “Voice Quality of Service,” page 6-2.

With proper network engineering and QoS design, and as long as the network provides the required capabilities, VESTA 9-1-1 can be deployed over various WAN technologies such as:

- Point-to-point T-carrier circuits such as T1 and T3
- Metro Ethernet or Transparent LAN
- Multi-Protocol Label Switching (MPLS)

To date, production systems have successfully been deployed on WANs that include T-carriers, Ethernet connections (over fiber) and wireless networks. The choice of WAN technology hinges on the following factors:

- The availability of technology in the customer’s serving area
- Its cost effectiveness
- Customer preference: for example, a customer may dictate that VESTA 9-1-1 leverages their existing, or newly deployed, WAN connections
- Service provider or preference

WAN connections

In general, four types of WAN connections are prevalent in geo-diverse or multi-site deployments.

1 Ethernet-based Layer-2 WAN that are deployed between:
   - “VESTA 9-1-1 A” (that is, MDS A and DDS A with its CFS A) at the main host site and “VESTA 9-1-1 B” (that is, MDS B and DDS B with its CFS B) at the backup host site
   - A VESTA 9-1-1 host site and remote agencies

Note

For the Ethernet-based Layer-2 WAN, the CFS is optional.

Ethernet-based Layer-2 WAN connections must be engineered to:

- Supply sufficient bandwidth
- Support QoS
- Support Ethernet bridging
- Support fault propagation (UI to Network and Network to UI)
- Converge in three seconds or less
- Support larger maximum transmission unit (MTU) size for Layer-2 services such as Q in Q, if applicable

2 IP-routed WAN connections between a VESTA 9-1-1 host site and remote agencies. IP-routed WAN must be engineered to

- Provide sufficient bandwidth
- Support QoS characteristics
- Converge in three seconds or less
- Support larger Maximum Transmission Unit (MTU) size for network services such as IPSec VPN, if applicable

3 WAN connections between a VESTA 9-1-1 site and a CommandPOST or a remote console. In order for a CommandPOST to function within a VESTA 9-1-1 network, it must be able to access a host site, typically through a public network such as the Internet. In most cases, a Digital Subscriber Line (DSL) is a viable and cost-effective option for this purpose. A remote position that accesses the VESTA 9-1-1 site through unsecured public networks must employ a Virtual Private Network (VPN) to ensure payload confidentiality and share a common address space. In order for the remote position to experience acceptable voice quality and performance, it is crucial that the CommandPOST connection is engineered to provide sufficient bandwidth and meet the required QoS characteristics.

For more information, see “VESTA 9-1-1 CommandPOST,” page 7-2.

4 As shown in earlier diagrams, every VESTA 9-1-1 host site must be equipped with Internet connections that provide remote access to a Systems Management Center or to Support Personnel. Remote access is generally realized by a standard VPN technology such as IP Security (IPSec) over a DSL connection with at least 1 Mbps of bandwidth. Such remote access points must provide at least 1 Mbps worth of bandwidth and support IPSec-based VPN

Note

The term WAN is used in this document to mean any data network that extends beyond the confines of a single site.

Physical path redundancy of a VESTA 9-1-1 WAN

It is good practice to provide redundant physical paths for WAN connections between a host site and a remote agency. However, physical path redundancy is critical for inter-host site links. The redundant paths must terminate on a pair of redundant network equipment at each site to avoid single points of failure. Ideally, the redundant WAN connections also traverse disparate physical facilities and enter a building through different conduits.

Route redundancy for inter-host sites

While a geo-diverse VESTA 9-1-1 deployment offers many benefits, it is designed to operate with redundant links between the host sites. If the network connections between the host sites are severed, some anomalies may occur when the host sites are re-connected:

- Consoles that are connected to the backup DDS lose the ability to process certain calls and must be logged off and logged on again to regain full capabilities.
- Calls that are destined to voice mail or an auto attendant on MDS-B are lost.

Therefore, in a geo-diverse deployment, it is crucial to inter-connect the host sites by redundant network connections that are designed to failover in three seconds or less.

Route-redundancy for remote sites

In a multi-site architecture, remote agencies are usually equipped only with call-taking positions, and possibly local gateway(s), that are managed by servers located at a host site. If the WAN is severed at a remote site, the remote agency will lose the ability to process calls and will essentially be out of commission. WAN redundancy at the host sites is even more important in a multi-site deployment. If the host sites lose their WAN connectivity, all remote agencies will lose the ability to process calls. It is therefore important to maximize network availability by providing redundant WAN connections at all sites in multi-site deployments. Occasionally, though not advisable, a customer or channel partner may choose not to provide route-redundancy to reduce costs. It is important that the customer or channel partner fully understands the associated risks and is willing to assume any liability that may result from WAN failures.

As a backup measure, it is always prudent to implement another layer of redundancy beyond that which is provided by the IP network, by enabling alternate routing at the selective router. This added layer of resiliency allows an agency to complement IP network redundancy by leveraging its selective routers' ability to alternate route between agencies. Thus, if an agency's connections to host sites are completely severed, the selective router may automatically reroute the failed agency's calls to a designated backup site.

The following list provides some suggestions for improving physical route redundancy:

- Increase WAN resiliency through diverse carriers that are not using the same network facilities and circuits.
- Improve local loop diversity by using different service provider or technologies whenever possible.

- The circuit should enter the building through different points of entry whenever possible.

IP-routed WAN

Like all IP networks, a VESTA 9-1-1 WAN requires routers to route IP packets between different sites, which are typically assigned their own subnet. As such, a router needs to be aware of the routes it can use to send packets destined for networks to which it is not directly connected.

Dynamic routing protocols

Dynamic routing protocols allow a router to identify sources of routing information, learn about possible routes and select the best path to the destination, while keeping the routing information up to date to reflect network topology changes. All these can be done without manual intervention after the routing network is properly designed and configured.

Since the VESTA 9-1-1 WAN is usually managed by a common administration, and therefore employs a common routing strategy, it typically uses interior gateway protocols such as Open Shortest Path First (OSPF). There is no single best routing algorithm that fits all WAN design. Routing protocols differ in convergence time, the types of routing information they send, how they send them, the frequency at which they are sent, and the nodes to which they send the updates. As such, each has different characteristics for CPU, memory and bandwidth usages; and produces different convergence time. The following factors frequently play a role in determining the most suitable WAN routing strategy applicable to VESTA 9-1-1:

- Convergence time. It is critical for a WAN to converge rapidly so that a router can failover to alternate paths in the shortest time possible. A WAN must be well engineered so that it converges within 3 seconds.
- Processors and memory capacities of the participating routers. Some protocols are more CPU and memory intensive than others. So it is important that the routers in question are equipped with sufficient resources. For example, link state protocols such as OSPF tend to consume more CPU cycles because they need to recalculate the shortest path trees whenever topology changes. OSPF also requires additional memory in the router to store routing tables and various databases.
- Bandwidth consumption and availability. The amount of bandwidth used for route updates varies from one protocol to another and it needs to be taken into consideration during the network planning phase to ensure that sufficient bandwidth is available. For example, pure distance vector protocols send the entire routing table periodically even when there are no changes, while link-state protocols only flood the network with update advertisements when topology changes.
- Size of the WAN. The number of edge routers involved has an impact on the choice of protocol and the amount of bandwidth required for transporting routes information and, for link-state protocols, the CPU cycles required to calculate the shortest paths.

- Complexity of network design and configuration. For example, OSPF's CPU and memory usage may be reduced by adopting a more carefully designed hierarchical model, especially in larger networks. Also, configuring a complex and large link-state network can be challenging.
- Scalability. It is also important to consider a protocol's ability to accommodate growth and the administrative effort required to introduce a new router (perhaps as a result of activating a new agency) into an existing WAN. With static routes, an administrator may need to configure multiple static paths on several routers. However, using a dynamic routing protocol, with proper design, only the new router may need to be configured and the routing protocol can update the topology automatically.

Another important routing consideration is that in a multi-site architecture that involves multiple remote agencies, route information should only be distributed to each agency on a need-to-know basis. For example, when an agency's operators need to be able to initiate multi-party conference calls across multiple agencies over the data network directly, all participating agency's routers need to obtain route information to each other. However, if there is no need for such knowledge (for example, perhaps a hub-and-spoke topology, where the host sites are the hubs, is used), a routing protocol should not redistribute one agency's routing information to another. By default, a remote agency should only learn about routing information for the host site(s). This practice reduces the possibilities of packets straying, accidentally or maliciously, from one agency to another.

IP-routed WAN requirements

The following is a list of requirements for VESTA 9-1-1 IP WAN.

- The WAN must not have a single point of failure. The failure of a single WAN component or connection shall not result in the failure of more than 50% of the E9-1-1 public safety answering positions (PSAP) system[1].
- The routers must use a fast-converging routing protocol which allows the IP WAN to failover in 3 seconds or less.
- The IP network must provide the necessary supports to ensure that end-to-end QoS requirements in terms of packet delays, jitters and loss are met.
- Allocate a dedicated /24 IP subnet to each site – except the VESTA 9-1-1 core VLAN at the host site(s), which spans across two host sites in a geo-diverse deployment.
- If the network uses IP routers to connect redundant links, redundant routers must be deployed to prevent a single point of failure.
- The routers must be configured with Virtual Redundant Router Protocol (VRRP) or similar router virtualization protocol to preserve connectivity in the case of a router failure.
- The MDSs use VRRP to achieve redundancy. Thus other VRRP configurations must not use the same router ID that is used by the MDSs. The MDS router ID is set to 1 by default, however, it can be modified if necessary.

1. NENA-04-001 Issue 2, Recommended Generic Standards for E9-1-1 PSAP Equipment

- The IP address assigned to a remote console position or IP phone that accesses the 9-1-1 network through VPN must be a valid and uniquely routable address on the network, without the need for network address translation (NAT).

Ethernet-based bridged WAN

In smaller geo-diverse or multi-site deployments that involve only a very small number of sites and Layer-2 switches, a simple flat Layer-2 Ethernet network may be used between a host site and remote sites. In these deployments, the standard requirements for redundancy between the host sites and remote sites, QoS and bridging are also applicable; see “WAN connections,” page 5-2.

Inter-site VLAN trunking

The VESTA 9-1-1 solution requires that all switch ports that are connected to another Ethernet switch or other Ethernet-based Layer-2 devices, such as a network termination unit (NTU) or wireless connection, enable VLAN trunking using 802.1Q tunneling (also known as Q-in-Q) tags, or Cisco ISL encapsulation if applicable. As such, the Ethernet interface of external network equipment to which these switch ports connect, such as the NTU devices and the entry points into the wireless network, must also be configured as trunk ports.

If an external device needs to be managed in-band, that is, through the same Ethernet connection used by VESTA 9-1-1, its management ports must be accessible in VLAN trunking mode. If the equipment is configured to utilize the same VLAN for application and management traffic, care must be taken to ensure that network management traffic is given lower QoS priority relative to that accorded to audio and call control traffic. Some external devices, on the other hand, support the use of different VLANs for application traffic and management traffic. In such a case, routing capability must be provided by the party that is responsible for the device to ensure that both application and management traffic can be transported correctly.

- All Ethernet switch ports connected to another Ethernet switch or Layer-2 devices on the bridged WAN must enable VLAN trunking using 802.1Q tunneling or Cisco ISL encapsulation.
- Any connected Layer-2 devices on the bridged WAN that wish to be managed in-band must be accessible in VLAN trunking mode.

Inter-site Spanning Tree

Since the VESTA 9-1-1 servers in a geo-diverse deployment typically reside on a redundant Layer-2 network that contains loop to provide redundancy, Spanning Tree (802.1w or 802.1s – 802.1D is unacceptable due to its slow convergence) needs to be enabled on the bridged WAN across two or more sites.

- The bridged Layer-2 WAN must not have a single point of failure. The failure of a single component or connection on the Ethernet WAN shall not result in the failure of more than 50% of the E9-1-1 PSAP system[1].
- The Spanning Tree protocol on the bridged Layer-2 WAN must be engineered to failover within 3 seconds or less.

1. NENA-04-001 Issue 2, Recommended Generic Standards for E9-1-1 PSAP Equipment

- The switch that connects Media Distribution Service (MDS A) and Data Distribution Service (DDS A) with its Call Filter Service (CFS A) at the main host site must be designated as the main root bridge of the spanning tree.
- The switch that connects MDS B and DDS B with its CFS B at the backup host site must be designated as the backup root bridge of the spanning tree.
- The devices must assign the highest QoS priority to BPDUs and any other network signaling traffic.
- All inter-switch trunk ports that inter-connect switches and participate in the spanning tree must be configured as non-edge.
- All switch ports that are connected to a non-switch endpoint must be configured as edge ports.
- Enable BPDU Guard/Protection on all edge ports.
- Enable root guard as required.
- External or intermediate devices that are part of an inter-site bridged Layer-2 link, such as the NTU for example, must meet the following requirements:
  - The device must not participate in VESTA 9-1-1 spanning tree instances.
  - The device must forward all BPDUs that it receives intact.
  - The device must not filter any multicast traffic or BPDU.
  - The device must assign the highest QoS priority to BPDUs and any other network control traffic.
  - The device must propagate layer 1 faults in both directions.

VoIP codec on 9-1-1 WAN

When a Voice over Internet Protocol (VoIP) call traverses a WAN, the common practice is to employ a codec that uses less bandwidth (for example, G.729) in order to conserve bandwidth. However, in a 9-1-1 VoIP environment, it is strongly recommended that a G.711 codec be used in all cases — even if the media stream goes through a WAN.

This recommendation stems from two requirements for the handling of 9-1-1 calls. First, it is important for a call taker to hear the 9-1-1 caller and any background noise clearly to better discern the situation. Secondly, 9-1-1 calls must be recorded for potential legal use. Both of these requirements dictate the use of a higher-grade codec, such as G.711, whenever possible, to maximize the intelligibility of 9-1-1 calls and recorded contents — albeit at the expense of increased bandwidth use.

Voice Quality of Service

6

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✓ Voice Quality of Service, **6-2**

Voice Quality of Service

The importance of Quality of Service (QoS) in a 9-1-1 VoIP network cannot be overstated. The absence of properly designed and configured QoS results in rapid deterioration of voice quality, which may be manifested in choppy or garbled voice conversations or even dropped calls. QoS aims to improve performance of voice traffic over data networks by managing the following network characteristics:

- Bandwidth
- Delay
- Jitter
- Loss

A VESTA 9-1-1 system sends various types of traffic between different components such as the MDS, DDS, CFS, Consoles, IP phones and gateways. However, each category of traffic has a different requirement in terms of bandwidth, delay, jitter and loss. Table 6-1 shows how VESTA 9-1-1 traffic can be broadly classified into three categories based on their nature.

Table 6-1: VESTA 9-1-1 QoS Requirements

	Bandwidth	Delay	Jitter	Loss
G.711 RTP[i] (one-way)	Low (87.2 Kbps[ii])	Low (100 ms)	Low (30 ms)	Low (<1%)
Call Control	Low	Low	High	Low
Other (Best Efforts)	Low/Medium/High	High	High	High

i. RTP: Realtime Transport Protocol
ii. Per-call RTP stream over Ethernet using G.711

Although RTP traffic uses relatively little bandwidth for each call, it has low tolerance for packet delay, jitter and loss. Call control messages (for example, SIP messages) also use little bandwidth and have low tolerance for packet delay and loss. However, packets in this category are a lot more tolerant to jitter. All other types of traffic present in a VESTA 9-1-1 network, essentially non-VESTA 9-1-1 traffic, should be treated with the lowest priority (that is, best effort) and may be subjected to higher delay, jitter, loss and possible starvation.

End-to-end QoS

In the context of VESTA 9-1-1 solutions, the term QoS implies end-to-end QoS between two communicating end points. It denotes the aggregate packet delay, jitter, and loss that is incurred on each IP packet by the LAN segment and WAN connection, as shown in Figure 6-1.

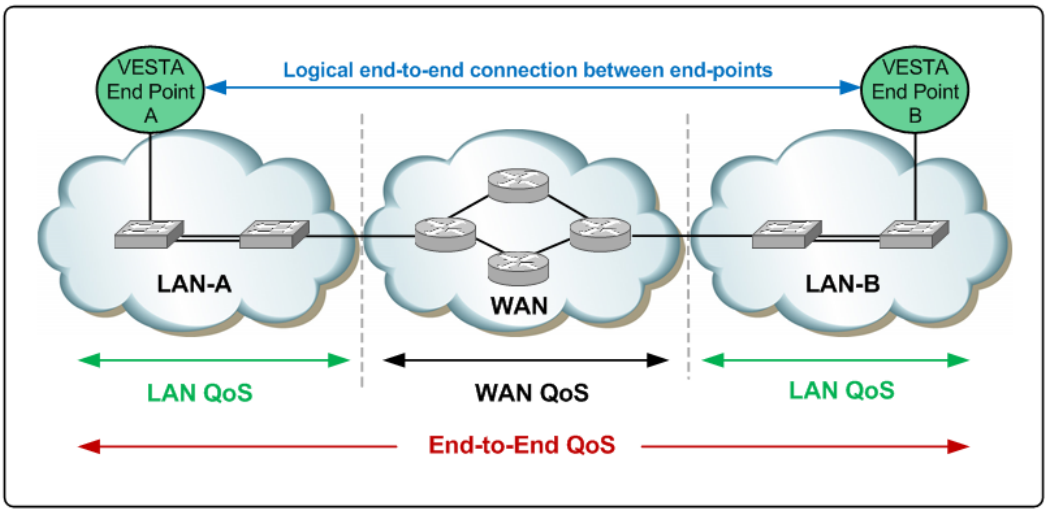

Figure 6-1: End-to-End QoS

Although the logical connection between both end-points portrayed in the diagram typically constitutes two or more LAN segments, the LAN's negative impact on a packet's QoS is, in general, minimal — due to the vast amount of bandwidth available and the non-blocking nature of the LAN switches deployed. However, QoS must also be implemented on the LAN to prevent it from being monopolized by unexpected bulk data transfers that might occur at inopportune times.

A WAN, on the other hand, due to its bandwidth limitation, frequently poses a greater threat to voice quality between end points. When end points are connected by a "WAN cloud" (for example, IP, MPLS) that includes multiple intermediate nodes (for example, routers) and links with lower throughput, it is crucial that proper QoS measures are taken at every node within the cloud so that the end-to-end QoS requirement is met. To this end, a customer or must ensure that a contracted service level agreement (SLA), which guarantees the network QoS, is in place with the WAN provider. It is also a good practice to assess a WAN QoS readiness by using a software tool before deploying VESTA 9-1-1 on it.

Note

In cases where a service provider aggregates VESTA 9-1-1 traffic with those from other customers or applications, VESTA 9-1-1 traffic as a whole must be given the highest priority in the service provider network. The SLA needs to guarantee that VESTA 9-1-1 traffic receives the required performance should congestions occur in the service provider network.

QoS tools on switches and routers

Network equipment such as Layer-2, Layer-3 switches and routers support IP QoS by providing various QoS tools. They can be broadly classified into classification and marking tools, various types of ingress and egress queues, traffic shaping and policing, congestion avoidance (such as random early detection), link efficiency (for example, header/payload compression, link fragmentation and interleaving) and call admission control. Each category of tools is designed to affect some aspects of a network's bandwidth, delay, jitter and loss. A combination of these tools can be used to realize a design to achieve the desired QoS characteristics for the target network. However, the availability, capability and flexibility of such tools vary significantly from vendor to vendor, and from one network equipment to another.

Compared to a LAN, the WAN is usually the bottleneck in terms of bandwidth availability – frequently due to its higher per-bit cost. As such, it needs to be carefully engineered to ensure that it has sufficient bandwidth to transport all required voice and data payloads. It is crucial to understand that in a VoIP environment, insufficient bandwidth degrades voice quality of all calls, not just the latest one admitted to the network. Although QoS tools provide mechanisms that give preferential treatment to certain classes of traffic (for example, voice payloads) and increase efficiency of bandwidth utilization, it is not a substitute for provisioning adequate bandwidth in 9-1-1 networks.

Traffic marking and treatment

In order to provide differentiated services to traffic that traverse a network based on their importance, they need to be classified into different service classes and identified with appropriate markings.

All components of a VESTA 9-1-1 system, such as the Media Distribution Service (MDS), Data Distribution Service (DDS), Call Filter Service (CFS), Consoles, SIP phones and AudioCodes gateways tag voice and call control traffic with the values of EF and AF31, respectively, as illustrated in Table 6-2[1].

Table 6-2: VESTA 9-1-1 QoS Markings

Traffic Type	Description	PHB[i]	DSCP[ii]	CoS[iii]
Voice	RTP streams	EF	46	5
Call Control	Call Control messages	AF31	26	3
Best Effort	Everything else	0	0	0

i. PHB: Per hop behaviors
ii. DSCP: Differentiated services code point
iii. CoS: Class of Service

1. Notable exceptions are Cisco IP phones and gateways, which mark call control traffic as CS3 (DSCP 24).

Network equipment in a VESTA 9-1-1 network should not re-mark these traffic types and cause them to deviate from this scheme, so that all traffic is treated in a consistent manner across the network.

In addition, IEEE 802.1p specification states that network and internetwork control traffic on a LAN should be marked as CoS 7 and CoS 6, respectively. On the WAN, It is recommended that network routing and control traffic are marked as CS6 (DSCP 48). It is important to note that in both cases, that is, whether it is on the LAN or the WAN, such network control traffic must be given sufficiently high priority so that the network can react to any changes rapidly.

QoS requirements

1 The following network parameters must be adhered to
   - Packet loss: less than 1 percent
   - End-to-end delay: less than 100 ms
   - Jitter: less than 30 ms

2 It is highly recommended to use a VoIP readiness assessment software tool to verify that the network meets the requirements stipulated above.

3 End-to-end QoS policy must be configured throughout the network to honor the DSCP values marked by VESTA 9-1-1 components. QoS policies should be configured on all network equipment to prioritize traffic in the following order:
   - **a** Assign the highest priority to network routing and control (CS6) traffic
   - **b** Assign audio (EF) traffic
   - **c** Assign signaling (AF31) traffic
   - **d** Assign best effort traffic

4 Network devices throughout the network must not re-mark VESTA 9-1-1 traffic.

5 All non-VESTA 9-1-1 traffic entering the network must be marked with best effort or a lower priority.

6 All links must meet the minimum bandwidth requirements. WAN links must be provisioned with the appropriate Service Level Agreement (SLA).

   It is recommended to use data switches that support DSCP. Switches that do not support DSCP are not able to prioritize VESTA 9-1-1 traffic effectively.



Note

In cases where a service provider aggregates VESTA 9-1-1 traffic with those from other customers or applications, VESTA 9-1-1 traffic as a whole must be given the highest priority in the service provider network. The SLA needs to guarantee that VESTA 9-1-1 traffic receives the required performance should congestions occur in the service provider network.

Notes

VESTA 9-1-1 CommandPOST

7

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✓ VESTA 9-1-1 CommandPOST, **7-2**

VESTA 9-1-1 CommandPOST

The VESTA 9-1-1 CommandPOST is a hardened laptop computer that is equipped with the VESTA 9-1-1 Console application. The portability of a CommandPOST allows its user to perform call-taking functions from a mobile location that is equipped with suitable network connectivity that supports the desired QoS characteristics, as outlined in Table 6-2 on page 6-4. Specifically, the CommandPOST will only provide an acceptable user experience if the link has an average packet loss of less than 1 percent, an average delay of less than 100 ms, and an average jitter that is less than 30 ms.



Note

The Internet is a collection of best effort networks, and performance and voice quality cannot be guaranteed in such an environment. Vesta Solutions recommends that the CommandPOST be deployed within a network that provides a deterministic level of service.

In addition, the amount of bandwidth required for each CommandPOST depends largely on the maximum number of parties it wants to host in a conference call. For example, a CommandPOST requires approximately 338.4 kbps of dedicated and symmetrical bandwidth in order to host a four-party conference call over an IPSec-based VPN connection. Adequate bandwidth is crucial for achieving an acceptable CommandPOST performance. It is important that Internet connectivity at the host site(s) provides sufficient capacity to handle all the traffic of the CommandPOST concurrently — in addition to any bandwidth that may be required by other applications. An oversubscription of the Internet bandwidth at the host site(s) may cause a degradation of the CommandPOST service. Also, bandwidth that is provided by the connection that the CommandPOST uses to access the Internet must be constant, with little or no variation.

Network Security

8

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- ✓ Network Address Translation devices and firewalls, **8-2**

Network Address Translation devices and firewalls

All devices in VESTA 9-1-1 networks share an address space that is routable from end to end, without the need for Network Address Translation (NAT) devices or firewalls.

A NAT device traditionally operates at layer 3 of the open systems interconnection (OSI) stack and Port Address Translation (PAT) at layer 4. However, VoIP signaling protocols such as SIP embed RTP socket information at layer 5 (Session Definition Protocol, (SDP)), so it does not work with standard NAT and PAT mechanisms. Similarly, firewalls also need to be SIP-aware in order to recognize the IP addresses and dynamic media ports used by the end points — so that they can be opened and closed as needed. Also, some firewalls, by default, do not allow outside traffic to traverse to inside interfaces; so, when an external end-point attempts to set up a RTP session from the outside of a firewall, the request will fail even though the call has already been set up by SIP. Therefore, any NAT device deployed in VESTA 9-1-1 call paths must be thoroughly validated to ensure that it supports all desired call flows.

Networking equipment on a VESTA 9-1-1 network must not filter traffic between VESTA 9-1-1 devices. If protocol filtering is desired to secure a network, it can be done at the edge of the network (for example, between a VESTA 9-1-1 IP subnet and a third-party IP subnet), but never between two subnets hosting VESTA 9-1-1 devices. The only exception is when a console (such as a CommandPOST) is accessing a VESTA 9-1-1 network through a VPN connection; in that case, the firewall can be used to filter unnecessary protocols.

In order to remotely support VESTA 9-1-1, the network must be reachable from the Internet through a dedicated security device (firewall). A VPN connection over the Internet is required in order for CommandPOST and support personnel to remotely access the IP network where the VESTA 9-1-1 elements are located.

The following recommendations pertain to the deployment of firewalls as part of a VESTA 9-1-1 system.

- An authorized remote user (that is, a CommandPOST or support personnel) can access the network over a public network through a VPN tunnel that terminates on a firewall.
- If two firewalls are deployed, a remote user can access the network through a VPN tunnel that connects to either firewall.
- A firewall allocates IP addresses from unique subnets to the VPN clients that are used by remote users. In cases where two firewalls are deployed, each firewall has a set of IP subnets which are dedicated for its own groups of VPN clients.
- A routing function is available when dual firewalls are deployed, such that traffic can be routed between a device on the network and both firewalls, as well as their respective VPN clients.
- The routing function is provided by a redundant pair of devices (for example, routers) that support default gateway redundancy by using VRRP or Hot Standby Router Protocol (HSRP).

- In a geo-diverse deployment, the VRRP (or HSRP) is configured to support load-balancing, such that each device on a LAN segment uses the virtual router, whose main router collocates with the device.
- The firewall solution supports the capability to route traffic between any two remote users.
- A firewall is not used to provide general routing functions within the network.
- For security reasons, the firewalls must prevent all outbound Internet access that is not related to the operations of the 9-1-1 solution.

Internet bandwidth for VPN and firewall connections

Firewall access to the public Internet must provide sufficient bandwidth to its VPN clients. Some bandwidth considerations are:

- If no CommandPOST connectivity is required, any broadband Internet connection is acceptable (broadband is defined as 256kbps symmetric).
- If CommandPOST connectivity is required, sufficient bandwidth must be provisoned, taking into consideration the maximum number of conference parties each CommandPost needs to support.

Payload confidentiality

Some information transmitted by the VESTA 9-1-1 system over a WAN may be deemed sensitive, and as such requires proper considerations to ensure their confidentiality and integrity. Examples of such payloads include voice packets and Automated Location Information (ALI) of the caller. Other information that is being transported, such as call control and management information, though not as sensitive, may expose the system to various types of security threats frequently associated with SIP calls.

There are different ways in which these payloads may be protected from various vulnerabilities. An obvious choice would be to encrypt these payloads, perhaps in the form of IP Security (IPSec) or media access control (MAC) Security (MACSec) – which also provides additional benefits. However, this usually calls for availability of encryption hardware at the end point terminals (for example, Consoles and IP phones) or edge routers in order to prevent voice and performance degradations. The disadvantages of this approach are that it tends to incur higher hardware costs and increase bandwidth requirements. Although encryption is not the panacea of all security related challenges, it is certainly an effective mechanism that protects data in transit, when their confidentiality and integrity are of paramount importance.

A closed private network dedicated only for 9-1-1 applications offers a relatively economical, and frequently adopted, alternative. Examples include point-to-point T-carrier circuits and ATM virtual circuits (VC). Note that VCs by definition are virtual in nature. Hence, it is not uncommon for multiple VCs used for separate applications to traverse the same physical medium. In fact, it is a much touted ATM benefit. Obviously, this approach does not completely prevent personnel or devices that have access to the data path from intercepting and perusing the payloads which, after all, are carried in clear text.

Notes

Pre-cutover Data Network Testing

9

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✓ Pre-cutover data network testing, **9-2**

Pre-cutover data network testing

Deploying a Voice over Internet Protocol (VoIP) system, even on a LAN, is not a trivial undertaking. The complexity of the endeavor increases substantially when a VoIP solution, such as VESTA 9-1-1, is distributed over a WAN. The added level of complexity stems from the stringent requirements that are placed on a VoIP WAN, which must support the Quality of Service (QoS) and resiliency.

The WAN must be well designed and engineered to ensure success. It is equally important to perform comprehensive testing on the data network before a geo-diverse or multi-site VESTA 9-1-1 system is cut into production. The testing allows implementers to isolate and eliminate any network performance issues, design errors, configuration oversights and physical layer problem before the system goes live.



Note

Every network is different. This section describes generic approaches for testing a data network. An implementation engineer must adapt these algorithms into a test plan that contains detailed test cases that cover all the necessary test points.

The following sections outline the testing that must be performed before a VESTA 9-1-1 system goes live.

QoS testing

QoS testing must be conducted for any geo-diverse or multi-site deployment that distributes across wide area networks. An effective VoIP readiness assessment tool should be used to perform these tests. At the very least, such a VoIP readiness assessment tool must be able to generate simulated VoIP traffic and send them over the WAN under test. The tool must also be able to predict the call quality of real VoIP calls based on the simulation. The result may be presented as Mean Opinion Scores (MOS), which should reflect underlying QoS characteristics such as delays, jitters and packet loss. A comprehensive QoS test must at least cover the following areas:

1. Calibrate the network to verify that sufficient WAN bandwidth is provisioned between any two sites in the deployment. The bandwidth must meet or exceed the minimum bandwidth requirement for the site-specific VESTA 9-1-1 system design. This test can be achieved using a VoIP readiness assessment tool (if this function is available) or a tool such as iperf.
2. Verify that the network meets the QoS requirements by generating simulated test calls between any two points in the network where live voice traffic will traverse. Such simulated test calls must be generated using a VoIP readiness assessment tool which produces reports that detail the test results in terms of delay, jitter and packet loss.

3 Verify that QoS are correctly configured on the network elements to give the highest priority to traffic that are marked as EF, followed by AF31 and best effort traffic. This test can be achieved by injecting simulated low-priority traffic into the network using tools such as iperf or a network assessment tool, while at the same time inject simulated calls into the network. The QoS testing process must congest the network to ensure simulated voice calls and signal-related traffic are prioritized (priority queued) above the best effort traffic during a period of congestion. The outcome should demonstrate that the simulated audio traffic does receive preferential treatment and meet all the QoS requirements.



Note

While these tests must be completed before a geo-diverse or multi-site VESTA 9-1-1 solution goes live, it is also a good practice to perform them periodically in a production system. A periodical test may be achieved by using a tool that generates test calls across the network at pre-determined intervals. However, it is important to note that:

- Such tests may be service-affecting, especially if it inadvertently increases network bandwidth usages beyond that which is provisioned
- They should only be performed only during a maintenance window

Network resiliency testing

As mentioned in previous sections of this document, a VESTA 9-1-1 network (both a LAN and a WAN) must not have a single point of failure. A network failure must be recoverable within three seconds to ensure non-disruptive operation of the VESTA 9-1-1 system. Therefore, it is important to test each point of failure within the network, before the system goes live, to ensure that it meets the specification. A comprehensive network resiliency test must exercise *every* point of failure on the network. A network point of failure constitutes:

- Every physical medium that connects two network devices. It includes all copper (for example, CAT-5e, CAT-6, and so on) cables, fiber optic cables, and wireless or microwave airwaves that are present in the solution. The failure of a physical medium can be simulated in a number of ways such as simply disconnecting a physical cable or disrupting a microwave connection.
- Every piece of network device. It includes routers, data switches, NTUs, wireless network gear, or switches and any other network devices that constitute parts of the underlying network. The failure of a network device must be simulated by powering down the device under test.

A typical procedure for performing high-availability test that involves a point of failure on the network must include the following steps:

1 The following pre-conditions must be met before the test commences:

   a Ensure that the network is in a stable state.

   b Ensure that all the LAN switches identify the correct Spanning Tree instance and the root bridge.

   c Ensure that the VESTA 9-1-1 application is in a stable state:

   - All components are in the proper state and connected
   - At least one console must be logged on at every site. If a site has more than one switch, at least one console that is connected to each switch must be logged-in.

d Note the active Media Distribution Service (MDS) and the active Data Distribution Service (DDS).

e Set up at least one call between the host site and each remote site. In cases where the master and backup site is located at two different (and active) public safety answering positions (PSAP), set up calls between the two host sites as well.

f Use a tool such as *fping* to continuously verify the reachability of every remote site from each host site. The ping interval must be set to a value of 200 ms to 500 ms.

2 Perform the following procedure on each point of failure on the network:

a Initiate the failure condition by performing one of the following actions:

- If the point of failure being tested is a physical cable (for example, CAT-5e or CAT-6), disconnect the cable.
- If the point of failure being tested is a wireless airwave, disrupt the wireless signal.
- If the point of failure being tested is a network device, turn off the equipment or unplug its power cable.

b Wait for two minutes.

c Evaluate and record the consequences of the simulated failure to ensure that they meet the desired post-conditions of the test outlined below.

d Restore the failure by performing one of the following actions:

- If the point of failure being tested is a physical cable (for example, CAT-5e or CAT-6), re-connect the cable.
- If the point of failure being tested is a wireless airwave, restore the disrupted signal.
- If the point of failure being tested is a network device, turn on the equipment or plug in its power cable.

e Wait for two minutes.

f Evaluate and record the consequences of the recovery to ensure that they meet the desired post-conditions of the test.

3 The desired post-conditions of a test case may include one or more of the following:

a Observe if established calls that are not affected by the point of failure being tested remain up.

b Observe if all VESTA 9-1-1 Consoles that are not affected by the point of failure being tested remain logged on.

c Observe if there was any MDS/DDS switchover and determine if it is the correct and expected behavior for the test case.

d Observe if any logs, alarms, and diagnostics are generated, and determine if it is the expected behavior.

e If spanning tree is enabled, verify that the correct switch (that is, either the switch that connects MDS A and DDS A or that which hosts MDS B and DDS B) is elected as the root bridge.

f Verify that the ping does not time out for more than three seconds.

Notes

NTP Time Sources

10

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- ✓ Overview, **10-2**
- ✓ Redundant Master Clocks, **10-3**
- ✓ Single Master Clock, **10-5**

Overview

The National Emergency Number Association (NENA) *Recommended Generic Standards for E9-1-1 PSAP Equipment (NENA-04-001, Issue 2) Section 3.8* stipulates that

> In order to insure consistency of time stamps added to event records and reports, PSAP equipment such as CAD Computers, ANI/ALI Controllers, Voice Recorders, Radio Consoles, etc., shall be able to synchronize their internal clock to a PSAP master clock.

The NENA PSAP Master Clock Standard (NENA-STA-026.5-2016) Section 3.1 specifies that a Public Safety Answering Point (PSAP) master clock “SHALL be traceable to Coordinated Universal Time (UTC) and have a continuous accuracy of .1 seconds relative to UTC when locked to the UTC time source. In the event the PSAP master clock becomes unlocked from the external UTC source and must "free run", it MUST NOT exceed an error accumulation of more than 1 second per day.”

It is important for every VESTA 9-1-1 deployment to meet the NENA specifications cited above in order to provide precise legally traceable time for records of 9-1-1 events, which would be vital for settling any potential legal dispute.

Vesta Solutions certifies the use of NENA compliant Spectracom NetClock 9483 and 9483A as master clocks in VESTA 9-1-1 deployments. It is also important to note that all NetClock master clocks must be ordered with an integral oven-stabilized crystal oscillator (OCXO) to provide at least 30 days of accurate synchronization in case of loss of GPS signals due to antenna or antenna coaxial cable damage, or due to loss of equipment. The hold-over time parameter of the master clock must be adjusted to 30 days upon installation if OXCO is included. An inline GPS antenna surge protector must be installed at the minimum point of penetration into a building of the coaxial cable used for connection to the outdoor GPS antenna.

The following diagram illustrates the Stratum levels on a VESTA 9-1-1 solution.

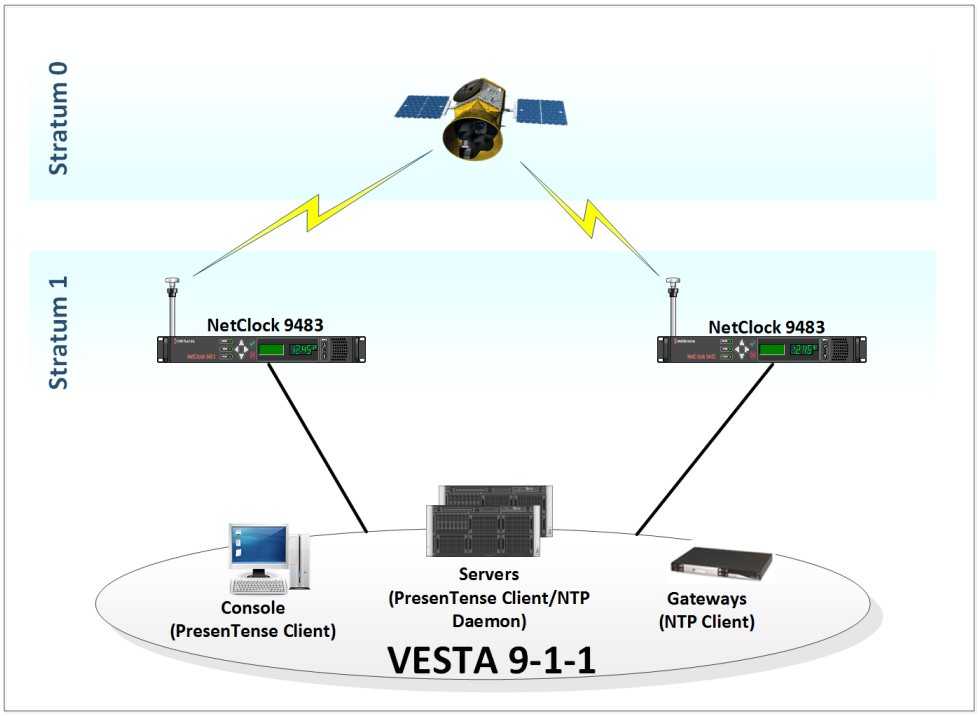

Figure 10-1: NetClock Stratum Levels for VESTA 9-1-1

Redundant Master Clocks

All geo-diverse VESTA 9-1-1 deployments should deploy two master clocks, one at each host site.

When deploying master clocks at host sites, consideration should be given to a design that utilizes the Spectracom Master Clock with the OCXO Oscillator to ensure consistent time synchronization in the event of loss of the GPS signal following the damage or loss of the GPS antenna or the coaxial cable. As previously noted, in-line GPS Antenna Surge Protectors must be installed. The Vesta Solutions sales engineer or architect determines the appropriate model of Spectracom Master Clock to be included in the design based on an assessment of the site.

Devices at each host site must use the local master clock as their primary time source, the master clock at the other host site as secondary time source, and MDS-A as the tertiary time source where applicable. A remote Public Safety Answering Point that has access to a reliable local time source and meets the NENA master clock specifications should designate its devices as the primary time source. Master clocks at the host sites should be used as secondary and tertiary time sources. On the other hand, if the devices at the remote PSAP do not have a reliable local time source that meets NENA master clock specifications, they should use the master clock at Host A as the primary time source, Host B as the secondary time source, and MDS-A as the tertiary time source.

In order for a master clock at a remote PSAP to be shared by local VESTA 9-1-1 devices and other PSAP systems, it must support multiple network ports. The onboard main Ethernet port of the master clock must be dedicated for the use of the VESTA 9-1-1 system. If the onboard Ethernet port is not available, the VESTA 9-1-1 system can use a dedicated Ethernet port on the expansion card.

The following diagram illustrates the use of a multiport master clock at a remote PSAP.

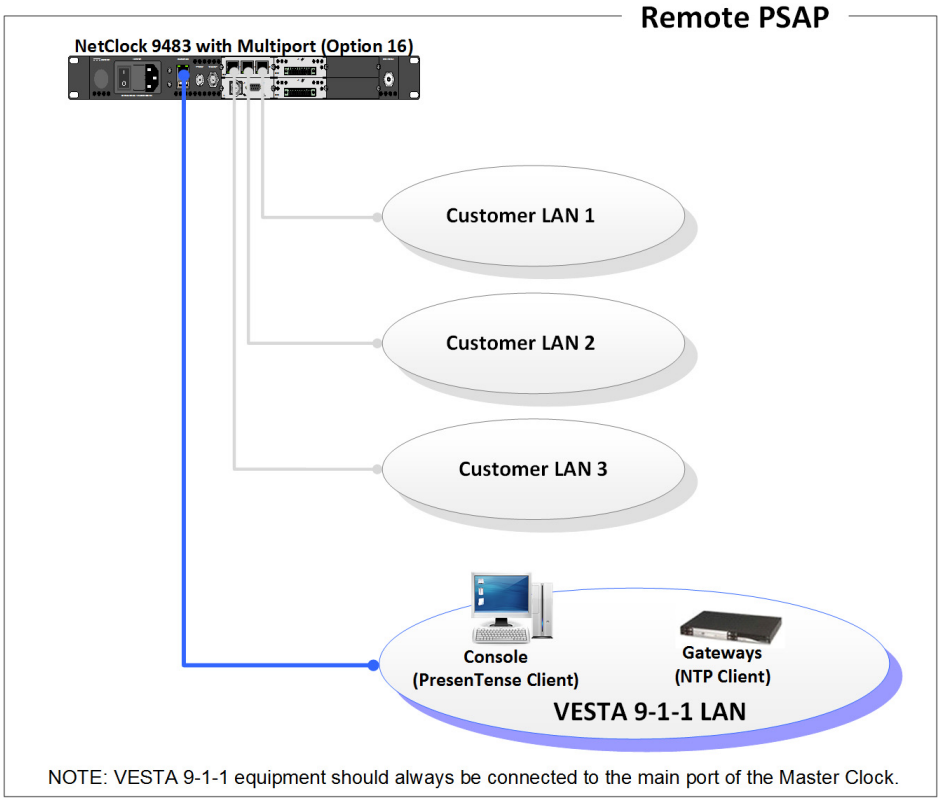

Figure 10-2: Multiport Master Clock at Remote PSAP

Devices of a geo-diverse VESTA 9-1-1 system shall configure their NTP time sources in the following manner:

- Devices in Host Site A
  - use the Host-A master clock as primary NTP time source
  - use the Host-B master clock as secondary NTP time source
  - use the MDS-A as tertiary NTP time source if applicable
- Devices in Host Site B
  - use the Host-B master clock as primary NTP time source
  - use the Host-A master clock as secondary NTP time source
  - use MDS-B as tertiary NTP time source if applicable

- Devices at a remote PSAP with a local time source
  - use the local master clock as primary NTP time source
  - use the Host-A master clock as secondary NTP time source
  - use the Host-B master clock as tertiary NTP time source
- Devices at a remote PSAP without a local time source
  - use the Host-A master clock as primary NTP time source
  - use the Host-B master clock as secondary NTP time source
  - use MDS-A as its tertiary NTP time source

Single Master Clock

A single-host VESTA 9-1-1 system would normally deploy only one master clock due to cost considerations, unless master clock resiliency is required by the customer. It is also important to note that the NetClock master clock must be ordered with an OCXO option.



Note

A geo-diverse deployment should always deploy two master clocks:one at each host site.

In a small single-host deployment with one master clock, the time sources of VESTA 9-1-1 devices shall be configured as follows:

- MDS-A
  - reference the master clock as primary time source
- MDS-B
  - reference the master clock as primary time source
  - reference the MDS-A as secondary time source
- All other devices
  - use the master clock as primary NTP time source
  - use the MDS-A as secondary NTP time source
  - use the MDS-B as tertiary NTP time source

Notes

Redundant CAD Spills

11

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✓ Redundant CAD spills to distributed CAD servers, **11-2**

Redundant CAD spills to distributed CAD servers

Figure 11-1 shows the Vesta Solutions-supported architecture and configuration that enables the Data Distribution Service (DDS) to deliver redundant computer-aided dispatch (CAD) spills to a CAD or map server over an IP network. The solution uses a Digi Terminal Server (for example, TS-4) in conjunction with the Black Box TL601A-R2 Data Sharer device. The Vesta Solutions demarc is at the Master Port of the RS-232 Data Sharer. The customer or a third party must supply the cable that connects the Data Sharer and CAD server.

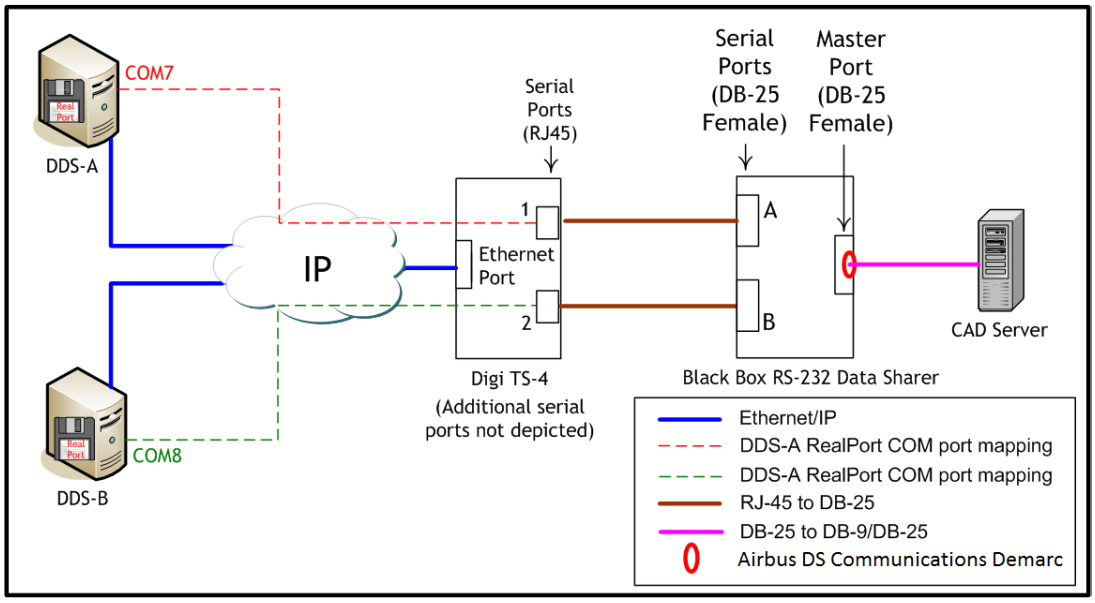


Figure 11-1: Vesta Solutions supported redundant CAD spills to distributed CAD servers

Multiple CAD servers are frequently deployed in a multi-site installation, as shown in Figure 11-2. Redundant CAD spills to distributed CAD servers transport CAD spills from a host site to a remote public safety answering positions (PSAP) over an IP network.

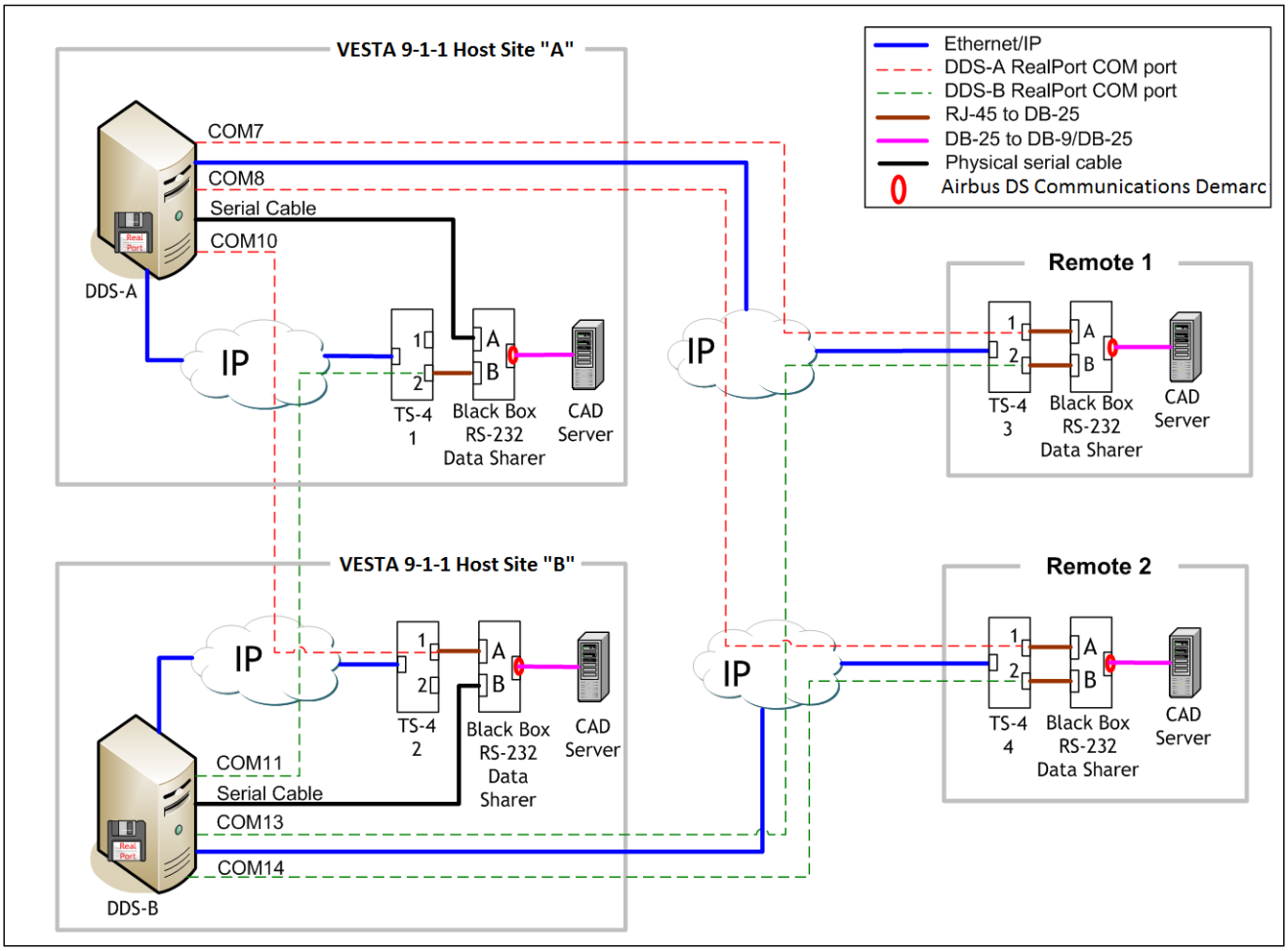


Figure 11-2: Redundant CAD spills to distributed CAD servers

Figure 11-2 shows a solution where each site is equipped with a CAD server that can receive a CAD spill over an IP network from either DDS A or DDS B. It is achieved by using a Digi TS-4 terminal server coupled with RealPort software that is installed on the DDSs. The RealPort software creates a virtual connection between a logical COM port on a DDS and a serial port on a TS-4, which the DDS uses to send CAD spill over the IP network. The redundancy comes from the ability of the TS-4 to map one of its serial ports to a virtual COM port on a DDS, while mapping another to a different DDS. The mapped serial ports on the TS-4 are physically connected to a Black Box TL601A-R2 Data Sharer, which is capable of arbitrating two serial input streams based on RTS assertion and forward the selected stream to the CAD server.

At each host site, one of the serial ports on the local Black Box RS-232 Data Sharer receives its input directly from a physical serial port of the collocated DDS. This approach slightly enhances resiliency by eliminating the probably of the TS-4 becoming a single point of failure. However, the Data Sharer device and local CAD server are still single points of failure.

Cabling

As shown in Figure 11-1, each DDS is connected to the terminal server (in this example, a TS-4) over an IP-based LAN/WAN. In this case, two serial ports on the terminal server are connected to two slave ports on the Data Sharer, using a RJ-45 to DB-25 (male) cable[1]. The master port of the Data Sharer in turn connects to the CAD server with a DB-25 (male) to DB-9 (female) cable. The following table contains the pinouts of the Data Sharer master port:

Table 11-1: Data Sharer master port

DB-25 Pin No.	Signal
2	TD
3	RD
6, 8	DSR, DCD
20	DTR
5	CTS

If, for example, the CAD server is equipped with a DB-9 (male) connector that terminates a cable from the Data Sharer master port, a custom-made cable with the following pinouts can be used to connect the Data Sharer and the CAD server.

Table 11-2: Data Sharer master port to CAD server port (DB-9)

DB-25 Pin No.	Signal	DB-9 Pin No.	Signal
2	TD	2	RD
3	RD	3	TD
6, 8	DSR, DCD	4	DTR
20	DTR	6, 1	DSR, DCD
5	CTS	7	RTS
4	RTS	8	CTS
7	SGND	5	SGND
22	RI	9	RI

1. Digi part numbers: 76000129 (RJ-45 to DB-25 Male Straight, 2') or 76000195 (RJ-45 to DB-25 Male Straight, 4').

Digi TS4 configuration

Each DDS uses the RealPort software to provide virtual connections to serial ports on the TS-4. First, use the RealPort software on DDS A to map a virtual COM port on DDS A to a serial port on the TS-4 (for example, COM7 on DDS A points to serial port 1 of the TS-4). Next, map a virtual COM port on DDS B to a different serial port on the terminal server. There must be a one-to-one mapping between a virtual COM port and a TS-4 serial port, it is not technically viable to map more than one DDS COM port into the same serial port on a terminal server – this is not a Vesta Solutions-supported configuration.

It should be pointed out that although Figure 11-1 shows only one TS-4 whose serial ports map to virtual COM ports on DDS A and DDS B, the serial ports could have been distributed across two different TS-4s.

DDS configuration

Once the COM port to serial port mapping is established, RTS assertion must be enabled on the corresponding CAD ports through the DDS Configurator.

Data Sharer

The only thing that needs to be done on the Data Sharer is to ensure that the RTS toggle switches of the relevant serial ports (that is, ports A and B) are in the down position, which indicates that the RTS is enabled.

QoS configuration

Because the CAD spill is sent from a DDS to a remote CAD server through the IP network, ensure that proper QoS configuration is performed on the data network so that the CAD spill receives proper treatment. It is recommended that this type of traffic be configured as AF31.

Notes

Redundant ALI Links

12

List of topics

✓ Redundant ALI links for geo-diverse host sites in different LECs, **12-2**

Redundant ALI links for geo-diverse host sites in different LECs

In some cases, the host sites of a geo-diverse system may be located in two different Local Exchange Carrier (LEC) areas. As a result, it may be necessary to extend one of the two Automatic Location Information (ALI) links in an ALI Group at each host site to the ALI database at the remote LEC through a Wide Area Network (WAN), as shown in Figure 11-1.

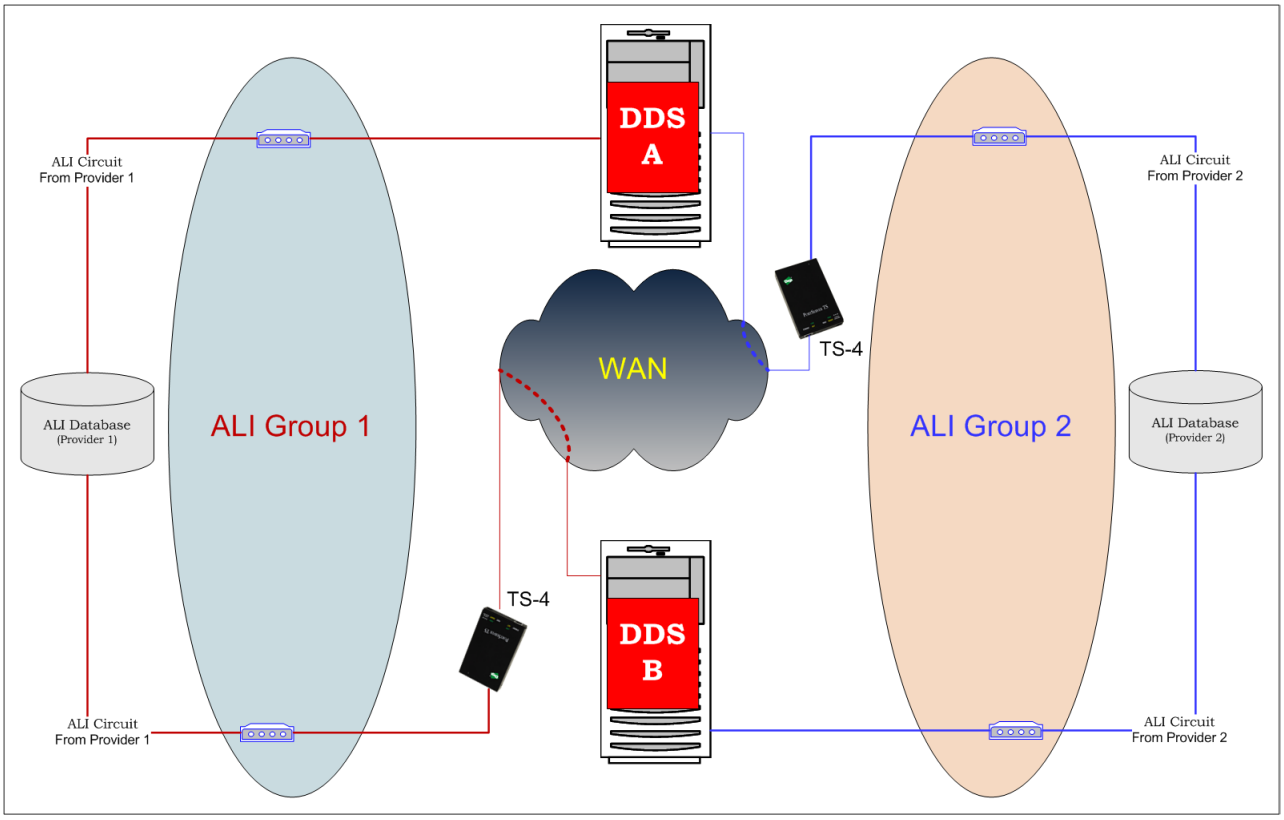


Figure 12-1: Geo-Diverse ALI Links to Databases in Different LECs

In the diagram, each ALI Group contains a physical link connecting a Data Distribution Service (DDS) to the ALI database located in the same LEC, while the peer DDS is connected to the ALI database in the other LEC.

QoS configuration

ALI requests and responses performed through TS-4 traverse an IP network. For this reason, the proper Quality of Service (QoS) configurations must be implemented on the data network. It is recommended that ALI traffic be configured with a Differentiated Services Code Point (DSCP) value of AF31.

ASN for Emergency Text Calls

13

List of topics

- ✓ VESTA 9-1-1 support for emergency text calls, **13-2**

VESTA 9-1-1 support for emergency text calls

VESTA 9-1-1 support for emergency text calls is described in the following sections.

- Background
- Network architecture
- Network considerations

Background

VESTA 9-1-1 supports the ability to receive and process a request for 9-1-1 help formatted as Short Message Service (SMS) messages. When a mobile user sends an SMS message to a 9-1-1 service, the SMS Center (SMSC) routes the text message to a Text Control Center (TCC). Upon receipt of the 9-1-1 text call, the TCC requests for its location information and caches the response for subsequent references. The TCC then delivers the text call to the Advanced Services Node (ASN). The ASN then forwards the text call and its location information to VESTA 9-1-1 operators, and relays subsequent SMS exchanges.

This section focuses on how the ASN interfaces with the TCC and the related network requirements. ASNs are the only components of a VESTA 9-1-1 solution that interface with the TCC. They are typically deployed as virtual machines and, in the case of a virtualized VESTA 9-1-1 system, resides in the same Hypervisor that hosts the Media Distribution Services (MDSs) and Data Distribution Services (DDSs). Unless otherwise specified, the ASNs typically belong to the same VESTA 9-1-1 VLAN and subnet used by the MDSs and DDSs.

The ASNs do not impose additional network requirements beyond those covered in “VESTA 9-1-1 Network Architecture” on page 2-1 to “Redundant ALI Links” on page 12-1. There are a few exceptions, and they are stated in this section.

Network architecture

An ASN consists of a collection of server components which together enable the provisioning, management and operation of the SMS capability. An ASN interfaces with a TCC to receive and send emergency SMS messages as well as to interrogate location information associated with a text call.

The ASNs are always deployed as a cluster of two members for resiliency purposes. The ASNs are frequently connected to a TCC, an external entity, over a non-secured external network or even the public network. As a result, firewalls are required to protect the ASNs from various forms of network and application-layer attacks, terminate VPN tunnels and provide topology hiding where required.

There are two ASN deployments to consider.

- Single-site ASN deployment
- Geo-diverse ASN deployment

Single-site ASN deployment

In the single-site deployment, both ASNs are in a single physical location, as shown in Figure 13-1. The ASNs interface with the TCCs through a pair of firewalls located on the VESTA 9-1-1 LAN. Each firewall is connected to the TCCs through a WAN.

The WAN-facing port of each firewall provides two functions.

- Service demarcation point between the ASNs and the TCCs
- Network demarcation point between the VESTA 9-1-1 LAN and the WAN provider

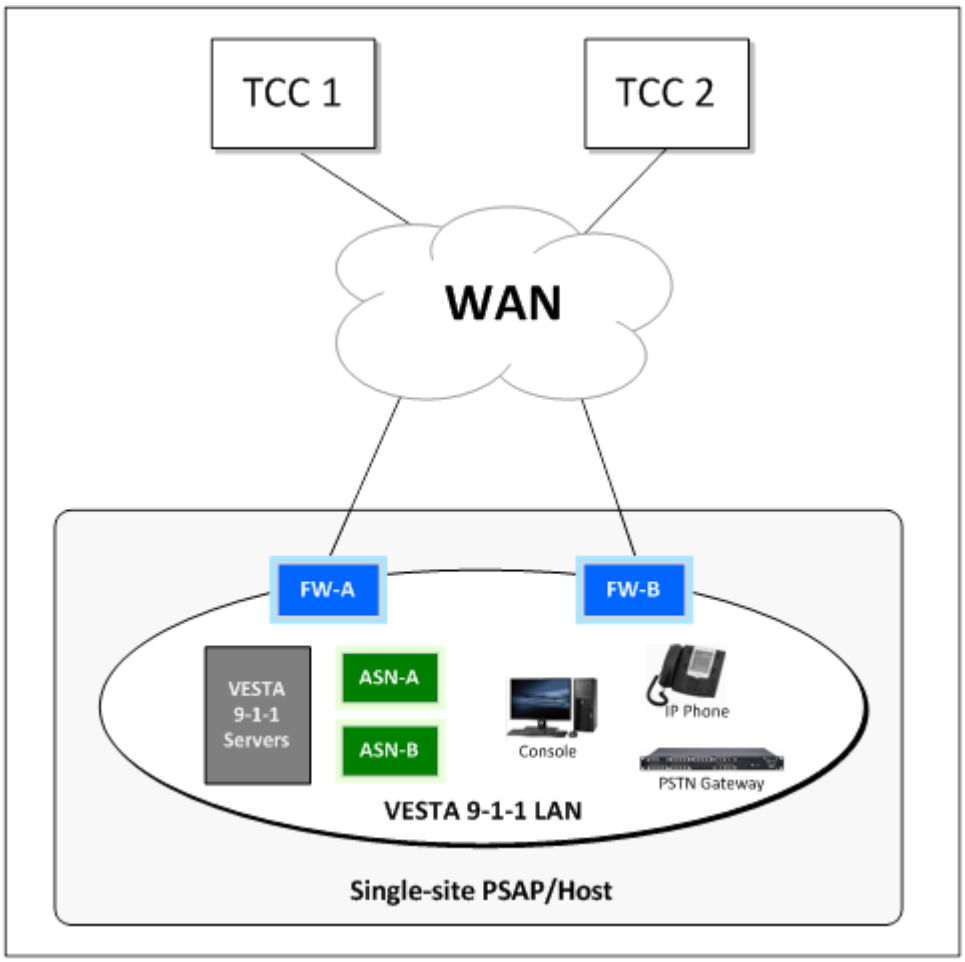


Figure 13-1: Single-site ASN deployment

Geo-diverse ASN deployment

When ASNs are deployed at geo-diverse VESTA 9-1-1 sites, one ASN is deployed at each host site, as shown in Figure 13-2. It is identical to the single-site model, except that the ASNs are dispersed across two different host sites. The ASNs interfaces with the TCCs through a pair of firewalls located on the VESTA 9-1-1 LAN and each firewall is connected to the TCCs through a WAN. The service and network demarcation points remain at the WAN-facing port of each firewall, as described in the single-site model.

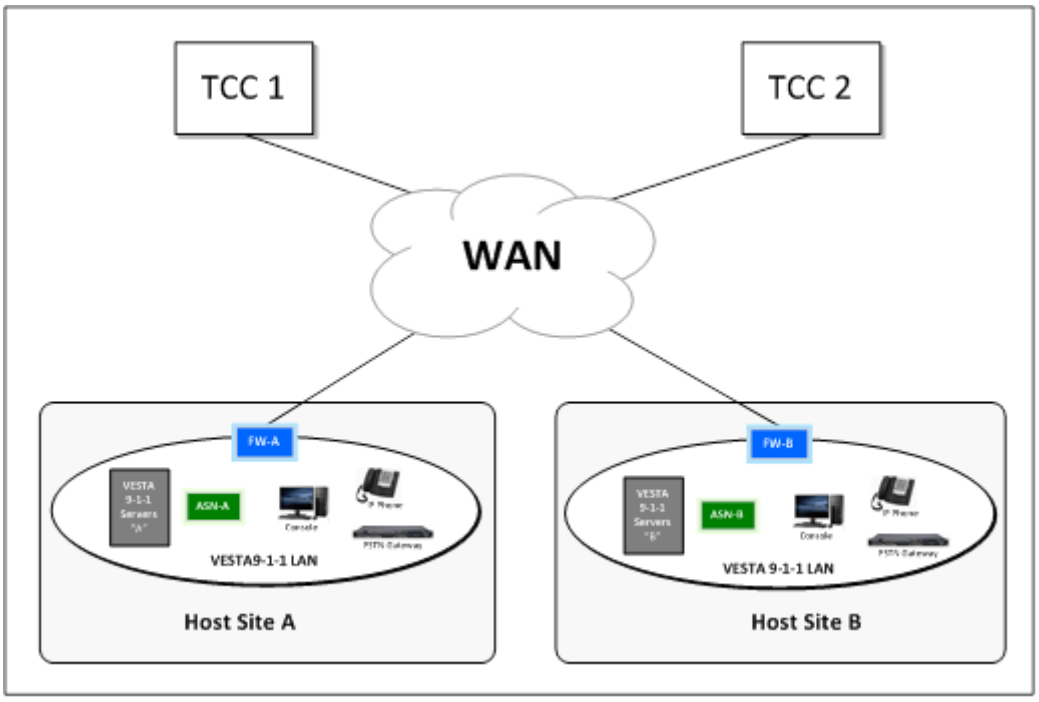


Figure 13-2: Geo-diverse ASN deployment

Network considerations

There are two ways to connect the firewall(s) at a host site to the TCCs. You can route through a trusted WAN or you can use IPSec VPNs. The discussions in the following sections apply to both single-site and geo-diverse deployments.

Non-VPN connections with TCCs

Traffic between the TCCs and the ASNs is securely routed over a private network without encryption. In some cases, the private IP address space in the customer premises equipment (CPE) cannot be routed in the WAN; this means that network address translation (NAT) is required on the firewalls.

When NAT is required, the network provider must supply two public IP addresses; one for the WAN facing port of each firewall. The firewall performs NAT on all inbound SMS sessions destined for the public address and the associated return traffic. The firewall also provides source-NAT traffic that originates from the ASNs and are destined for the TCCs.

VPN connections with TCCs

If the firewalls connect to the TCCs over the unsecured public network, IPSec VPN must be used between the TCCs and the firewalls. The network provider must provide a public IP address for the WAN-facing port of each firewall. Furthermore, if the TCCs only allow public IP addresses in the VPN tunnels, two additional public IP addresses are required; one for each ASN. Ideally, each firewall establishes a tunnel directly with both TCCs to form a fully meshed topology.

The firewall performs NAT on all inbound SMS sessions destined for the public addresses and the associated return traffic. The firewall also provides source-NAT traffic that originates from the ASNs and are destined for the TCCs.

Traffic permitted through the firewalls

The firewalls are configured to allow only the following traffic.

- Inbound session initiation protocol (SIP) and message session relay protocol (MSRP) packets from a TCC
- Outbound SIP and MSRP packets to a TCC
- Outbound HTTP-Enabled Location Delivery (HELD) requests and responses
- Domain name system (DNS) queries and responses

Access to public DNS servers

The ASN gets the location information of an emergency text call by de-referencing the location Uniform Resource Identifier (URI) in the Geo-location header of the incoming INVITE. In order to do so, the ASN needs to resolve the domain name of the Location Server (LS) through a public DNS server. As a result, the ASN needs access to a pair of external DNS servers that are capable of resolving public domain names. The DNS servers must be provided by a reliable source (for example, the customer's network provider or IT department) and the ASN must be able to initiate DNS queries to the DNS servers and receive the responses.

Quality of service for SMS traffic

All signaling and MSRP messages sent from an ASN to a TCC are marked with the DSCP value of AF12, per NENA 08-003. However, it is important to note that these are requests for emergency assistance, which is equivalent to 9-1-1 voice calls in nature. While the data network does not need to treat emergency text traffic with the same priority as RTP packets of an emergency voice call, sufficient network resources must be allocated to minimize their loss and delay.

Notes

Call Filter Service

14

List of topics

✓ VESTA 9-1-1 support for Call Filter Service, **14-2**

VESTA 9-1-1 support for Call Filter Service

The optional Call Filter Service (CFS) supports the Pocket Dial Filter, Queue Selector and Automated Abandoned Callback features.

You can deploy the CFS as one separate server (on the A-side in geo-diverse deployments) or as two separate servers.

IP Recording of Audio Calls

15

List of topics

✓ VESTA 9-1-1 support for IP recording of audio calls, **15-2**

VESTA 9-1-1 support for IP recording of audio calls

VESTA 9-1-1 support for IP recording of audio calls is described in the following sections.

- Background
- Single feed recorders
- Multiple feed recorders
- i3 logging (such as SMS) and screen capture

For detailed design and deployment recommendations, see the IP Recording with VESTA 9-1-1 application note.

Background

VESTA 9-1-1 supports the ability to record audio calls (both emergency and non-emergency) by capturing the Real-Time Transport Protocol (RTP) data stream (IP data packets that contain digitized audio). The RTP data stream is sent or received within the VESTA 9-1-1 system. RTP is typically exchanged between gateway ports and VESTA consoles (workstations, CommandPOST, or IP phones), but also (though not recommended) Auto Attendant, voice mail, and ACD queue audio messages from the Media Distribution Service (MDS).

To record RTP data packets sent to or from a particular endpoint (or target), you must mirror the data (from the LAN switch port to which the target is connected) to a second port which connects to the recorder. Multiple targets can be mirrored to a single recorder port, but different IP recorder platforms have different requirements. Single feed recorders require all mirrored data be consolidated onto a single connection to the recorder. Multiple feed recorders, by contrast, support multiple network interface ports and can accept mirrored data on many ports simultaneously. Multiple feed recorders then combine packets from the same conversation (which may arrive from different source switches) into a single recording, removing duplicates at the same time.

For redundant recorders, each VESTA 9-1-1 LAN switch needs two mirrored ports and connects one to each of the recorders. If the number of VESTA 9-1-1 LAN switches exceeds the number of available network interface ports on the recorders, you need to either deploy consolidation switches (see “Single feed recorders” on page 15-3) or to deploy additional recorders to handle the additional recording volume. The most common solution is to deploy additional recorders because the high number of network interface ports available on today's servers (typically 4 to 8) as well as the capacity limitations of the recorders for simultaneous recording channels.

Although it is technically possible, it is not recommended that RTP data be transported across the WAN to a distant recorder for logging in real-time or near real-time. To do so requires additional Cisco switches at the distant recorder site to receive the Remote Switch Port Analyzer (RSPAN) session, and then forward the data to the recorder servers. To transport a large amount of data presents a significant quality of service (QoS) threat to other higher-priority VESTA 9-1-1 traffic which can use the same WAN links. Therefore, Vesta Solutions does not support this deployment topology unless the following conditions are met:

- You must provide, configure, manage and maintain the aggregation switches at the source site (RSPAN session sources) without participation or support from Vesta Solutions.
- You must provide, configure, manage and maintain the RSPAN receiving switches at the recorder site without participation or support from Vesta Solutions.
- You must provide a separate, dedicated circuit (or other mechanism to preclude interference with WAN-traversing VESTA 9-1-1 traffic from recorder traffic). It must be validated and approved by both Vesta Solutions and NICE Systems engineering.

It is recommended that the real-time recording occurs locally. Also, any replication, duplication, or backup of recordings through the WAN be done at low-traffic times or when there is less competition for bandwidth from higher-priority data.

Single feed recorders

Single feed recorders require the deployment of an additional LAN switch in the VESTA 9-1-1 LAN to connect to the upstream target switches because all mirrored RTP data must be consolidated and delivered to the recorder on a single IP connection. The multiple feeds are then consolidated onto a single port that is connected to the recorder. For redundant recorders, redundant consolidation switches are recommended. A single consolidation switch presents a single point of failure in the otherwise-redundant recording solution. Figure 15-1 and Figure 15-2 show the deployment of consolidation switches in a non-redundant and redundant recording environment.

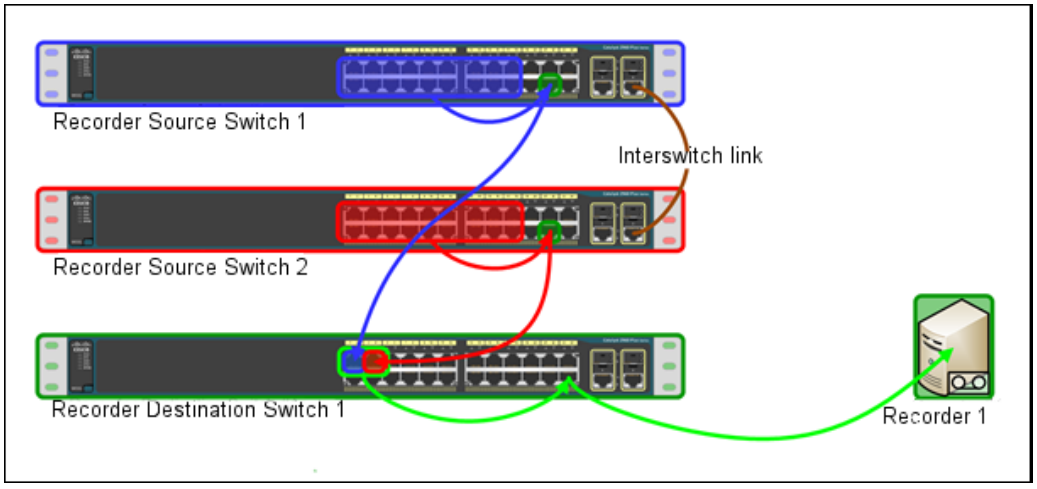


Figure 15-1: Single recorder, dual switch design

In Figure 15-1, Recorder Source Switch 1 and 2 switch to the connected recording device. The switch creates a monitor session and forwards the local recorder traffic downstream to Recorder Destination Switch 1. Recorder Destination Switch 1 switches to Recorder 1. The Recorder Destination Switch 1 consolidates traffic from upstream Recorder Source Switches into a single feed for the IP recorder.

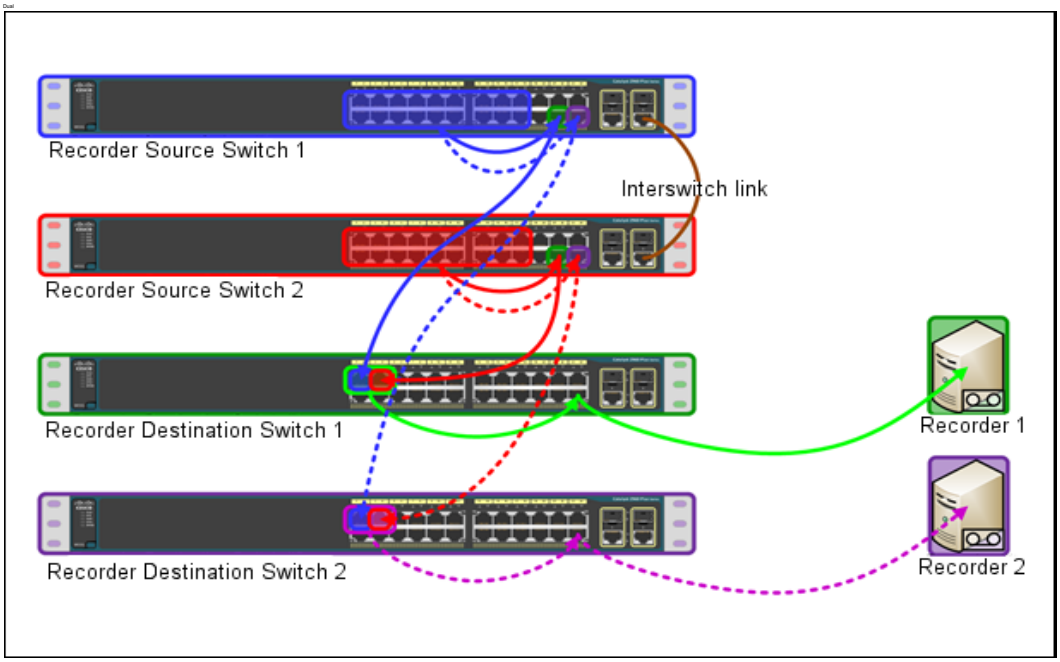


Figure 15-2: Dual recorder, dual switch design

In Figure 15-2, Recorder Source Switch 1 and 2 switch to the connected recording device. The switch creates a monitor session and forwards the local recorder traffic downstream to the Recorder Destination Switches. Recorder Destination Switch 1 and 2 switch to the connected recorder server(s) - one server for each switch. The Recorder Destination Switch 1 and 2 consolidate traffic from upstream Recorder Source Switches into a single feed for the IP recorder.

Multiple feed recorders

Because multiple feed recorders can support multiple connections from the VESTA 9-1-1 LAN, they do not require consolidation switches the way single feed recorders do (except in very rare cases). The design is much simpler and easier to expand (within the limits of the recorder). The mirror ports on the VESTA 9-1-1 LAN switches can be directly connected to the ports on the recorder network interface. Figure 15-1 to Figure 15-4 show this simplified design.

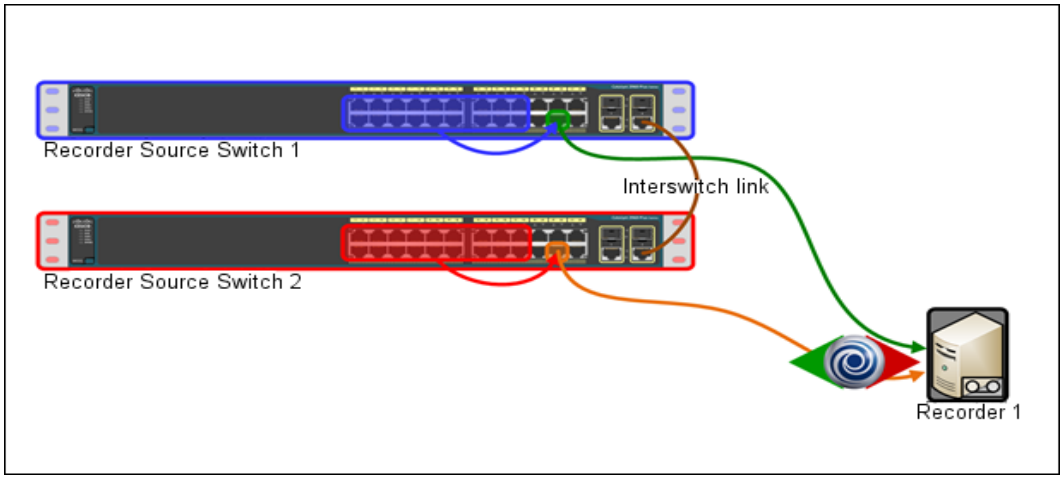


Figure 15-3: Multiple feed, single recorder

In Figure 15-3, Recorder Source Switch 1 and 2 switch to the connected recording device. The switch creates a monitor session and forwards local recorder traffic directly to the dedicated port on the recorder server.

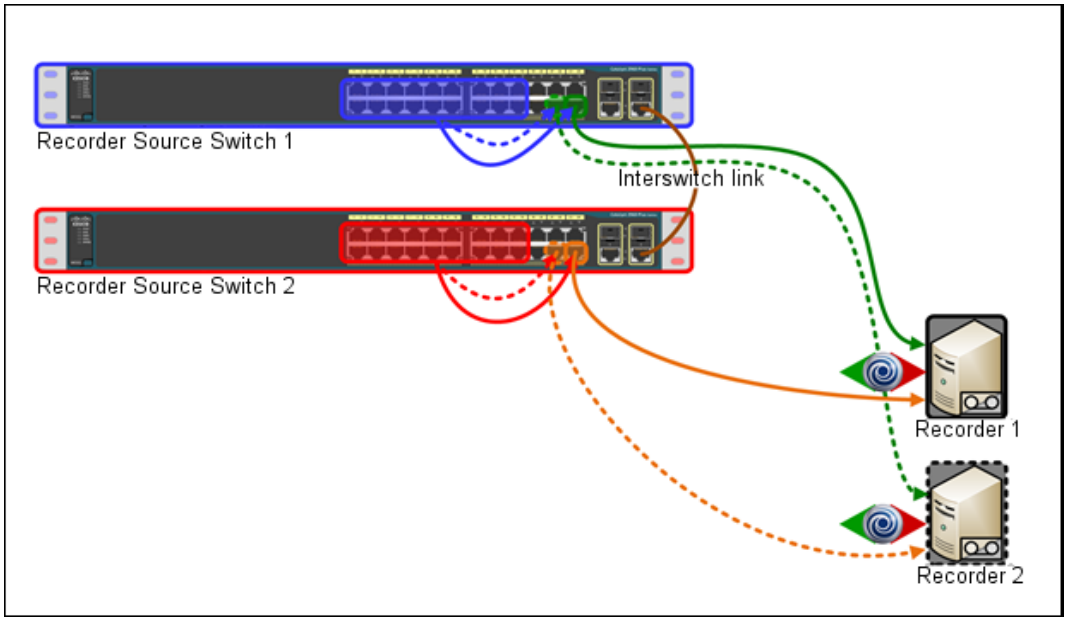


Figure 15-4: Multiple feed, dual recorders

In Figure 15-4, Recorder Source Switch 1 and 2 switch the connected recording devices. The switch creates a monitor session and forwards the local recorder traffic directly to both recorder servers.

i3 logging (such as SMS) and screen capture

As recorder solutions evolve to provide recording of data sources other than audio, the network needs to evolve to accommodate these new modalities. The use of SMS and other i3 data within the public safety answering positions (PSAP) is one application that has implications for the network designer. Another application is the ability to capture screen shots of agents' workstations for quality control and training purposes.

Until now, the recording of legacy and RTP audio has not required a direct network connection at the LAN level. The RTP data feeds are one-way, passive connections. The recorder network interface port(s) do not have an IP address on the VESTA 9-1-1 LAN and, therefore, do not present a security risk to the VESTA 9-1-1 infrastructure. For this reason, recorders are not typically deployed within the VESTA 9-1-1 LAN. They are part of a separate LAN, typically accessible by administrative personnel responsible for reviewing, retrieving, and screening recordings for various purposes.

With the advent of new data sources, direct, bidirectional network connectivity may become necessary to facilitate the recording of these new sources. Specifically, recording of VESTA SMS data requires connectivity between the Advanced Services Nodes (ASNs) on the Data Distribution Service (DDS) servers and the recorder server(s). Similarly, agent workstation screen captures require connectivity between these workstations and the screen capturing server(s). Unfortunately, from the VESTA 9-1-1 LAN perspective, those servers represent untrusted network elements and, as such, require you to take measures to protect the VESTA 9-1-1 LAN from access by unauthorized agents, malicious or otherwise.

The simplest way to do this is to install a firewall or other security appliance between the two networks and explicitly allow only that traffic which is required to provide the desired functionality. The variety of suitable devices and deployment requirements is numerous. It is strongly recommended that ADSC Solutions Engineering and the recorder vendor's engineering team be engaged as early as possible in order to ensure an effective and smooth deployment of the entire solution.

Notes

Direct PSAP Interconnect (DPI) 16

List of topics

- ✓ Overview of the DPI feature, **16-2**
- ✓ Network considerations for DPI, **16-2**
- ✓ Security considersations for DPI, **16-2**

Overview of the DPI feature

The Direct PSAP Interconnect (DPI) feature enables two independent VESTA 9-1-1 Call Handling Systems (CHS) to send and receive calls between each other over an IP network. When a call is transferred or conferenced between two VESTA 9-1-1 CHSs, the original ANI/pANI of the caller is delivered to the target VESTA 9-1-1 CHS.

Refer to the following documents for additional information about the DPI feature:

- *VESTA 9-1-1 Release 7.1 Product Guide (833954-00103)*
- *VESTA 9-1-1 Release 7.1 Configuration Guide (833967-00103)*

Network considerations for DPI

The DPI call leg of an inter-CHS call must be transported over a private IP network that complies with all relevant IP network requirements stated in previous sections of this document.

In addition, the IP network of each CHS must advertise the following routes to its DPI peer(s) in order for the feature to function:

- The host subnet
- All communicating PSAP's subnet(s) if they are different from the host subnet

Security considersations for DPI

Since a DPI call extends across two or more VESTA 9-1-1 CHSs, it is possible that these systems reside on disjointed IP networks that are administered by different entities which have not formed a trusted relationship. In that case, the customers should be made aware of the need for firewalls or some form of security safeguards between their networks. Inter-CHS security can be achieved by

- A master service agreement between the customers and their respective network providers that contractually provides security service and assurance
- Firewalls and associated security service

The customer is responsible for providing inter-CHS security safeguards between customer networks. Vesta Solutions will not be liable for any security breaches which result from the failure of the customer to provide adequate network security.

Network protocols and packet types

A

List of topics

✓ Network protocols and packet types, **A-2**

Network protocols and packet types

Depending on the network topology, design, and usage, the list of protocols and types of packets that can traverse the Vesta Solutions bridged network, connecting Side A and Side B of a geo-diverse VESTA 9-1-1, include the following:

- ARP — Address Resolution Protocol
- EIGRP — Enhanced Interior Gateway Routing Protocol
- FTP — File Transfer Protocol
- HTTP — HyperText Transfer Protocol
- ICMP — Internet Control Message Protocol
- IP — Internet Protocol
- IPsec — Internet Protocol Security
- MSTP — Multiple Spanning Tree Protocol
- NTP — Network Time Protocol
- OSPF — Open Shortest Path First
- Proprietary protocols (for example, ICOM/VCOM)
- RSTP — Rapid Spanning Tree Protocol
- RTP — Realtime Transport Protocol
- SCP — Secure Copy
- SIP — Session Initiation Protocol
- SSH — Secure Shell
- TCP — Transmission Control Protocol
- TFTP — Trivial File Transfer Protocol
- UDP — User Datagram Protocol
- VLAN Trunking — Virtual Local Area Network Trunking
- VRRP — Virtual Router Redundancy Protocol
- XML RPC — Extensible Markup Language Remote Procedure Call

VESTA 9-1-1 Port Usage

B

List of topics

- ✓ Introduction, **B-2**
- ✓ DDS server ports, **B-2**
- ✓ MDS server ports, **B-4**
- ✓ VESTA 9-1-1 console ports, **B-4**
- ✓ Digi TS4 ports, **B-5**
- ✓ AudioCodes Gateway ports, **B-6**
- ✓ ESXi Management PC ports, **B-7**
- ✓ ASN ports, **B-8**
- ✓ RMG (HUD) ports, **B-9**
- ✓ SDA Media Player ports, **B-9**
- ✓ RMA (HUD) Administrative Position ports, **B-10**
- ✓ VESTA Map ports, **B-10**

Introduction

This appendix describes the TCP and UDP ports used by components of the VESTA 9-1-1 systems starting with VESTA 9-1-1 R3.


Note

As new features and applications are developed, port usage can change without notice to the users of this document.

DDS server ports

This section describes the ports used by the Data Distribution Service (DDS) servers. The different types of port usage are in the following sections.

- VESTA 9-1-1 application ports
- Call Filter Service (CFS) ports
- EIM ports
- Windows 2012 services ports

VESTA 9-1-1 application ports

Table B-1 lists the ports that are used by the VESTA 9-1-1 applications on the DDS servers.

Table B-1: Ports used by VESTA 9-1-1 applications on DDS servers

Port number	Transport protocol	Port number	Transport protocol
135	TCP	9000	TCP
1801	TCP	9141	TCP
2103	TCP	9980	TCP
2105	TCP	9981	TCP
5000	TCP	40103	TCP
5160	TCP, UDP	40104	TCP
5250	TCP	40105	TCP
5500	TCP	40106	TCP
5984	TCP	50001	TCP, UDP
7000	TCP	54328	TCP
7440	TCP		UCP
8000	TCP	9200 - 9400	TCP[1]

1. ICMP message types 0/8 can also be sent between DDS and VESTA 9-1-1 gateways.

CFS ports

Table B-2 lists the ports that are used by the Pocket Dial Filter and Automated Abandoned Callback feature on the CFS servers.

Table B-2: Ports used by VESTA 9-1-1 applications on CFS servers

Port number	Transport protocol
8081 (CFS REST server for a request from the ACD)	TCP
60000 - 60799 (for RTP/RTCP)	UDP

EIM ports

Table B-3 lists the ports that are used by the ESInet Module (EIM).

Table B-3: Ports used by EIM

Port number	Transport protocol
3000 - 3020	UDP
4369	TCP
5060 (for back-to-back user agent in SIP UA)	TCP, UDP
5984	TCP
8193	TCP
40110 - 40139	TCP

Windows Server 2012 services ports

Table B-4 lists the ports that are used by various Windows Server 2012 services running on the DDS server.

Table B-4: Ports used by Windows Server 2012 services

Port number	Transport protocol
137	TCP
139	TCP
389	TCP
445	TCP
3389	TCP
1025 - 5000	TCP
49152 - 65535	TCP

MDS server ports

Table B-5 lists the ports used by the Media Distribution Service (MDS) servers.

Table B-5: Ports used by MDS servers

Port number	Transport protocol	Port number	Transport protocol
22	TCP	5160	TCP, UDP
53	TCP, UDP	5432	TCP
69	UDP	7070	TCP
80	TCP	8000 - 8100	UDP
123	UDP	8091	TCP
5050	TCP	8110	TCP
5060	TCP, UDP	8111	TCP
5070	TCP, UDP	8112	TCP
5080	TCP, UDP	8443	TCP
5100	TCP, UDP	9000 - 9999	UDP
5110	TCP, UDP	9980	TCP
5120	TCP, UDP	9981	TCP
5130	TCP, UDP	50001	TCP, UDP
5150	TCP, UDP	10000 - 22000	UDP
5152	TCP, UDP	[1]	

1. The MDS also uses ICMP message types 0/8 and 13/14.

VESTA 9-1-1 console ports

This section describes the ports used by the VESTA 9-1-1 consoles. The different types of port usage are in the following sections.

- VESTA 9-1-1 application ports
- Windows 10 service ports

VESTA 9-1-1 application ports

Table B-6 lists the ports that are used by the VESTA 9-1-1 applications on the VESTA 9-1-1 consoles.

Table B-6: Ports used by VESTA 9-1-1 applications on VESTA 9-1-1 consoles

Port number	Transport protocol
4369	TCP

Table B-6: Ports used by VESTA 9-1-1 applications on VESTA 9-1-1 consoles

Port number	Transport protocol
5060	TCP, UDP
5070	TCP, UDP
5672	TCP
5984	TCP
8000	TCP
9000	TCP
	UDP
9000 - 9100	UDP
40103	TCP

Windows 10 service ports

Table B-7 lists the ports that are used by various Windows 10 services.

Table B-7: Ports used by Windows 10 services

Port number	Transport protocol
135	TCP
137	TCP
139	TCP
445	TCP
3389	TCP
1025 - 5000	TCP
49152 - 65535	TCP

Digi TS4 ports

Table B-8 lists the ports that are used by a Digi 4 terminal server.

Table B-8: Ports used by Digi 4 terminal server

Port number	Transport protocol
443	TCP
771	TCP

AudioCodes Gateway ports

The following sections list the ports that are used by different AudioCodes Gateways.

- MP114
- MP118
- Mediant 1000
- Mediant 1000B
- Mediant 2000

MP114

Table B-9 lists the ports that are used by AudioCodes MP114 gateways.

Table B-9: Ports used by AudioCodes MP114 gateways

Port number	Transport protocol
23	TCP, UDP
80	TCP, UDP
443	TCP, UDP
5060	TCP, UDP
6000 - 6032[1]	UDP

1. A base port of 6000 (default setting) is assumed; otherwise, recalculate the upper bound using the following formula: (<BaseUDPPort> + 32).

MP118

Table B-10 lists the ports that are used by AudioCodes MP118 gateways.

Table B-10: Ports used by AudioCodes MP118 gateways

Port number	Transport protocol
23	TCP, UDP
80	TCP, UDP
443	TCP, UDP
5060	TCP, UDP
6000 - 6072[1]	UDP

1. A base port of 6000 (default setting); is assumed; otherwise recalculate the upper bound using the following formula: (<BaseUDPPort> + 72).

Mediant 1000

Table B-11 lists the ports that are used by AudioCodes Mediant 1000 gateways.

Table B-11: Ports used by AudioCodes Mediant 1000 gateways

Port number	Transport protocol
23	TCP, UDP
80	TCP, UDP
443	TCP, UDP
5060	TCP, UDP
6000 - 9292[1]	UDP

1. A base port of 6000 (default setting); is assumed; otherwise recalculate the upper bound using the following formula: (<BaseUDPPort> + 3292).

Mediant 2000

Table B-12 lists the ports that are used by AudioCodes Mediant 2000 gateways.

Table B-12: Ports used by AudioCodes Mediant 2000 gateways

Port number	Transport protocol
23	TCP, UDP
80	TCP, UDP
443	TCP, UDP
5060	TCP, UDP
6000 - 8992[1]	UDP

1. A base port of 6000 (default setting); is assumed; otherwise recalculate the upper bound using the following formula: (<BaseUDPPort> + 2992)

ESXi Management PC ports

Table B-13 lists the ports used by the ESXi Management PC.

Table B-13: Ports used by ESXi Management PC

Port number	Transport protocol
135	TCP
137	UDP
139	TCP
445	TCP
1801	TCP
2103	TCP
2105	TCP

Table B-13: Ports used by ESXi Management PC (continued)

Port number	Transport protocol
2107	TCP
1025 - 5000	TCP
49152 - 65535	TCP

ASN ports

Table B-14 lists the ports used by Advanced Services Node (ASN).

Table B-14: Ports used by ASN

Port number	Transport protocol
22	TCP
514	TCP
4565	TCP
4569	TCP
5060	TCP, UDP
5672	TCP
5682	TCP
5692	TCP
5070	TCP, UDP
7000	TCP
7001	TCP
8008	HTTP
8080	HTTP
8888	HTTPS
8980	HTTP
9042	TCP
9160	TCP
10514	UDP
15672	TCP
15682	TCP
15692	TCP

Table B-14: Ports used by ASN (continued)

Port number	Transport protocol
27000[1]	TCP

1. This port number can be configured. The valid values are 27000 to 30000.

RMG (HUD) ports

Table B-15 lists the ports used by the RMG (HUD) Enterprise Server.

Table B-15: Ports used by RMG (HUD) Enterprise Server

Port number	Transport protocol
21	TCP
80	TCP
1433	TCP
1434	TCP
7001	TCP
7002	TCP
8013	TCP
8014	TCP

SDA Media Player ports

Table B-16 lists the ports used by the SDA Media Player.

Table B-16: Ports used by SDA Media Player

Port number	Transport protocol
21	TCP
80	TCP
1433	TCP
1434	TCP

RMA (HUD) Administrative Position ports

Table B-17 lists the ports used by the RMG (HUD) Administrative Position.

Table B-17: Ports used by RMG (HUD) Administrative Position

Port number	Transport protocol
80	TCP
1433	TCP
1434	TCP
8013	TCP
8014	TCP

VESTA Map ports

Table B-18 lists the ports used by VESTA Map.

Table B-18: Ports used by VESTA Map

Port number	Transport protocol
80	TCP
443	TCP



Note

To enhance security, create a whitelist of all the public URLs that the customer wants access to.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 28, 2019

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 18-19.044, 911 Wide Area Network

All:

Your firm recently received a Request for Proposals for the above-mentioned specification.

This Addendum Number 1 provides for:

Clarification

4. 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 ~~twelve (12)~~ thirty six (36) months. The contract may be renewed for additional 2 twelve (12) months periods, up to a maximum ~~thirty-six (36)~~ 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

This Addendum Number 1 is furnished to all known prospective proposers. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

911 Wide Area Network

Solicitation Number PD 18-19.044

Solicitation

MAILING DATE: May 8, 2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CDT, May 29, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
27-1846084

Terms of Payment
30 Days from Invoice

Delivery Date will be 60 **days after receipt of purchase order**

"Reason for No Proposal"

Vendor Name: Uniti Fiber LLC
Address: 107 St. Francis St. Suite 1800
City, ST. & Zip: Mobile, AL 36602
Phone: (850) 375-1703
Toll Free: (877) 652-2321
Fax: (251) 445-0642

Joe McCourt, SVP Enterprise Operations
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer (Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

Proposal Form

Provide a cost proposal detailing the monthly cost of the wide area network services identified in Appendix A and a monthly total for the three locations based on the contract periods listed below:

A. 36 months — $ See Proposal Options

B. 60 months — $ See Proposal Options

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
M17000002774

Occupational License # 7945,7946

Florida DBPR Contractor's License, Certification, and/or Registration #, if applicable
N/A

Type of Contractor's License, Certification, and/or Registration, if applicable
N/A

Expiration Date: N/A

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning this Proposal:

Name: Lori Lightcap

Phone: 850-375-1703

E-Mail: lori.lightcap@uniti.com

Person to Contact for Emergency Service:

Name: NOC

Phone: 877-652-2321

E-Mail: noc@uniti.com

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this 23rd day of May, 20 19. Personally known Joe McCourt
OR produced identification _____ Type of Identification: _____
Notary Public: State of Alabama

My Commission Expires: _____

STATE OF ALABAMA NOTARY PUBLIC
JESSICA KAISER
My Commission Expires
January 3, 2021

Jessica Kaiser
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that Uniti Fiber, LLC does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

5-23-19

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: Delaware
Name as spelled in that state: Uniti Fiber, LLC

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
M17000002774

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Kenny Gundermann
Vice President: Joe McCourt
Director: Francis Frantz
Other: Jennifer Banner
Secretary: Daniel Heard
Treasurer: Mark A. Wallace
Director: David Solomon
Other: Scott Bruce

Name of Corporation (As Used in Florida)

Uniti Fiber, LLC
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: 107 St. Francis St. Suite 1800
City, State, Zip: Mobile, AL 36602

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:
27-1846084
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Lori Lightcap

E-Mail: lori.lightcap@uniti.com **Telephone:** 850-375-1703
Facsimile: 251-445-0642

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Joe McCourt
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified by: _____ Date: _____

SUBMITTED 29 May 2019

Escambia County Florida – RFQ for 911 Wide Area Network

SOLUTION PROPOSAL

Submitted By:
Lori Lightcap – Account Manager
Uniti Fiber

May 29, 2019

Paul R. Nobles
Escambia County Florida
911 Wide Area Network

This bid is being furnished by **Uniti Fiber**. Enclosed you will find Uniti Fiber's response to your RFQ for dedicated high-speed circuits in regard to the county emergency 911 system. Having completed many similar projects of this nature, combined with our strong regional presence, we feel well positioned to be your preferred service provider. Uniti Fiber hopes to be involved in the development of your project.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Lori Lightcap
Account Manager
lori.lightcap@uniti.com
c: 850-375-1703
tech support (noc): 877-652-2321
unitifiber.com

RFQ Response

BACKGROUND AND EXPERIENCE

This bid is being furnished by **Uniti Fiber.**

Uniti Fiber is a division of Uniti, a publicly traded Real Estate Investment Trust (REIT). Uniti's common stock trades on the NASDAQ stock market under the ticker symbol: UNIT.

Uniti Fiber is a leading provider of infrastructure solutions, including cell site backhaul and small cell for wireless operators, and Ethernet, Wavelengths and Dark Fiber for telecom carriers and enterprises. Whether the challenge is improving network reach and quality, increasing capacity or maintaining cost certainty for the future, **Uniti Fiber** delivers a custom-designed, technology-agnostic and access-agnostic solution.

Uniti Fiber's team of infrastructure professionals has the expertise, dedication and customer focus to provide a variety of network connectivity options in lower-tier and rural markets where customers are struggling to find reliable, scalable and affordable solutions. **Uniti Fiber's** growing infrastructure spans 1.3m fiber strand miles and connects over 15.5K customer locations with local access to over 2,600 municipalities and dozens of utilities enabling **Uniti Fiber** to deliver its customized solutions wherever its customers' toughest challenges exist.

Uniti Fiber's Headquarters is located at 107 St Francis St, Suite 1800, Mobile AL 36602. All equipment used in this project will be the property of Uniti Fiber and well-protected. Uniti Fiber maintains a rigorous plant protection program to ensure that the network is as protected from harm as possible. This plant protection program includes:

- Regular ride-outs of the full network to identify network issues and network vulnerabilities
- A rigorous Call-Before-You-Dig Program that includes ensuring that all network is accurately registered with the State 811 Program.
- An in-house Plant Protection team that processes thousands of Call-Before-You-Dig requests annually. This team's sole purpose at Uniti Fiber is to determine where the network is vulnerable to potential damage by activity in the vicinity of the network. All

vulnerable fiber is adequately marked, and when needed a Uniti Fiber Plant Protection employee supervises the third-party work around our network to ensure the safety of the network.

- The maintenance of close and active relationships with municipal, county and state road departments to understand current and future road projects in order to determine a plan for the protection of the Uniti Fiber network throughout the duration of that project.
- Membership in NJUNS to ensure timely knowledge of aerial utility projects so that Uniti Fiber aerial network can be protected adequately and in a timely manner.

Uniti Fiber's reputation as a quality provider extends beyond the quality and stability of our network. We are known in our region as a top place to work, attracting employees that bring top-tier service to our customers, from engineers to account managers. We are proud of the industry recognition we have received in recent years. In 2015, Uniti Fiber was ranked as the 51*st* Best Workplace for Women by Fortune Magazine. From a quality perspective, the Department of Defense's Carrier Management Group has routinely classified Uniti Fiber as one of the best carriers in the United States. We are also proud of our growth and stability within the telecommunications market. The expansion and growth of our network and business was recognized by Inc. Magazine, which included Uniti Fiber in their INC 5000 ranking from 2007-2015. These recognitions help quantify the quality and stability Uniti Fiber provides to our customers.

The following is a small sample of references available to Escambia County Florida.

Escambia County Florida Board of County Commissioners

Contact:	Shawn Fletcher
Phone:	(850) 595-1678
Address:	221 Palafox Place Suite 210, Pensacola, FL, 32502
Services:	Fiber Optic WAN and Internet
Description:	Uniti Fiber provides a large-scale fiber optic WAN for Escambia County Florida connecting 37 sites across Escambia County. Uniti Fiber also provides 500 Mbps of Internet to ESCFL. Uniti provides 10 Mbps ethernet up to 1 Gbps at the 37 locations. Uniti Fiber began providing these services to ESCFL in August of 2015.

Escambia County Sheriff's Office

Contact:	Will Meloy
Phone:	(850) 436-9642
Address:	1700 W Leonard Street, Pensacola, FL 32501
Services:	Fiber Optic WAN and Internet
Description:	Uniti Fiber provides a large-scale fiber optic WAN for Escambia County Sheriff's Office, connecting 11 sites.. Each remote site is connected at speeds of 10 Mbps, 40 Mbps or 80 Mbps connectivity with 1 Gbps handoff at the aggregation point. Uniti Fiber also provides 300 Mbps of Internet to ESCOSO Uniti Fiber began providing these services to ESCOSO in December of 2014.

Sacred Heart Hospital

Contact: Treece Efird

Phone: (850) 503-5932

Address: 5151 N 9th Avenue, Pensacola, FL 32504

Services: Fiber Optic WAN and Internet

Description: Uniti Fiber provides a fiber optic WAN for Sacred Heart Hospital connecting each of their 56 locations back to the main location at speeds of 100 Mbps up to 10 Gbps. Uniti Fiber also provides 2 Gbps of Internet. This network was delivered in June of 2005.

City of Pensacola, Florida

Contact: John Love

Phone: (850) 436-5615

Address: City Hall, 180 Government Center, Pensacola, Florida 32501

Services: Fiber Optic WAN and Internet

Description: Uniti Fiber provides the entire metropolitan Wide Area Network for the City connecting all the City's facilities. Over 30 of these facilities - including City Hall, the Police Department, the Fire Department, Energy Services of Pensacola, the Pensacola Airport, the Port of Pensacola, and others, are connected over Uniti Fiber's fiber optic network at a speed of 1 Gbps per site. Uniti Fiber also provides all Internet Services for the City as well as the County Library System.

University of South Alabama

Contact: Shane Clemmons

Phone: 251-461-1659

Address: Computer Services Center, 307 N University Blvd., Univ. of South Alabama, Mobile, AL 36688

Services: Internet and Dark Fiber

Description: Uniti Fiber provides 5 Gbps of Internet for the University and its hospital system. Uniti Fiber also provides Internet for the University's Brookley Campus under a separate contract. Additionally, Uniti Fiber provides the fiber optic backbone for the University of South Alabama WAN connecting their campus to their four primary medical facilities, including the University of South Alabama Medical Center, Knollwood Hospital, and Women and Children's Hospital. Each of these sites is connected at 1 Gbps. Finally, Uniti Fiber transports all of the University's voice traffic for the University and its hospital system as a subcontractor to the University's voice provider.

UNDERSTANDING OF THE PROJECT

Uniti Fiber understands customer requirements and will provide a Layer 2 ethernet solution to customer with diverse circuit connectivity with no single point of failure and meet project schedule dates as outlined in this RFP.

METHODOLOGY AND MANAGEMENT

Project Management Methodology

1. **Define the job in detail:** Determine what work must be done; evaluate the customer's requirements and the environment in which those requirements must be delivered; determine success criteria for the project and how it will be demonstrated to the customer; create Project Plan defining each project task and the projected timeline for each.
2. **Assign a Project Manager/Project Management Team:** Dedicate a qualified leader and assistants to track milestones, report to the customer, and resolve issues.
3. **Estimate time and cost:** In a detailed Project Plan, tasks are outlined and the time required to complete each task is estimated. Estimates are based on experience with past similar projects.
4. **Define Critical Path Items:** A critical path item is a "show stopper" – a task that must be completed on time for the entire project to be completed on time. Identifying the critical path items in an installation project enables us to focus on the tasks that are most time sensitive and have dependencies first. This provides us a way to more effectively schedule resources, manage the progress and completion of the project, and identify problem areas earlier.
5. **Establish a procedure for change:** Changes are inevitable. Fiber system installations typically require governmental and other third-party permits or authorizations. We are never sure whether those permits will be granted until they are granted. As such, we must be quick to recognize when permits become problematic and to change paths when necessary. If changes impact delivery timelines, we present those changes to the customer in a timely and effective manner. If the customer rejects the changes, we develop a resolution.

Project Manager

Uniti Fiber Project Managers participate in Project Management Institute (PMI) local project management training; The Project Manager is responsible for overall project success, manages all project activities, and acts as the single Point of Contact (POC) with our customers. Typical project manager tasks include the following:

- Acting as a liaison between the customer and our Project Team
- Assigning resources to activities
- Coordinating all deployment activities to successfully complete service activation orders (Uniti Fiber's standard testing is RFC 2544, a copy of which is provided to the customer at turn up; customers have the option for Head to Head Testing if requested; once Service delivery is complete, the Head to Head testing can be scheduled through one of our three Network Operations Centers (Mobile, AL; New Orleans, LA; St. Petersburg, FL); once the service is activated, our Project Manager issues a Service Delivery Notification (SDN) via email and includes the standard RFC 2544 test results
- Coordinating and monitoring progress of any fiber construction and telecommunications services installation
- Working with the customer's team for any access needed for site planning or installation
- Conducting weekly and monthly meetings or conference calls with the customer and Uniti Fiber Executive Sponsor to update project status
- Preparing monthly and ad hoc (as required by the customer) status reports and updating the schedule/Project Plan
- Reviewing all Uniti Fiber deliverables and delivering them to the customer
- Keeping Uniti Fiber Executives informed of progress and any problems that delay completion
- Working with our Project Team to engage the appropriate engineer or technician to resolve any issue

Project Management Milestones

- **Initiation Phase:** Scope is determined and documented. Processes and execution plan are described so the customer understands the project from start to finish.
- **Planning Phase:** Project Plan is created, reviewed, and followed to guide the steps for successful project completion.
- **Design Phase:** Another project plan is developed and used during the design phase. Once the design phase is complete, a list of items that must be completed by the customer prior to the start of implementation is produced.
- **Implementation Phase**: Once the planning and design phases are complete, a project plan is developed to guide the implementation of the system. The steps in this plan are designed to fully define all the tasks and documentation required to complete implementation in an organized and disciplined manner. As each step is complete, the step is checked off to indicate the date complete.
- **Project Completion:** The project is considered complete only when all implementation and testing has been successfully completed, all open issues resolved, and the customer has tested and accepted the service. Once project implementation is complete, the system is transitioned into operational status. Any issues discovered after implementation are tracked and resolved using trouble tickets and escalation procedures.

INSTALLATION AND MAINTENANCE

Deployment Points of Contact

Escambia County Florida will be appointed a single point of contact for the deployment of this project. Brandy Gervais will serve as Uniti Fiber's dedicated Project Manager and primary POC. Uniti Fiber project managers participate in internal and local project management training through Mobile's PMI Branch (Project Management Institute).

The project manager is responsible for the overall success of the project and manages all project activities. Although the project manager will not know all of the technical details for each aspect of the project, he or she will engage the appropriate engineer or technician to resolve any issue. Responsibilities include:

- Acting as a liaison between the customer and all Uniti Fiber personnel
- Assigning resources to activities.
- Coordinating and monitoring progress of any fiber construction and telecommunications services installation.
- Conducting weekly and monthly meetings or conference calls with the customer to update the status the project.
- Preparing status reports and updates to the schedule.
- Accepting deliverables prepared by Uniti Fiber and delivering them to the customer.
- Keeping Uniti Fiber management informed of progress on the project and any problems that would delay completion.

The Escambia County Florida project will be fully supported by your Project Manager, who allocates appropriate resources across our company to ensure on-time delivery.

Support Personnel

In addition to Brandy Gervais, who will serve as your Project Manager and oversee the completion of your build, David McAuley will oversee the construction of the project. With over 10 years of construction experience, David has risen to the top of our outside plant staff to the position of Director. The robustness and stability of Uniti Fiber's network is a direct result of David's determination, hard work, attention to detail and extreme high standards of workmanship. David is responsible for the scheduling and oversight of Uniti Fiber's outside plant design, pricing and construction. He was an integral part in achieving our unprecedented network construction efforts for the City of Pensacola and for the United States Department of Defense where he accelerated a 90-day construction project into only 7 days.

Billing and compliance activities will be overseen by our Controller Greg Tapscott. Mr. Tapscott joined Uniti Fiber in September 2006 and oversees the Company's accounting and regulatory departments. Greg is a CPA and member of the American Institute of Certified Public Accountants. Greg has had exposure to a wide variety of industries. He began his career at Ernst & Young, LLP in the Birmingham, Alabama office spending eight years there and ultimately serving as an audit manager to large manufacturing, distribution and retail clients throughout the state of Alabama. While at Ernst & Young, he provided accounting and public filing guidance to clients and mentored younger staff. Most recently, Greg worked at Compass Bancshares, a Fortune 500 company headquartered in Birmingham, Alabama, managing division controllers. He also assisted Compass in performing due diligence and completing accounting integration on several significant acquisitions. Greg holds a B.S. in Accounting from Birmingham-Southern College.

Network Support

Remote Network Surveillance from the NOCs delivers a reliable network monitoring and event notification service via continuous visibility of a managed network on a 24x7x365 basis. Using alarm collection equipment connected to network elements (NEs), our NOC Technicians forward alarms 24 hours a day to Uniti Fiber's Operations Team. NOC Technicians have worked with optical vendors to develop agreed-upon alert thresholds of reliability and agreed-upon alarm configurations for alarm reporting, thus ensuring your staff is always notified of important issues.

In addition to 24/7/365 access to our NOC, Uniti Fiber will provide Escambia County Florida a dedicated point of contact for ongoing maintenance and troubleshooting of all components of the network. This point of contact will be capable of providing Tier 1 and Tier 2 support.

Remote Network Surveillance (24x7x365)

Remote Network Surveillance from the Uniti Fiber NOC delivers a reliable network monitoring and event notification service via continuous visibility of a managed network on a 24x7x365 basis. Using alarm collection equipment connected to network elements (NE's), Uniti Fiber NOC Technicians forward alarms 24 hours a day to Uniti Fiber's Operations team for response. Uniti Fiber NOC Technicians have worked with optical vendors to develop agreed-upon alert thresholds of reliability and agreed-upon alarm configurations for alarm reporting, thus ensuring that your staff is always notified of those issues that are of importance to Escambia County Florida.

Remote Network Surveillance Characteristics

- Provide 24-hours-per-day/7-days-a-week coverage, including holidays and weekends
- Perform Event Recognition and Identification
- Isolate faults
- Perform periodic status checks of alarm collection equipment
- Notify appropriate teams of alarm type and condition, as required by Uniti Fiber and Escambia County Florida
- Provide system activity reports that list troubles by type and reason for call-out
- Set up and control administrative logs

Trouble Management Team Responsibilities

- Open/Update/Close/Escalate NE Trouble Tickets
- Track the resolution of Trouble Tickets
- Dispatch/Refer/Escalation of unresolved troubles, as required

Service Level Agreement (SLA)

We issue credit allowances for service outages; credits appear on the next invoice following processing. A service outage begins when a customer reports the outage to the NOC and ends when the affected circuit is fully operational upon confirmation by the end user or successful testing by Uniti Fiber. No credits are given for the following outage scenarios:

- Caused by Customer or an end user
- Due to failure of power or equipment provided by Customer or 3rd parties
- During any period in which Uniti Fiber is not given access to the Service premises
- Part of a planned outage for maintenance
- Due to a force majeure event

Enterprise NOC Contact & Escalation List		
Contact Information	Hours	24x7x365
	Phone	**877-652-2321**
	Email	NOC@uniti.com
Escalations		
LEVEL 1	Name	**Claude Moore**
	Title	Enterprise NOC Manager
	Phone - Office	877-652-2321
	Phone - Mobile	251-525-7237
	Email	claude.moore@uniti.com
LEVEL 2	Name	**Jared Derringer**
	Title	NOC Director
	Phone - Office	877-652-2321
	Phone - Mobile	251-525-4948
	Email	jared.derringer@uniti.com
LEVEL 3	Name	**Robert Ward**
	Title	Vice President-Operations
	Phone - Office	251-277-4421
	Phone - Mobile	225-337-0368
	Email	robert.ward@uniti.com
LEVEL 4	Name	**Eric Daniels**
	Title	Sr. Vice President - Engineering & Operations
	Phone - Office	251-662-1513
	Phone - Mobile	251-583-0755
	Email	eric.daniels@uniti.com
Maintenance / Change Management		
Standard/Planned Notifications Send To:	Phone	877-652-2321
	Email	changemgmt@uniti.com

Emergency Notifications Send To (both):	Phone	877-652-2321
	Email	changemgmt@uniti.com
	Contact	Uniti Fiber NOC
	Email	NOC@uniti.com
Maintenance/Change Windows	Monday to Friday - midnight to 05:00 local time	
Special Instructions	No work to be performed on Saturdays, Sundays or holidays with VP approval.	
Escalations	**Name**	**Mike Fry**, Tier-3 & Change Control Manager
	Phone & Email	872-742-0620, michael.fry@uniti.com
Testing & Turn-Up		
Support Group Information	Phone	877-652-2321
Escalations	Name	**Austin Carr**
	TItle	Director, NOC
	Phone	251-259-7022
	Email	austin.carr@uniti.com

INFRASTRUCTURE

Fiber network infrastructure for this project is wholly owned and operated by Uniti Fiber for all locations. It is in NO way leased, bartered, under an IRU, or otherwise provided by any other third party. Uniti assures Escambia County that this infrastructure is 100 percent provided by Uniti and operated accordingly. Uniti Fiber has the ability to reach all locations as provided on this RFP with 100 percent of our own fiber and infrastructure. Locations are listed as follows:

Escambia County Emergency Communications Center
6575 North "W" St.
Pensacola, FL 32505

Pensacola Police Department
711 N. Hayne Street
Pensacola, FL 32501

Escambia County Sheriff's Office
1700 W. Leonard St
Pensacola, FL 32501

COST

Option 1: 100 Mbps Ethernet Diverse Path Single Entrance

36 months: $1050 per month per site
60 months: $725 per month per site

Option 2: 100 Mbps Ethernet Diverse Path Dual Entrance

36 months: $1575 per month per site
60 months: $1075 per month per site

Add Ons:

36 Month: $1,150 per month for all sites
60 Month: $775.00 per month for all sites

Layer 3 Network Managed WAN Service Offering – this includes all Cisco equipment and management of equipment for the diverse routers at each location.

NOC Scope of Services for Layer 3 Network Add On
24 X 7 Monitoring, Alert Filtering, & Alert Priority from ITLL and MSP Certified NOC
Alert & Incident Prioritization With Multi-Level Escalations
Standard Operating Procedures (SOPs) Based Initial Remediation
Configuration Backup of Infrastructure as Applicable
Firmware/Software Upgrades as Required or On Request Basis
Troubleshooting and Full Remediation
3rd Party Vendor Escalations for Further Troubleshooting and Full Resolution of Configuration Issues
Root Cause Analysis of Critical Issues

ABILITY TO MEET SCHEDULE

Uniti Fiber will be able to turn up ethernet circuits to the three specified locations by September 15th, 2019. However, construction for fully diverse paths and dual entrances may extend beyond this date.

INNOVATIVE SOLUTIONS AND OFFERINGS

Uniti Fiber is continuously growing and upgrading our network to offer the most up to date services available in our industry. The network offering being discussed in this offering will be able to continue to grow with Escambia County and meet your ongoing needs. With notice and discussion Uniti Fiber can scale this network to higher bandwidth speeds to meet higher demands.

FINANCIAL REPORT

Please see below copy of our Form 10-K for the year ending December 31, 2018. The complete financial report may be viewed/printed by visiting http://investor.uniti.com/financial-information/annual-reports

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2018
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 **For the transition period from _____ to _____ Commission File Number 001-36708**

Uniti Group Inc.
(Exact name of Registrant as specified in its Charter)

Maryland	**46-5230630**
(State or other jurisdiction of (I.R.S. Employer incorporation or organization)	**Identification No.)**
10802 Executive Center Drive	
Benton Building Suite 300	
Little Rock, Arkansas	**72211**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (501) 850-0820

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, $0.0001 Par Value	The NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES NO

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). YES NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

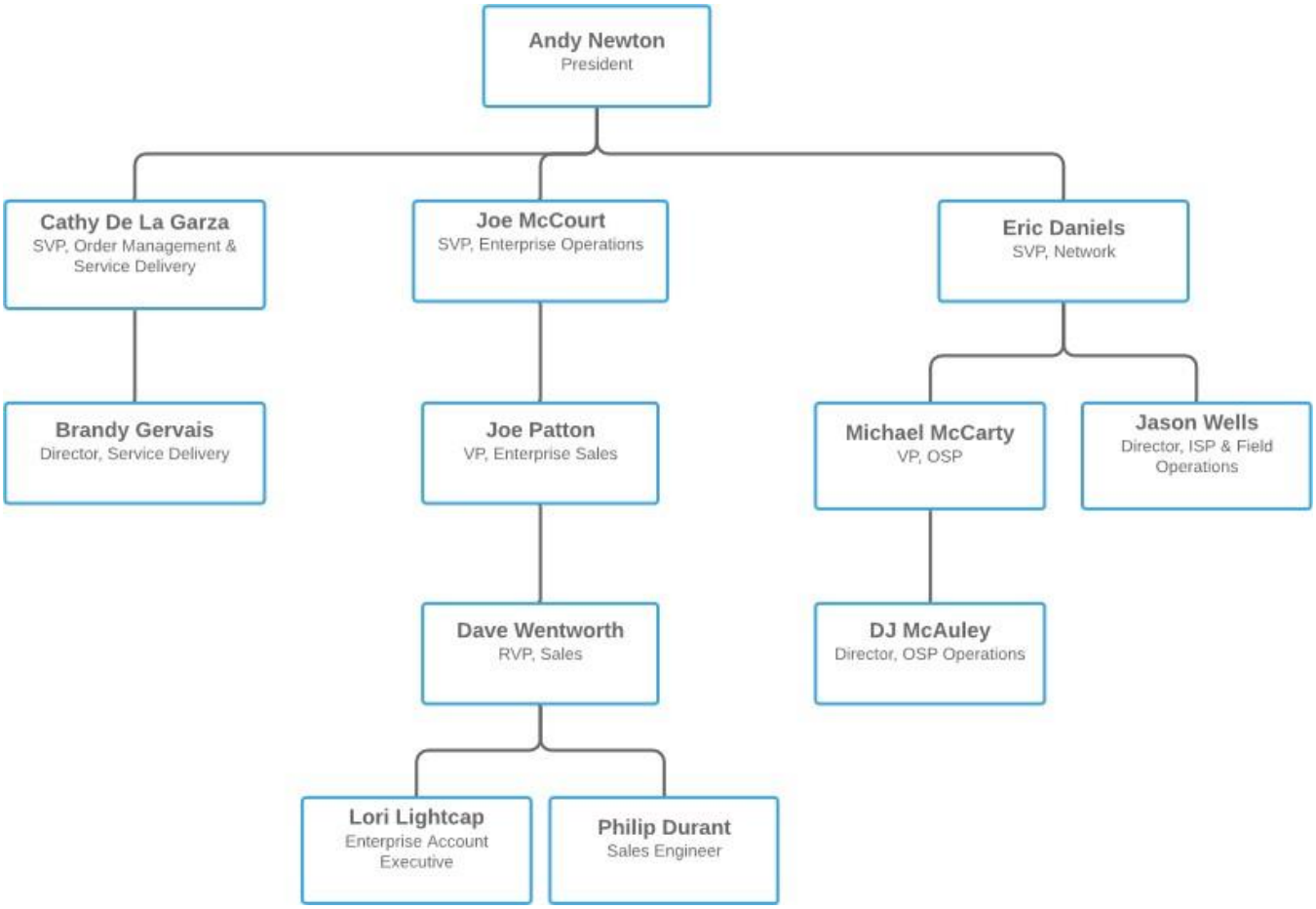
Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). YES NO

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the Registrant, based on the closing price of the shares of common stock on The NASDAQ Global Select Market on June 30, 2018, was $2,842,783,509 The number of shares of the Registrant's common stock outstanding as of March 6, 2019 was 183,103,947.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive proxy statement relating to the 2019 annual meeting of stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K.

4.3 Company Requirements/Organizational Chart:



With over 700 employees involved in the day to day operations of Uniti Fiber and our network we have the skill sets, capabilities, and capacity to address of the areas listed in this RFP including the below certifications.

ENGINEERING CERTIFICATIONS

CCDA	CCNP-COLLA	CH-DCAAMR	CQS-CCSSR
CCDP	CCNP-DC	CH-DCASER	CQS-CVNS
CCNA	CCNP-SEC	CH-ECSEV2	CQS-CWSER
CCNA-DC	CCNP-V	CH-UCUCR	CQS-ECFE
CCNA-SEC	CCNPW	CQS-ASAFER	CQS-ECSE
CCNA-V	CH-CSSER	CQS-BNASER	CQS-ENASER
CCNA-VID	CH-CUAR	CQS-CCADR	CQS-UCTAMR
CCNA-WL	CH-CUWSSR	CQS-CCENT	CQS-UCTFER
CCNP	CH-CVR	CQS-CCSR1	CQS-UFTAM

4.4 General Requirements:

Uniti acknowledges they agree with all of the above.

4.5 Maintenance:

Below is list of minimum of (3) required technicians for the Escambia County Region -

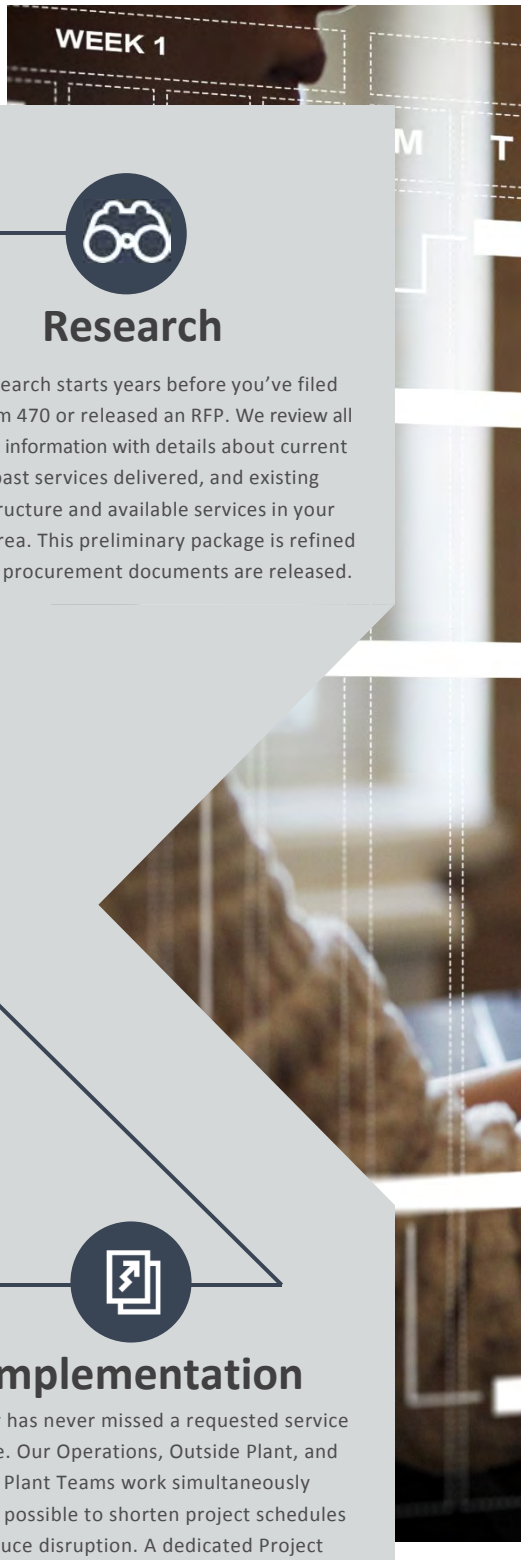
Dan Blake, OSP Engineer
Robby Averette, Field Operations
Joey Peters, ISP Field Operations

Uniti Fiber acknowledges they agree with all of the above.

4.10 WAN Requirements:

Uniti acknowledges they agree with all of the above.

PROJECT **MANAGEMENT**



Research

Our research starts years before you've filed your Form 470 or released an RFP. We review all available information with details about current and past services delivered, and existing infrastructure and available services in your market area. This preliminary package is refined once the procurement documents are released.

Design

Our Engineering Teams are experts in the field of telecommunication equipment and network design. When they receive your request for proposal, they tailor their design to your network needs, focusing on reliability, flexibility, scalability, and

Implementation

Uniti Fiber has never missed a requested service start date. Our Operations, Outside Plant, and Inside Plant Teams work simultaneously whenever possible to shorten project schedules and reduce disruption. A dedicated Project Manager ensures that the implementation stays on track and keeps our customers updated.



Testing

All Uniti Fiber services are fully tested to meet or exceed industry standard specifications or customer specifications, whichever are most stringent. The testing phase is the last step of the process that ensures Uniti delivers you a turn-key solution.

Maintenance

Uniti Fiber continues to monitor your service after it has started, in accordance with contractual requirements. Our 24x7x365 NOC Engineers respond and initiate resolution to any degredation or interruption in your service.

CONSTRUCTION & **IMPLEMENTATION**



01 – ENGINEERING AND DESIGN

Before the ink is even dry on the contract, we begin with the critical engineering work along the public rights-of-way; because the permitting process has a significant impact on the delivery timeline. Our crews do route and site surveys, gather pole data, and prepare base maps and CAD plans for aerial and underground segments. This phase also includes building entrance design, and the creation of a Green Light Package (GLP) authorizing Uniti Fiber to perform work on County property.

ESTIMATED TIME: 2 – 4 WEEKS



02 – PERMITTING

The number and type of permits required varies based on who has authority for the rights-of-way along the route. Examples include railroad companies, county and municipal entities, the state Department of Transportation, and various utilities. Because each entity has its own requirements and processes, permits are approved at different times. If a permit request is denied, the segment goes back into the Engineering and Design Phase. As soon as we receive permits for a segment, construction begins.

ESTIMATED TIME: 1 – 12+ WEEKS



03 – CONSTRUCTION

Sequencing of construction is dependent on the order in which permits are received. Uniti Fiber will deploy construction crews to begin underground, aerial, and inside plant construction simultaneously to whichever segments receive permit approval from the necessary authorities. Meanwhile, our engineers receive and configure the customer premise equipment that will be placed at the demarcation location. Upon completion of contiguous stretches of fiber, splicing crews are dispatched and technicians install the configured switches.

ESTIMATED TIME: 4 - 6 WEEKS



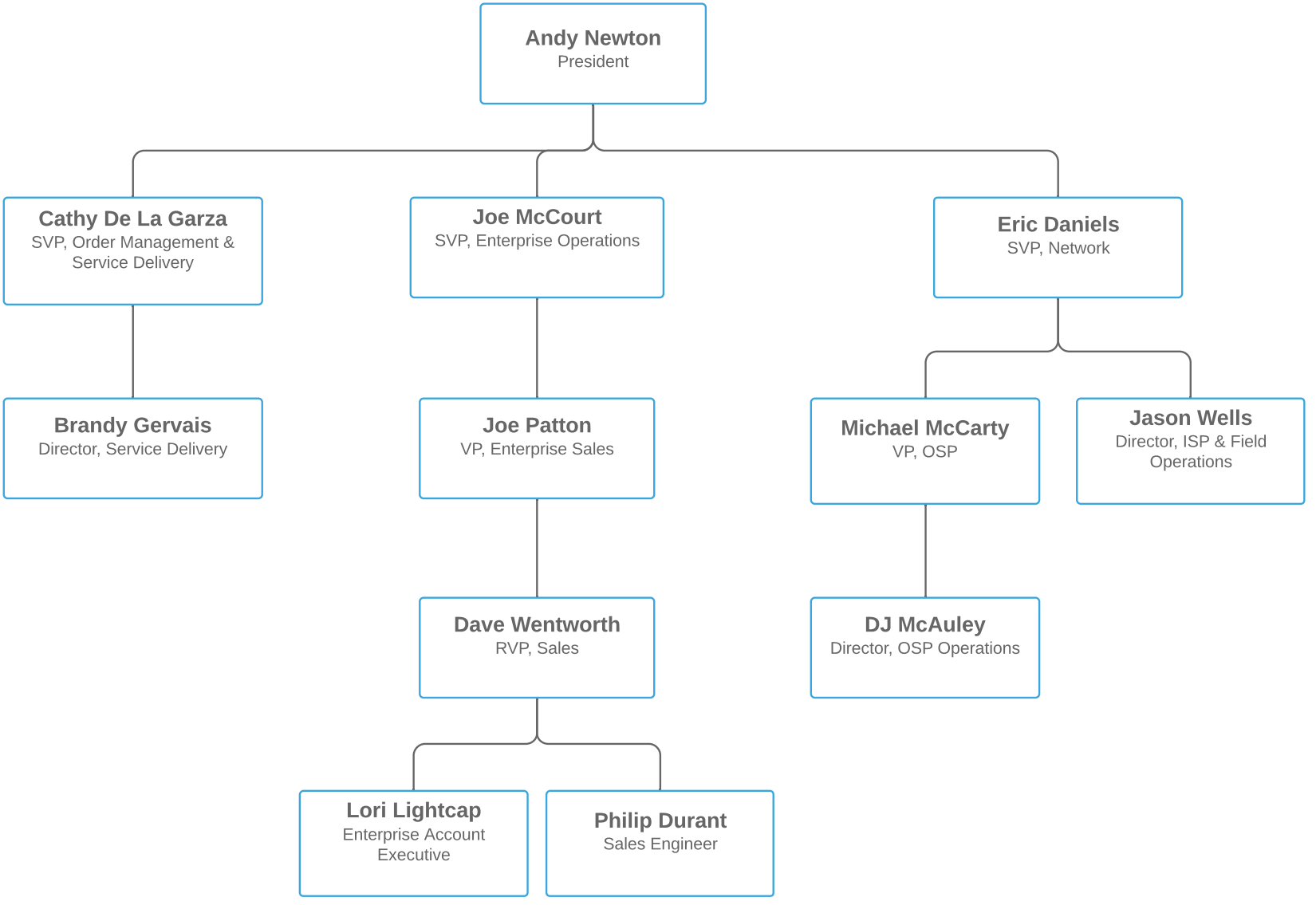
04 – TESTING AND TURN UP

Uniti Fiber will internally test and document the results of all circuits. Testing can begin as soon as all splicing between end points is complete. Circuits will not be released to County until throughput has been verified. If a circuit does not test successfully, splicing is redone or fiber replaced, depending on the source of the problem. Once plugged into our hand-off assignment, County can call our 24/7/365 NOC to request customer testing end to end. The District will be provided the relevant information for the individual circuit, to include the circuit ID.

ESTIMATED TIME: 1 - 2 WEEKS

Uniti Fiber Organizational Chart

May 28, 2019



Detail by Entity Name

Foreign Limited Liability Company
UNITI FIBER LLC

Filing Information

Document Number	M17000002774
FEI/EIN Number	27-1846084
Date Filed	03/31/2017
State	DE
Status	ACTIVE

Principal Address

10802 Executive Center Drive
Benton Bldg., Suite 300
Little Rock, AR 72211

Changed: 04/03/2019

Mailing Address

10802 Executive Center Drive
Benton Bldg., Suite 300
Little Rock, AR 72211

Changed: 04/03/2019

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Manager

Gunderman, Kenneth
10802 Executive Center Drive
Benton Bldg., Suite 300
Little Rock, AR 72211

Title Manager

Heard, Daniel
10802 Executive Center Drive

Benton Bldg., Suite 300
Little Rock, AR 72211

Title Manager

Wallace, Mark
10802 Executive Center Drive
Benton Bldg., Suite 300
Little Rock, AR 72211

Annual Reports

Report Year	Filed Date
2018	04/06/2018
2019	04/03/2019

Document Images

04/03/2019 -- ANNUAL REPORT	View image in PDF format
04/06/2018 -- ANNUAL REPORT	View image in PDF format
03/31/2017 -- Foreign Limited	View image in PDF format

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificate to provide alternative local exchange telecommunications service by Telsys, Inc.	DOCKET NO. 010830-TX
In re: Application for certificate to provide alternative local exchange telecommunications service by Southern Light, LLC.	DOCKET NO. 011152-TX ORDER NO. PSC-01-1974-PAA-TX ISSUED: October 4, 2001

The following Commissioners participated in the disposition of this matter:

E. LEON JACOBS, JR., Chairman
J. TERRY DEASON
LILA A. JABER
BRAULIO L. BAEZ
MICHAEL A. PALECKI

NOTICE OF PROPOSED AGENCY ACTION
ORDER GRANTING CERTIFICATES TO
PROVIDE ALTERNATIVE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

The entities listed below have applied for certificates to provide Alternative Local Exchange Telecommunications (ALEC) service, pursuant to Section 364.337, Florida Statutes. Upon review of their applications, it appears that these entities have sufficient technical, financial, and managerial capability to provide such service. Accordingly, we hereby grant to each of these entities the certificates depicted below, which shall

DOCUMENT NUMBER DATE
12613 OCT-4 a
FPSC-COMMISSION CLERK

authorize them individually to provide ALEC services throughout the State of Florida.

ENTITY'S NAME	CERTIFICATE NO.
Telesys, Inc.	7943
Southern Light, LLC	7946

If this Order becomes final and effective, it will serve as each entity's certificate. Each entity should, therefore, retain this Order as proof of certification. The Commission is vested with jurisdiction on this matter pursuant to Sections 364.335 and 364.337, Florida Statutes.

ALEC providers are subject to Chapter 25-24, Florida Administrative Code, Part XV, Rules Governing Telecommunications Service Provided by Alternative Local Exchange Companies. ALEC providers are also required to comply with all applicable provisions of Chapter 364, Florida Statutes, and Chapters 25-4, Florida Administrative Code.

Pursuant to Section 364.337(2), Florida Statutes, basic telecommunications service provided by an ALEC "... must include access to operator services, "911" services, and relay services for the hearing impaired." Further, Section 364.337(2), requires that an ALEC's "911" service "... shall be provided at a level equivalent to that provided by the local exchange telecommunications company serving the same area."

In addition, under Section 364.336, Florida Statutes, certificate holders must pay a minimum annual Regulatory Assessment Fee (RAFs) of $50 if the certificate was active during any portion of the calendar year. A RAFs Return notice will be mailed each December to each of the entities listed above for payment in January. Neither the cancellation of its certificate nor the failure to receive a RAFs Return notice shall relieve any of these entities from its obligation to pay RAFs.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that we hereby grant, to the entities listed herein, certificates to provide Alternative Local Exchange Telecommunications services, subject to the terms and conditions set forth in the body of this Order. It is further

ORDERED that this Order shall serve as each entity's certificate and should, therefore, be retained by these entities as proof of certification. It is further

ORDERED that any protest to the action proposed herein shall specify the entity or entities to which it applies. It is further

ORDERED that, if a protest is filed as to the certification of any particular entity or entities, that protest shall not prevent the action proposed herein from becoming final with regard to the remaining entities listed in this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, these dockets shall be closed.

By ORDER of the Florida Public Service Commission this 4th Day of October, 2001.

BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

(S E A L)

JAE

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of

the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 25, 2001.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificate to provide alternative access vendor service by Southern Light, LLC.	DOCKET NO. 011153-TA ORDER NO. PSC-01-1998-PAA-TA ISSUED: October 8, 2001

The following Commissioners participated in the disposition of this matter:

E. LEON JACOBS, JR., Chairman
J. TERRY DEASON
LILA A. JABER
BRAULIO L. BAEZ
MICHAEL A. PALECKI

NOTICE OF PROPOSED AGENCY ACTION
ORDER GRANTING CERTIFICATE TO PROVIDE
ALTERNATIVE ACCESS VENDOR SERVICES

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

Southern Light, LLC (Southern Light) has applied for a certificate to provide Alternative Access Vendor (AAV) services pursuant to Section 364.337, Florida Statutes. Upon review of its application, it appears that Southern Light has sufficient technical, financial, and managerial capability to provide such service. Accordingly, we hereby grant Certificate No. 7945 to Southern Light.

If this Order becomes final and effective, it shall serve as Southern Light's certificate. Southern Light should, therefore, retain this Order as proof of certification. The Commission is

DOCUMENT NUMBER-DATE
12764 OCT-8
FPSC-COMMISSION CLERK

vested with jurisdiction over this matter pursuant to Sections 364.335 and 364.337, Florida Statutes.

AAV providers are subject to Chapter 25-24, Florida Administrative Code, Part XIV, Rules Governing Alternative Access Vendor services, as well as the terms and conditions of Order No. 24877, issued August 2, 1991. AAV providers are also required to comply with all applicable provisions of Chapter 364, Florida Statutes, and Chapter 25-4, Florida Administrative Code.

In addition, under Section 364.336, Florida Statutes, certificate holders must pay a minimum annual Regulatory Assessment Fee (RAFs) of $50 if the certificate was active during any portion of the calendar year. A RAFs Return notice will be mailed each December to Southern Light for payment in January. Neither the cancellation of the certificate nor the failure to receive a RAFs Return notice shall relieve Southern Light from its obligation to pay RAFs.

Based on the foregoing, it

ORDERED by the Florida Public Service Commission that we hereby grant Certificate No. 7945 to Southern Light, LLC, which shall authorize it to provide Alternative Access Vendor services, subject to the terms and conditions specified in the body of this Order. It is further

ORDERED that this Order shall serve as Southern Light, LLC's certificate and should be retained by Southern Light, LLC as proof of certification. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 8th Day of October, 2001.

BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

(S E A L)

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative

Code. This petition must be received by the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 29, 2001.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Company ID Number: 1188373

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Uniti Fiber Holdings Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1188373

Approved by:

Employer Uniti Fiber Holdings Inc.	
Name (Please Type or Print) Jennifer Ragsdale	Title
Signature Electronically Signed	Date 04/11/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/11/2017

Company ID Number: 1188373

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Uniti Fiber Holdings Inc.
Company Facility Address	10802 Executive Center Drive Benton Building, Suite 300 Little Rock, AR 72211
Company Alternate Address	
County or Parish	PULASKI
Employer Identification Number	810981858
North American Industry Classification Systems Code	532
Parent Company	Uniti Group Inc.
Number of Employees	100 to 499
Number of Sites Verified for	6

Company ID Number: 1188373

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)
FLORIDA	1 site(s)
GEORGIA	1 site(s)
LOUISIANA	1 site(s)
MISSISSIPPI	1 site(s)
TEXAS	1 site(s)

Company ID Number: 1188373

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Katrinka Shields
Phone Number	(501) 850 - 0851
Fax Number	
Email Address	katrinka.shields@uniti.com

Name	Jennifer Ragsdale
Phone Number	(501) 850 - 0838
Fax Number	
Email Address	jennifer.ragsdale@uniti.com

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Enterprise NOC Contact & Escalation List		
Contact Information	Hours	24x7x365
	Phone	**877-652-2321**
	Email	NOC@uniti.com
Escalations		
LEVEL 1	Name	**Claude Moore**
	Title	Enterprise NOC Manager
	Phone - Office	877-652-2321
	Phone - Mobile	251-525-7237
	Email	claude.moore@uniti.com
LEVEL 2	Name	**Jared Derringer**
	Title	NOC Director
	Phone - Office	877-652-2321
	Phone - Mobile	251-525-4948
	Email	jared.derringer@uniti.com
LEVEL 3	Name	**Robert Ward**
	Title	Vice President-Operations
	Phone - Office	251-277-4421
	Phone - Mobile	225-337-0368
	Email	robert.ward@uniti.com
LEVEL 4	Name	**Eric Daniels**
	Title	Sr. Vice President - Engineering & Operations
	Phone - Office	251-662-1513
	Phone - Mobile	251-583-0755
	Email	eric.daniels@uniti.com
Maintenance / Change Management		
Standard/Planned Notifications Send To:	Phone	877-652-2321
	Email	changemgmt@uniti.com
Emergency Notifications Send To (both):	Phone	877-652-2321
	Email	changemgmt@uniti.com
	Contact	Uniti Fiber NOC
	Email	NOC@uniti.com
Maintenance/Change Windows		Monday to Friday - midnight to 05:00 local time
Special Instructions		No work to be performed on Saturdays, Sundays or holidays with VP approval.
Escalations	**Name**	**Mike Fry**, Tier-3 & Change Control Manager
	Phone & Email	872-742-0620, michael.fry@uniti.com
Testing & Turn-Up		
Support Group Information	Phone	877-652-2321
Escalations	Name	**Austin Carr**
	TItle	Director, NOC
	Phone	251-259-7022
	Email	austin.carr@uniti.com

Revised: 4/4/2019

Brandy Gervais

EDUCATION

University of South Alabama, Mobile, AL

Bachelor Of Science, College Of Education, 1999

PROFESSIONAL EXPERIENCE

Director, Enterprise Service Delivery, Uniti Fiber (2018- present)

- Direct Project Management team of 9 professionals which oversee approximately 200 new orders/projects per month.
- Implement plan and processes for new products being introduced to our markets.
- Implement plan for new network and infrastructure for public school systems throughout the Southeast United States.
- Oversees the prioritization of projects and directs resources to ensure critical dates and deadlines are met.
- Collaborate and communicate with key stakeholders to maintain project deadlines and integrity.
- Directs and participates in regular meetings, discussions and reviews on a variety of diverse/complex issues including financial and administrative matters which have company wide impact.
- Mentor staff in Project Management and Controls.
- Actively participate in the development of best practices.

Project Manager, Southern Light/Uniti Fiber (2008-2018)

- Specialize in project management for Enterprise, Government, E-Rate, Wireless and Tower projects.
- Provide wide area network (WAN) and local area network (LAN) consultation.
- Directed all operational components including planning, scheduling and training in delivering service.
- Managed and monitored up to 200 projects, small and large at once.
- Led teams in investigating, analyzing and producing reports for risk assessment and lessons learned.
- Recognize, negotiate and document changes in project scope.
- Responsible for initial collocation and augment ordering and tracking in Cos, POPs and Carrier Hotels.

REGISTER OF PROPOSERS

Solicitation #PD 18-19.044 – 911 Wide Area Network

RFP Due Date & Time: May 29, 2019 @ 2:00 p.m., CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Uniti Fiber	850-375-1703	lori.lightcap@uniti.com	Lori Lightcap
AT&T	950-483-6423	th3672@att.com	Tom Henderson

SUBMITTALS RECEIVED BY: Paul Nobles, Purchasing Manager DATE: May 29, 2019

WITNESSED BY: Susan Kerr, Sr. Office Support Assistant DATE: May 29, 2019

Posted: 05/31/2019 @ 9:45 a.m., CDT SK

VendorRegistry

Analytics

for 'PD 18-19.044. 911 Wide Area Network'

Solicitation Gate Status: Not Gated

Download Gate Status: Gated

Total Views: 360

Unique Views: 28

Total Downloads: 32

Unique Downloads: 20

Emails

EXPORT TO EXCEL

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bcooke@enlightenedsoftware.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	bcooke@enlightenedsoftware.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bduff@nof.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bduff@nof.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bids@f2technology.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bids@f2technology.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bjarrett@milner.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bjarrett@milner.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	brian.wilkey@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	carol.harting@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	carol.harting@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	daniel@sevengatescorp.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	daniel@sevengatescorp.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	dperry@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	dperry@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	estephens@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	estephens@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	hasiaz@digitalimagingservices.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	hasiaz@digitalimagingservices.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	info@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	info@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	jim.jones@evolvtec.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	jim.jones@evolvtec.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	jlynch@presidio.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	jlynch@presidio.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	kathleen.shoop@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	kathleen.shoop@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	kira@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	Lori.Lightcap@uniti.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	Lori.Lightcap@uniti.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	mfrancis@jmfsolutions.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	mfrancis@jmfsolutions.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	mikesumlin@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	mikesumlin@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	moeg@bhphoto.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	moeg@bhphoto.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	nanda@burgeonits.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	nanda@burgeonits.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	nigel.los@tig.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	nigel.los@tig.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	nvo@myadsusa.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	nvo@myadsusa.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	plots@advancereporgraphics.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	psheth@paramountsoft.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	psheth@paramountsoft.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	ryoung@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	ryoung@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	sales@hixardt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sales@hixardt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sales@wavefly.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sales@wavefly.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sdye@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sdye@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sgruenenfelder@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sgruenenfelder@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sheena@bsoftllc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sheena@bsoftllc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	sledus@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:13 PM	sledus@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	technologystar1989@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	technologystar1989@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	tj.edwards@rjyoung.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	wes.chambers@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:13 PM	wes.chambers@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	brian.wilkey@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	cferrell@draftprosinc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	cferrell@draftprosinc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	jay@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	jay@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	jkohut@aip-us.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	jkohut@aip-us.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:14 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	jovianr@gmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	jovianr@gmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:14 PM	nathan@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	nathan@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	pdick@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	pdick@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	rfp.vtech@vtechsolution.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	rfp.vtech@vtechsolution.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	ruthel@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	tcrook@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	tcrook@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	th3672@att.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/10/2019 1:14 PM	th3672@att.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:14 PM	tj.edwards@rjyoung.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:17 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:27 PM	kira@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/10/2019 1:27 PM	ruthel@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bcooke@enlightenedsoftware.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bcooke@enlightenedsoftware.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bduff@nof.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bduff@nof.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bids@f2technology.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bids@f2technology.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	bjarrett@milner.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bjarrett@milner.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	brian.wilkey@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	brian.wilkey@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	carol.harting@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	carol.harting@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	cferrell@draftprosinc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	cferrell@draftprosinc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	daniel@sevengatescorp.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	daniel@sevengatescorp.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	dperry@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	dperry@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	estephens@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	estephens@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	hasiaz@digitalimagingservices.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	hasiaz@digitalimagingservices.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	info@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	info@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	jay@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jay@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jim.jones@evolvtec.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jim.jones@evolvtec.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jkohut@aip-us.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jkohut@aip-us.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jlynch@presidio.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jlynch@presidio.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jovianr@gmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	jovianr@gmail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	kathleen.shoop@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	kathleen.shoop@digitalboardwalk.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	kira@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	Lori.Lightcap@uniti.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	Lori.Lightcap@uniti.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mfrancis@jmfsolutions.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mfrancis@jmfsolutions.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	michellelee@bscsolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mikesumlin@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	mikesumlin@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	moeg@bhphoto.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	moeg@bhphoto.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nanda@burgeonits.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nanda@burgeonits.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nathan@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nathan@datarevs.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nigel.los@tig.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nigel.los@tig.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nvo@myadsusa.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	nvo@myadsusa.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	pdick@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	pdick@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	plots@advancereporgraphics.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	psheth@paramountsoft.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	psheth@paramountsoft.net	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	region1@cjisgroup.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	rfp.vtech@vtechsolution.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	rfp.vtech@vtechsolution.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	ruthel@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	ryoung@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	ryoung@encoretg.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sales@hixardt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sales@hixardt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	sales@wavefly.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sales@wavefly.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sdye@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sdye@yourtekpro.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sgruenenfelder@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sgruenenfelder@perry-becker.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sheena@bsoftllc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sheena@bsoftllc.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	sledus@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Event Date	Email	Subject	Event
5/28/2019 3:37 PM	sledus@softchoice.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	tcrook@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	tcrook@maxis360.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	technologystar1989@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	technologystar1989@yahoo.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	th3672@att.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	th3672@att.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	tj.edwards@rjyoung.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	tj.edwards@rjyoung.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	wes.chambers@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:37 PM	wes.chambers@wwt.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:50 PM	kira@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered
5/28/2019 3:50 PM	ruthel@rcoment.com	Escambia County - PD 18-19.044. 911 Wide Area Network	delivered

Downloads and Views

EXPORT TO EXCEL

Event Date	Company Name	Event
5/10/2019 1:15 PM	PC Specialists Inc., DBA Technology Integration Group (TIG)	Viewed
5/10/2019 1:25 PM	PC Specialists Inc., DBA Technology Integration Group (TIG)	Downloaded
5/13/2019 6:57 AM	Infinity Datacom Solutions	Viewed
5/13/2019 6:57 AM	Infinity Datacom Solutions	Viewed
5/13/2019 6:57 AM	Infinity Datacom Solutions	Downloaded
5/13/2019 6:57 AM	Infinity Datacom Solutions	Downloaded
5/13/2019 8:40 AM	CJIS GROUP, LLC	Downloaded
5/13/2019 8:40 AM	Heptagon Information Technology, LLC	Viewed
5/13/2019 9:35 AM	Dell EMC	Viewed
5/13/2019 9:35 AM	Dell EMC	Downloaded
5/13/2019 2:47 PM	Motorola Solutions	Viewed
5/13/2019 2:47 PM	Motorola Solutions	Downloaded
5/14/2019 3:46 AM	SevenOutsource	Viewed
5/14/2019 3:47 AM	SevenOutsource	Downloaded
5/14/2019 7:00 AM	Resurgence Infrastructure Group	Viewed
5/14/2019 7:00 AM	Resurgence Infrastructure Group	Viewed
5/14/2019 7:00 AM	Resurgence Infrastructure Group	Downloaded
5/14/2019 7:00 AM	Resurgence Infrastructure Group	Downloaded

Event Date	Company Name	Event
5/14/2019 8:33 AM	Hotwire Communications	Viewed
5/14/2019 12:52 PM	CJIS GROUP, LLC	Viewed
5/15/2019 4:21 AM	School Wholesale Supplies LLC	Viewed
5/15/2019 4:21 AM	School Wholesale Supplies LLC	Downloaded
5/15/2019 6:48 AM	North America Procurement Council, Inc. PBC	Viewed
5/15/2019 6:49 AM	North America Procurement Council, Inc. PBC	Downloaded
5/15/2019 10:26 AM	CelPlan Technologies	Viewed
5/15/2019 10:26 AM	CelPlan Technologies	Downloaded
5/15/2019 2:44 PM	Zayo Group	Viewed
5/15/2019 9:15 PM	Convergeone	Viewed
5/15/2019 9:15 PM	Convergeone	Downloaded
5/16/2019 9:15 AM	MaceTech Security Solutions Inc.	Viewed
5/16/2019 9:15 AM	MaceTech Security Solutions Inc.	Viewed
5/16/2019 9:23 AM	Florida Bid Reporting	Viewed
5/17/2019 9:00 AM	WhirlWind Technologies	Viewed
5/17/2019 5:41 PM	onvia	Downloaded
5/17/2019 5:41 PM	onvia	Downloaded
5/20/2019 10:30 AM	Uniti Fiber	Viewed
5/20/2019 10:30 AM	Uniti Fiber	Downloaded
5/22/2019 2:03 PM	Uniti Fiber, LLC	Viewed

Event Date	Company Name	Event
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5/23/2019 12:15 AM	CHIN	Viewed
5/23/2019 10:50 AM	Whirlwind Technologies LLC	Viewed
5/23/2019 10:50 AM	Whirlwind Technologies LLC	Downloaded
5/27/2019 1:17 PM	onvia	Viewed
5/27/2019 1:17 PM	onvia	Viewed
5/28/2019 8:34 AM	Softchoice Corporation	Viewed
5/28/2019 8:34 AM	Softchoice Corporation	Viewed
5/28/2019 8:34 AM	Softchoice Corporation	Downloaded
5/28/2019 8:34 AM	Softchoice Corporation	Downloaded
5/28/2019 3:09 PM	DGR Systems LLC	Viewed
5/28/2019 3:10 PM	DGR Systems LLC	Downloaded
5/29/2019 12:35 PM	Hixardt Technologies Inc.	Viewed
5/29/2019 12:35 PM	Hixardt Technologies Inc.	Downloaded
6/5/2019 12:18 AM	Construction Journal	Viewed
6/5/2019 12:18 AM	Construction Journal	Viewed
6/5/2019 12:21 AM	Construction Journal	Downloaded
6/5/2019 12:21 AM	Construction Journal	Downloaded
6/18/2019 1:52 PM	AT&T	Downloaded
6/26/2019 1:49 PM	AT&T	Viewed

Event Date	Company Name	Event
7/10/2019 8:07 AM	Dodge Data & Analytics	Viewed

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16464 **County Administrator's Report 12. 43.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Contract Award for Vesta 9-1-1 Upgrade & Maintenance
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Vesta 9-1-1 Upgrade and Maintenance - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Agreement between Escambia County, Florida, and Motorola Solutions, Inc., per the terms and conditions of PD 18-19.043, VESTA 9-1-1 Upgrade and Maintenance, for a total of $1,265,430.02.

AGREEMENT TO BE DISTRIBUTED UNDER SEPARATE COVER

[Funding: Fund 145, Grants, Cost Center 330416, $674,537; and Fund 145, Grants, Cost Center 330404, $155,537]

BACKGROUND:

The County's 9-1-1 system was last upgraded in September of 2014, and will reach the end of warranty and expected lifecycle in September 2019.

Emergency Communications has received a reimbursement Grant of $674,537, to upgrade the Vesta geo-diverse cores and ancillary equipment for "Side A", housed at the Escambia County Emergency Communications Center and "Side B", housed at the Escambia County Sheriff's Office. The Pensacola Police Department (remote Primary PSAP) will be upgraded simultaneously using $155,497 of 9-1-1 reserve funds.

An upgrade of the current Vesta system is the lowest cost option utilizing current software license.

The upgrade includes:
• Equipment hardware & software
• Installation & management services
• Admin & User training

• MIS
• 1st year maintenance

*** Maintenance for years 2-5 will be supported by 9-1-1 funds disbursed monthly by the State 9-1-1 Board.

The Request for Proposals was publicly noticed on April 20, 2019, to 42 firms. Responses were received from three firms on May 29, 2019. The Selection/Negotiation Committee met on June 11, 2019, to review the three responses. The Committee reviewed the three responses and determined it would be in the best interest of Escambia County to enter into negotiations with Motorola Solutions, Inc. The original fee proposal from Motorola Solutions, Inc., met the requirements and budget of the Grant for installation, The fees for maintenance were negotiated from $769,072.09 to $503,466.92, for a total of $1,265,430.02.

BUDGETARY IMPACT:

Fund 145, Grants, Cost Center 330416, $674,537; and Fund 145, Grants, Cost Center 330404, $155,537

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 45 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Contract and Purchase Order.

Attachments

Original solicitation
Addendum #1
Addendum #2
Addendum #3
Motorola Solutions, LLC Proposal
Motorola Solutions, Inc. Final and Best Offer
Register of Proposers
Proposal Analytics

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

VESTA 9-1-1 UPGRADE & MAINTENANCE

Specification Number PD 18-19.043

PROPOSALS WILL BE RECEIVED UNTIL 2:00 p.m. CST, May ~~8~~15, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail:

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
VESTA 9-1-1 Upgrade & Maintenance
Specification Number PD 18-19.043

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposals and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Proposal Documents to include, Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.
- One CD or Flash Drive containing the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Certificate of Enrollment in E-Verify

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
- Placed your proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:
- If you do not wish to submit a proposal at this time, please remove the Solicitation, Offer and Proposal Form from the Proposal Solicitation Package and enter No Proposal in the "Reason for No Proposal" block, your company's name, address, signature, and return the Solicitation, Offer and Proposal Form in a sealed envelope.

This form is for your convenience to assist in filling out your proposal.
Do not return this form with your proposal.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation, Offer and Proposal Form
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 ~~Cost Proposal~~ ~~INFRASTRUCTURE~~ Contents of Vendor's Proposal
2-8 Cost Proposal
~~2-9~~ ~~Ability to meet our schedule~~
~~2-10~~ ~~Vendor that has the most innovative solutions or offerings~~

Part III Criteria for Selection

Part IV Scope of Work
4.1 Description of Current Operations
4.2 Proposed Project
4.3 Company Requirements
4.4 General Requirements
4.4 Vendor Responsibilities

4.5 System Acceptance
4.6 Warranty
4.5~~5~~7 Maintenance
4.6~~8~~8 Monitoring
4.7~~9~~9 Documentation upon Completion
~~4.8 Ability to meet our schedule~~
~~4.9 Vendor that has the most innovative solutions or offerings~~
~~4.10 WAN Requirements~~

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

VESTA 9-1-1 Upgrade & Maintenance

Solicitation Number PD 18-19.043

Solicitation

MAILING DATE: April 15, 2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May ~~8~~15, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

"Reason for No Proposal"
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

Proposal Form

System Upgrade

A. Hardware, Software, Equipment, & Labor

Host PSAPs A & B $_____

Remote PSAP $_____

Total $_____

B. Training, Maintenance and Warranty Items

Host PSAPs A & B $_____

Remote PSAP $_____

Total $_____

C. CommandPost Modules $_____

D. Maintenance (Year 2-5) $_____
(October 1, 2020 – September 30, 2024)

E. Total 5 Year Cost of Ownership $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #, if applicable

_____

Type of Contractor's License, Certification, and/or Registration, if applicable

_____

Expiration Date: _____

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning this Proposal:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Delivery must be completed within 120 days of contract award. Failure to meet delivery will result in a penalty of $500.00 per day until complete. It is hereby understood and mutually agreed that the time of delivery is an essential condition of this contract.

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

Should the project not be complete on or before September 30th 2019, vendor must assume maintenance, monitoring, and 24/7 emergency maintenance response of current system on October 1st, 2019.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA
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 Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Proposal Solicitation, Offer, and 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.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.043, "VESTA 9-1-1 Upgrade & Maintenance", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 proposals are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Questions

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, prnobles@myescambia.com. Last day for questions is April 30, 2019 at 5:00 p.m. CST.

3. Liquidated Damages

Delivery must be completed within 120 days of contract award. Failure to meet delivery will result in a penalty of $500.00 per day until complete. It is hereby understood and mutually agreed that the time of delivery is an essential condition of this contract.

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

Should the project not be complete on or before September 30th 2019, vendor must assume maintenance, monitoring, and 24/7 emergency maintenance response of current system on October 1st, 2019.

4. Documentation upon Completion

Two complete sets of as-built network drawings are required.
A backroom cabinet/rack diagram shall be included in as-built documentation.

5. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

6. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local safety codes.

7. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

8. Warranty

System Warranty periods for all hardware and software shall begin upon final acceptance of the system. A complete listing of all warranties detailing what is included and what is not included shall be furnished. This system warranty shall take precedence over any conflict in the vendor's warranty agreement.

9. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. 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 twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

11. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

12. Insurance Requirements

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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

13. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PD 18-19.043
VESTA 9-1-1 Upgrade & Maintenance
Request for Proposal

PART A SUMMARY

Escambia County Public Safety, Communications Division is soliciting proposals for a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.

PART I GENERAL INFORMATION

1-1 PURPOSE

~~The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to ugrade and maintain a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.~~

Escambia County utilizes a geo-diverse Motorola VESTA 9-1-1 system (V6.0) with a total of 31 call taking positions. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) with nine positions and the Escambia County Sheriff's Office (ESO) with 14 positions. The Pensacola Police Department (PPD) with 8 positions operates as a remote site and is the Primary PSAP for calls originating in the City of Pensacola.

These PSAPs provide emergency 9-1-1 service to a resident population of approximately 314,000 and receive approximately 233,000 9-1-1 calls annually and 619,500 non-emergency calls annually. Call routing, delivery, network services, database services, and CPE maintenance are currently provided by AT&T.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to perform the scope of work that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Andrew Hamilton CPM, ENP, Communications Chief, Escambia County Public Safety. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **lump sum for upgrading the system and monthly based maintenance agreement** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, prnobles@myescambia.com. Last day for questions is April 30, 2019 at 5:00 p.m. CST.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A.	Mailing date of proposals	**April 15, 2019**
B.	Last day for questions	**April 30, 2019 at 5:00 p.m. CST**
D.	Receipt of proposals	**May ~~8~~15, 2019 at 2:00 p.m., CST**
E.	Review of proposals	**May ~~15~~22, 2019 at 9:00 a.m., CST**
F.	Discussions/Ranking, if required	**May ~~21~~28, 2019**
G.	1st Negotiations, if required	**May ~~23~~30, 2019**
H.	2nd Negotiations, if required	**~~May 27~~June 1, 2019**
I.	Board of County Commissioners approval	**June 13, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, one CD or flash drive containing the entire proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

~~Proposals require submittal of a detailed Project Plan. The detailed Project Plan will include identification of key personnel (with reef construction/deployment experience), identification and description of deployment vessel(s) (name/Doc. #, size, propulsion, capacity (tonnage), navigation equipment, etc. Detailed Project Plan will include deployment capacity/capability and deployment rate. Detailed Project Plan will also include deployment techniques/ procedures and means of providing documentation of reef placement (orientation/placement coordinates/condition on the seafloor).~~

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.
[e] Provide reference names and phone numbers for similar projects your firm has completed

2-7 ~~INFRASTRUCTURE~~ Contents of Vendor's Proposal

~~**Vendor that has highest percentage of usage of their own infrastructure**~~

~~Provide a detailed description of the usage of provider's own infrastructure in relation to the servicing of each individual facilities listed in Appendix A. This is infrastructure that is wholly owned by said provider and not leased, under an IRU, bartered or any other form of trade or purchase from a 3rd party provider.~~

~~For example, we are looking for the vendor that can reach as close to 100% of each facility listed in Appendix A using their own infrastructure as described above.~~

Vendor's proposal must contain a detailed description of whether, and to what extent it meets the description of needs and preferences contained in this document. At minimum, it must include:

1. Complete Scope of Work including description of hardware, software, and support included in the solution.
2. Detailed response to Company Requirements.
3. Certification the solution meets or exceeds applicable NENA i3 standards.
4. Documentation the solution can operate in a NextGen 9-1-1 environment, capable of full interoperability and data sharing on a regional or statewide ESInet. (Explain whether this capability is inherent to the delivered system or would require upgrades.)
5. Detailed visual drawing of equipment racks with servers labeled by name and purpose.
6. List of components (if any) proposed to be reused.
7. Written plan for preventative maintenance. Describe what is included and when.
8. Detailed description and capability of monitoring solution.
9. Description of training and background of 9-1-1 technicians.
10. Statement of lead time necessary before installation of customer equipment can begin.
11. Written installation and testing plan with projected timeline.
12. Written training plan with projected timeline.
13. Pricing in attached format.
14. Clear description of any and all needs County must provide Vendor to implement this project.
15. List of any and all cost (Recurring and Non-Recurring) not covered in the proposal.

2-8 COST PROPOSAL

~~Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.~~

~~Provide a cost proposal detailing the monthly cost of the wide area network services identified in Appendix A and a monthly total for the three locations based on the contract periods listed below:~~

~~1. 36 months~~
2. ~~60 months~~

Submit - SOLICITATION, OFFER AND PROPOSAL FORM

~~**2-9 Ability to meet our schedule**~~

~~Provide a transition plan for meeting a full implementation cutover on or before September 15, 2019.~~

~~**2-10 Vendor that has the most innovative solutions or offerings**~~

~~Describe any innovative offerings that the County could take advantage of throughout the life of the contract.~~

PART III CRITERIA FOR SELECTION

The proposal will be initiated through a Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement. Final selection shall be determined to be in the best interest of Escambia County. Escambia County reserves the right to accept or reject any part of the entire proposal from the responsible proposer determined to be in the best interest of Escambia County.

The criteria used to determine the best value to the County are as follows:

Criteria	Points
~~Vendor that has the highest percentage of usage of their own infrastructure~~ **Cost**: Upgrade cost and Total Cost of Ownership will be considered.	~~20~~ 50
~~Cost~~ **Performance**: Performance on contracts with Escambia County and other agencies with respect to quality of work and responsiveness to needs will be considered.	~~40~~ 20
~~Ability to meet our schedule~~ **Experience**: Years, level of experience, and number of positions/PSAPs maintained will be considered.	~~20~~ 10
~~Vendor that has the most innovative solutions or offerings~~ **Product Offering**: Ability to meet all requirements and preferences of the customer will be considered.	~~20~~ 10
Vendor Proposal: Completeness and clarity of the Vendor Proposal will be considered.	10
Total Possible Score	100

PART IV SCOPE OF WORK

~~Escambia County Public Safety, Communications Division is soliciting proposals for a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.~~

4.1 Description of Current Operations

~~Escambia County utilizes a geo-diverse Motorola VESTA 9-1-1 system. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) and the Escambia County Sheriff's Office (ESO). The Pensacola Police Department (PPD) operates as a remote site.~~

Escambia County utilizes a geo-diverse Motorola VESTA 9-1-1 system (V6.0) with a total of 31 call taking positions. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) with nine positions and the Escambia County Sheriff's Office (ESO) with 14 positions. The Pensacola Police Department (PPD) with 8 positions operates as a remote site and is the Primary PSAP for calls originating in the City of Pensacola.

These PSAPs provide emergency 9-1-1 service to a resident population of approximately 314,000 and receive approximately 233,000 9-1-1 calls annually and 619,500 non-emergency calls annually. Call routing, delivery, network services, database services, and CPE maintenance are currently provided by AT&T.

Trunk / Line Data Sheet attached.

4.2 Proposed Project

~~The vendor shall provide, manage, and monitor a dedicated, private, fully redundant, fiber network and associated equipment between the 9-1-1 host servers and 9-1-1 PSAP's with a 99.999% reliability. The network shall be a private (nonshared) Wide Area Network (WAN) specifically consisting of a fiber-connected metro-area layer 2 backbone. The task will include full installation and cutover working with the Motorola Vesta team.~~

A list of addresses appear in "Appendix A" of this RFP.

~~It is required that this network be:~~

- ~~Scalable~~
- ~~Highly Secure~~
- ~~Cost-effective~~
- ~~Highly reliable~~
  - ~~100 percent redundant with no single point of failure for facility hardware or software; and will have an Availability Factor of 99.999% or higher.~~
- ~~Monitored and managed on a "24X7X365" basis~~
  - ~~With alarm, reporting, and audit capabilities that allow the agency to assess conformance to contract requirements.~~

1. A turnkey hardware and software upgrade of the **Motorola Vesta 9-1-1** system effective October 1st 2019 for Escambia County PSAPs with first year maintenance included; subject to the following budget limits:

   a. Host PSAP/A & B $674,537.00
   b. Remote PSAP $155,497.00
   Total **$830,034.00***

   ***Proposals that cannot meet the budget limits may be submitted but should include a detailed description of what equipment or services are being offered that require exceeding said limits.**

2. Complete system maintenance and monitoring for years two (2) through five (5).

The task will include a complete refresh of system hardware and software including servers, routers, firewalls, call console workstations, etc. and update of the mapping software. The upgrade must include the latest version of each software application. All equipment and services will make us of, or interconnect with, the existing 9-1-1-network connecting the PSAPs.

4.3 Company Requirements

~~Respondents shall demonstrate to the BCC's satisfaction that both the respondent and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the Escambia County area for the next ten (10) years. Respondents must submit, with the proposal, a copy of their most recent annual financial report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.~~

~~Respondent shall provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.~~

~~The respondent must clearly describe and demonstrate experience in the following areas and identify to which system this experience applies:~~

- ~~System design & implementation~~
- ~~Network design, implementation & performance~~
- ~~Software~~
- ~~Hardware~~
- ~~Gateways~~
- ~~Interfaces~~
- ~~Call congestion & control~~
- ~~Security~~
- ~~Quality of Service~~
- ~~Scalable Bandwidth~~
- ~~Disaster recovery~~
- ~~24X7X365 Maintenance & Support~~

- ~~Documentation~~

The vendor must demonstrate a proven track record of providing reliable 9-1-1 equipment and support services.

1. Provide an overview of the company's history and background in the 9-1-1 arena.

2. State the number and location of 9-1-1 positions the vendor currently maintains in the United States on the Vesta platform.

3. Detail the company's participation in industry organizations and the roles the company plays in these organizations.

4. Provide the company name, contact person, telephone number and cutover date for at least five installed and maintained E9-1-1 systems of the same type proposed.

5. Provide an overview of the vendors complete 9-1-1 call product offering and the percentage of the company's revenue specifically from selling, servicing and supporting of 9-1-1 call taking systems.

6. Provide the number and average years of experience of company employees dedicated to E9-1-1 systems.

7. Provide an overview of the financial health and available resources the company has available to meet requirements of this proposal.

4.4 General Requirements

~~Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.~~

~~Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.~~

~~Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.~~

- ~~Customer desires on-line portal for reporting, modifying, and closing trouble tickets.~~
- ~~**Diverse circuit connectivity with no single point of failure.**~~
- ~~Redundancy within the system. All vital system modules and network connectivity shall be protected to ensure there is no single point of failure.~~
- ~~The system shall be engineered such that if a component or software service fails it may be replaced or corrected without loss of call taking operations. Such unscheduled outages will not interrupt call taking operations.~~

- ~~All components shall be connected to an Uninterruptable Power Supply (UPS).~~
- ~~Vendor will be responsible for testing and all coordination with local telco and/or Vesta provider to ensure implementation goes smoothly.~~
- ~~The Vendor must thoroughly test the entire system prior to cutover. During the testing, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the customer showing errors found and corrective action taken.~~
- ~~The Vendor shall have personnel on-site for the system cutover and for at least the first 12 hours following cut-over for transitional support.~~
- ~~Vendor shall remove and dispose of applicable equipment after receiving signature approval of Communications Chief or designee for each component(s)removed from PSAPs.~~
- ~~Vendor is responsible for removing any unused cabling and labeling new cabling.~~

This upgrade must ensure the 9-1-1 system hardware is 100% reliable and that the software remains up to date with features and security.

1. All equipment must meet or exceed current/applicable NENA i3 standards and be fully capable of migrating to a NG9-1-1 call taking solution.

2. All customer premise equipment, including, but not limited to work stations, software, clock, headset, recording equipment, uninterruptable power supply, records management system and related connections, must be able to operate in a NextGen 9-1-1 environment, capable of full interoperability and data sharing on a regional or statewide ESInet. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

3. System shall have the ability to handle calls originating from all sources including multimedia information such as text, data, photos, and video in compliance with NextGen 9-1-1 standards. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

4. Redundant data links to the ALI database provider.

5. Geo-diverse Core Routers and associated hardware with full interconnection between the sites.

6. ACD functionality shall be available and configured to customer needs.

7. Solution must provide full interoperability among all PSAPs so that calls can fail over to another PSAP with voice, ANI and ALI data included.

8. An ADA compliant TDD/TTY solution must be provided with the ability to move to a fully integrated Text to 9-1-1 solution, integrating the text interface into the call taker's screen. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

9. Customer desires integration of RapidSoS. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

10. Vendor shall provide a comprehensive MIS solution. Solution must provide dynamic 9-1-1 reporting. ECats is preferred. MIS service and maintenance is to be included in the proposed upgrade for year 1 and additionally in the maintenance quote for years 2 -5.

11. Customer desire on-line portal for reporting, modifying, and closing trouble tickets. (Explain whether this capability is inherent to the delivered system).

12. All software must be installed in the latest version with available updates installed at no additional charge.

13. Automated Abandoned Callback

14. VESTA Local mapping

15. 4 CommandPost modules for portable answering of 9-1-1 calls during emergency relocation or disaster recovery operations.

16. Ability to detect and provide information on abandoned/silent calls with location and call back information.

17. **Diverse circuit connectivity with no single point of failure.**

18. Connectivity to current 9-1-1 recording system. (VPI)

19. Ability to integrate with Compute Aided Dispatch via industry standards.

20. NetClock hardware and connectivity for both cores.

21. Redundancy within the system. All vital system modules and network connectivity shall be protected to ensure there is no single point of failure. Further, under no circumstances shall a failure in any vital system module disable more than 50% of the calltaking positions within a PSAP.

22. The system shall be engineered such that if a component or software service fails it may be replaced or corrected without loss of call taking operations. Such unscheduled outages will not interrupt call taking operations.

23. All components shall be connected to UPS.

24. Vendor will be responsible for testing and all coordination with local telco to ensure implementation goes smoothly.

25. The Vendor must thoroughly test the entire system prior to cutover and must ring-talk test each trunk & line at least twice prior to cutover. During the testing, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the customer showing errors found and corrective action taken.

26. The Vendor shall have personnel on-site for the system cutover and for at least the first 24 hours following cut-over for transitional support.

27. The upgrade shall meet or exceed all current capabilities of the 9-1-1 system design and configuration.

28. It is understood that an upgrade may make expedient use of some components already owned by the customer. Any components proposed to be reused must be clearly identified in the proposal.

29. Vendor shall remove and dispose of old equipment after receiving signature approval of Communications Chief or designee for each component(s)removed from PSAPs.

30. Vendor is responsible for removing any unused cabling and labeling new cabling.

31. All unused USB access points shall be internally or externally disabled to prevent unauthorized access. Propose how this will be accomplished.

4.4 Vendor Responsibilities

- ~~Full-time monitoring of equipment and system functionality, and proactive notifications of issues provided 24x7. Ability to perform both remote diagnostics and on-site maintenance support.~~
- ~~A single point of contact for all issues.~~
- ~~A pre-determined escalation plan for addressing network problems.~~
- ~~A consolidated billing function that includes all charges on one monthly statement.~~
- ~~Complete installation and testing managed by a dedicated project manager who provides updates to the Escambia County Communication Chief or designee until installation is fully accepted.~~
- ~~Systems walk through of all PSAP's once cutover is complete with Communications Chief or designee.~~

1. Full-time monitoring of equipment and system functionality, and proactive notifications of issues provided 24x7. Ability to perform both remote diagnostics and on-site maintenance support.
2. Ongoing, robust security monitoring, virus protection, OS patches, and firewalls needed for security.
3. A single point of contact for all 9-1-1 issues.
4. A pre-determined escalation plan for addressing PSAP problems.
5. Provisioning of non-CAMA trunks with Communications Chief or designee. This may require provisioning outside current design.
6. Provisioning of 9-1-1 failover routing with Communications Chief or designee. This may require provisioning outside current design.
7. A consolidated billing function that includes all charges for all PSAPs on one monthly statement.
8. Complete installation and testing managed by a dedicated project manager who provides weekly updates to the Escambia County Communication Chief or designee until installation is fully accepted.
9. Complete, interactive (not pre-recorded) training for all new features by a trainer certified by the equipment manufacture. Trainer must be made available to accommodate morning, afternoon, or evening training as determined by the Escambia County Communications Chief or designee. (**Train the trainer format**)

10. Systems walk through of all PSAP's once cutover is complete with Communications Chief or designee.

4.5 System Acceptance

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

4.6 Warranty

System Warranty periods for all hardware and software shall begin upon final acceptance of the system. A complete listing of all warranties detailing what is included and what is not included shall be furnished. This system warranty shall take precedence over any conflict in the vendor's warranty agreement.

4.~~5~~7 Maintenance

Vendor shall provide maintenance 24 hours per day, seven days per week, 365 day per year.

The vendor shall provide a minimum of three (3) technicians employed directly by the vendor, located in the Escambia County region, trained and certified in the network platform and service.

- **Routine Maintenance** - Maintenance that does not affect the performance of the system and does not affect the ability to quickly and efficiently process 9-1-1 calls, but still requires attention.
    - The vendors **maximum response time is not to exceed two business days from the time the report is received.**
    - All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Non-Critical Maintenance** - Problems of minor nature that do not affect the overall performance of the system and do not affect the ability to quickly and efficiently process 9-1-1 calls, but still require attention.
    - **The vendors maximum response time is not to exceed 24 hours from the time the complaint is received.** All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Critical Maintenance** - Problems that jeopardize or degrade any part of the system and affect the ability to quickly and efficiently process 9-1-1 calls**.**

    - **The Vendors maximum physical on site response is 2 hours, on a twenty – four (24) hour basis, to include weekends and holidays.** For an outage event, remote support shall be addressing the issue within 10 minutes. All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Preventative Maintenance** – Maintenance of a preventive nature that ensures uptime and longevity of equipment.

    - Vendor shall provide a written plan for preventative maintenance. Describe what is included and when.

- Failure to meet SLA's for Non-Critical and Critical Maintenance issues shall result in a credit penalty of $200.00 per hour until maintenance personnel show proven contact with the system or system representative.

- Vendor shall guarantee the availability of service assistance, repairs, and spare parts for a minimum of five (5) years after system acceptance. Critical spares shall be kept on-site. Describe what critical spares are included.

- Vendor shall be responsible for providing all equipment and parts during the service period.

- Service shall be performed with the system fully operational 99.999% of the time. The system shall not be rendered inoperable for the purpose of routine maintenance or hardware additions.

- The vendor shall describe what System Software/Firmware, Operating System and Security upgrades, patches, and updates are included (and not included) in the maintenance agreement. Vendor shall be responsible for the installation of any upgrades, patches and updates. No unplanned system downtime shall be acceptable for upgrades, patches and updates.

4.~~6~~8 Monitoring

The Vendor shall provide a robust monitoring solution that includes active system monitoring and reporting 24 hours a day, 7 days a week, 365 days a year to quickly detect, report, diagnose, and solve solution performance problems and outages. A customer portal with monthly monitoring and diagnostic reports is preferred.

Describe in detail proposed monitoring solution.

4.~~7~~9 Documentation upon Completion

Two complete sets of as-built network drawings are required.

A backroom cabinet/rack diagram shall be included in as-built documentation.

4.8 Ability to meet our schedule

Provide a transition plan for meeting a full implementation cutover on or before September 15, 2019.

4.9 Vendor that has the most innovative solutions or offerings

Describe any innovative offerings that the County could take advantage of throughout the life of the contract.

4.10 WAN REQUIREMENTS

Service shall meet or exceed Bandwidth estimates in **Appendix B** and must be capable of delivering full duplex using Layer 2 Ethernet protocol over fiber to each site.

Vendor shall provide pricing for:

- 25 mbps
- 50 mbps
- 75 mbps
- 100 mpbs

Vendor shall adhere to VESTA networking requirements as presented in **Appendix C.**

Customer desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands.

Customer is open to considering innovative alternatives to meeting our general requirements in the most cost-effective manner possible.

The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each facility on a full availability basis, 24/7.

The vendor will provide all necessary hardware and software required. As part of the proposal, the vendor will make known the space requirements for installed equipment at all sites. Network outage resolution will be coordinated with Emergency Communications Chief or designee.

The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in the proposal.

The vendor will provide critical alerts to the Emergency Communications Chief or designee via Email and/or telephone call, and notification of service outages via telephone to the Emergency Communications Chief or designee along with status

~~and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.~~

~~The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical service of these types. The WAN must support the transmission of QoS ("Quality of Service") and VLAN tags implemented by Escambia County between endpoints.~~

~~All equipment including but not limited to switches, cabling, connectors, etc. necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack. Each endpoint must be capable of operating for a minimum of 30 minutes in the event of local power failure. Specifically, the equipment providing the WAN handoff at each site must be protected by a suitably sized uninterruptable power supply (UPS).~~

~~Currently the PSAPs have either four-post or two-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.~~

~~The network must be fully operational once implemented. The term "fully operational" is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.~~

LINE DATA

Function / Number	Info	Location/type Queue	Termination Location
911-1	CAMA	911-ECC	ECC
911-2	CAMA	911-ECC	ECC
911-3	CAMA	911-ECC	ECC
911-4	CAMA	911-ECC	ECC
911-5	CAMA	911-SO	ECC
911-6	CAMA	911-SO	ECC
911-7	CAMA	911-SO	ECC
911-8	CAMA	911-PPD	ECC
911-9	CAMA	911-PPD	ECC
911-10	CAMA	911-PPD	ECC
911-11	CAMA	911-ECC	SO
911-12	CAMA	911-ECC	SO
911-13	CAMA	911-ECC	SO
911-14	CAMA	911-ECC	SO
911-15	CAMA	911-SO	SO
911-16	CAMA	911-SO	SO
911-17	CAMA	911-SO	SO
911-18	CAMA	911-PPD	SO
911-19	CAMA	911-PPD	SO
911-20	CAMA	911-PPD	SO
Animal Control	2W Loop Start	RD-ECC	ECC
Pensacola PD	CO Ringdown	RD-ECC	ECC
Gulf Power	CO Ringdown	RD-ECC	ECC
Life Flight	2W Loop Start	RD-ECC	ECC
ECSO	CO Ringdown	RD-ECC	ECC
Santa Rosa	CO Ringdown	RD-ECC	ECC
Gulf Breeze	CO Ringdown	RD-ECC	ECC
PPD ECC	CO Ringdown	RD-ECC	ECC
Admin-1	PRI	Admin-ECC	ECC
Admin-2	PRI	Admin-ECC	ECC
Admin-3	PRI	Admin-ECC	ECC
Admin-4	PRI	Admin-ECC	ECC
Admin-5	PRI	Admin-ECC	ECC
Admin-6	PRI	Admin-ECC	ECC
Admin-7	PRI	Admin-ECC	ECC
ECSO Info	CO Ringdown	RD-SO	SO
Booking	Going Away		
GBPD	CO Ringdown	RD-SO	SO

Function / Number	Info	Location/type Queue	Termination Location
FIRE/EMS	CO Ringdown	RD-SO	SO
PPD	CO Ringdown	RD-SO	SO
OA_911-3	2W Loop Start	Admin-so	SO
850-436-9620	PRI	Admin-so	SO
850-436-9621	PRI	Admin-so	SO
850-436-9622	PRI	Admin-so	SO
850-436-9623	PRI	Admin-so	SO
850-436-9624	PRI	Admin-so	SO
850-433-5049	2W Loop Start	Admin-SO	SO
7900	2W Loop Start	Admin-PPD	
7901	2W Loop Start	Admin-PPD	
7902	2W Loop Start	Admin-PPD	
ADMIN3	PRI	Admin-PPD	PPD
ADMIN	PRI	Admin-PPD	PPD
ADMIN2	PRI	Admin-PPD	PPD
FIRE DISP	PRI	Admin-PPD	PPD
FIRE DISP	PRI	Admin-PPD	PPD
FIRE DISP	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
ECUA	CO Ringdown	RD-PPD	PPD
Airport	CO Ringdown	RD-PPD	PPD
FHP	CO Ringdown	RD-PPD	PPD
SRECC	CO Ringdown	RD-PPD	PPD
GBPD	CO Ringdown	RD-PPD	PPD
ECSD	CO Ringdown	RD-PPD	PPD
County Fire	CO Ringdown	RD-PPD	PPD
FS1	CO Ringdown	RD-PPD	PPD
FS2	CO Ringdown	RD-PPD	PPD
FS3	CO Ringdown	RD-PPD	PPD
FS4	CO Ringdown	RD-PPD	PPD
FS5	CO Ringdown	RD-PPD	PPD
FS6	CO Ringdown	RD-PPD	PPD
FS7	CO Ringdown	RD-PPD	PPD

Appendix A

Escambia County Emergency Communications Center
6575 North “W” St
Pensacola, FL 32505

Pensacola Police Dept.
711 N. Hayne Street
Pensacola, FL 32501

Escambia County Sheriff’s Office
1700 W. Leonard St
Pensacola, FL 32501

~~Appendix B VESTA Bandwidth~~

~~See the following pages~~

~~Appendix C VESTA 9-1-1 Networking Guide 833959-00505~~

~~See the following pages~~

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 27, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 1 provides for:

1. **Revised Opening Date**

   From: RESPONSES WILL BE RECEIVED UNTIL: ~~2:00 p.m. CST, May 8, 2019~~
   To: RESPONSES WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May 15, 2019

2. **Revised Soliciation Document**

   PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance Revised 04_07_19.pdf

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

VESTA 9-1-1 UPGRADE & MAINTENANCE

Specification Number PD 18-19.043

PROPOSALS WILL BE RECEIVED UNTIL 2:00 p.m. CST, May ~~8~~15, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert D. Bender
Jeff Bergosh
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail:

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
VESTA 9-1-1 Upgrade & Maintenance
Specification Number PD 18-19.043

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposals and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Proposal Documents to include, Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.
- One CD or Flash Drive containing the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Certificate of Enrollment in E-Verify

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
- Placed your proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:
- If you do not wish to submit a proposal at this time, please remove the Solicitation, Offer and Proposal Form from the Proposal Solicitation Package and enter No Proposal in the "Reason for No Proposal" block, your company's name, address, signature, and return the Solicitation, Offer and Proposal Form in a sealed envelope.

This form is for your convenience to assist in filling out your proposal.
Do not return this form with your proposal.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation, Offer and Proposal Form
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 ~~Cost Proposal~~ ~~INFRASTRUCTURE~~ Contents of Vendor's Proposal
2-8 Cost Proposal
~~2-9~~ ~~Ability to meet our schedule~~
~~2-10~~ ~~Vendor that has the most innovative solutions or offerings~~

Part III Criteria for Selection

Part IV Scope of Work
4.1 Description of Current Operations
4.2 Proposed Project
4.3 Company Requirements
4.4 General Requirements
4.4 Vendor Responsibilities

4.5 System Acceptance
4.6 Warranty
4.5~~5~~7 Maintenance
4.6~~8~~8 Monitoring
4.7~~9~~9 Documentation upon Completion
~~4.8 Ability to meet our schedule~~
~~4.9 Vendor that has the most innovative solutions or offerings~~
~~4.10 WAN Requirements~~

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

VESTA 9-1-1 Upgrade & Maintenance

Solicitation Number PD 18-19.043

Solicitation

MAILING DATE: April 15, 2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May ~~8~~15, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

"Reason for No Proposal"
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

Proposal Form

System Upgrade

A. Hardware, Software, Equipment, & Labor

Host PSAPs A & B $_____

Remote PSAP $_____

Total $_____

B. Training, Maintenance and Warranty Items

Host PSAPs A & B $_____

Remote PSAP $_____

Total $_____

C. CommandPost Modules $_____

D. Maintenance (Year 2-5) $_____
(October 1, 2020 – September 30, 2024)

E. Total 5 Year Cost of Ownership $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #, if applicable

_____

Type of Contractor's License, Certification, and/or Registration, if applicable

_____

Expiration Date: _____

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning this Proposal:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Delivery must be completed within 120 days of contract award. Failure to meet delivery will result in a penalty of $500.00 per day until complete. It is hereby understood and mutually agreed that the time of delivery is an essential condition of this contract.

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

Should the project not be complete on or before September 30th 2019, vendor must assume maintenance, monitoring, and 24/7 emergency maintenance response of current system on October 1st, 2019.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA
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 Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Proposal Solicitation, Offer, and 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.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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. Manufacturers' 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

The following General Terms and Conditions are incorporated by reference (Continued)

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, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.043, "VESTA 9-1-1 Upgrade & Maintenance", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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 officials, 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 proposals are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Questions

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, prnobles@myescambia.com. Last day for questions is April 30, 2019 at 5:00 p.m. CST.

3. Liquidated Damages

Delivery must be completed within 120 days of contract award. Failure to meet delivery will result in a penalty of $500.00 per day until complete. It is hereby understood and mutually agreed that the time of delivery is an essential condition of this contract.

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

Should the project not be complete on or before September 30th 2019, vendor must assume maintenance, monitoring, and 24/7 emergency maintenance response of current system on October 1st, 2019.

4. Documentation upon Completion

Two complete sets of as-built network drawings are required.
A backroom cabinet/rack diagram shall be included in as-built documentation.

5. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

6. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local safety codes.

7. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

8. Warranty

System Warranty periods for all hardware and software shall begin upon final acceptance of the system. A complete listing of all warranties detailing what is included and what is not included shall be furnished. This system warranty shall take precedence over any conflict in the vendor's warranty agreement.

9. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded vendor. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. 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 twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

11. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

12. Insurance Requirements

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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

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

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and 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.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.

13. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PD 18-19.043
VESTA 9-1-1 Upgrade & Maintenance
Request for Proposal

PART A SUMMARY

Escambia County Public Safety, Communications Division is soliciting proposals for a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.

PART I GENERAL INFORMATION

1-1 PURPOSE

~~The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to ugrade and maintain a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.~~

Escambia County utilizes a geo-diverse Motorola VESTA 9-1-1 system (V6.0) with a total of 31 call taking positions. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) with nine positions and the Escambia County Sheriff's Office (ESO) with 14 positions. The Pensacola Police Department (PPD) with 8 positions operates as a remote site and is the Primary PSAP for calls originating in the City of Pensacola.

These PSAPs provide emergency 9-1-1 service to a resident population of approximately 314,000 and receive approximately 233,000 9-1-1 calls annually and 619,500 non-emergency calls annually. Call routing, delivery, network services, database services, and CPE maintenance are currently provided by AT&T.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to perform the scope of work that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Amy Lovoy, Interim County Administrator. The liaison officer shall be Andrew Hamilton CPM, ENP, Communications Chief, Escambia County Public Safety. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **lump sum for upgrading the system and monthly based maintenance agreement** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, prnobles@myescambia.com. Last day for questions is April 30, 2019 at 5:00 p.m. CST.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A.	Mailing date of proposals	**April 15, 2019**
B.	Last day for questions	**April 30, 2019 at 5:00 p.m. CST**
D.	Receipt of proposals	**May ~~8~~15, 2019 at 2:00 p.m., CST**
E.	Review of proposals	**May ~~15~~22, 2019 at 9:00 a.m., CST**
F.	Discussions/Ranking, if required	**May ~~21~~28, 2019**
G.	1st Negotiations, if required	**May ~~23~~30, 2019**
H.	2nd Negotiations, if required	**~~May 27~~June 1, 2019**
I.	Board of County Commissioners approval	**June 13, 2019**

1-9 PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, one CD or flash drive containing the entire proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

~~Proposals require submittal of a detailed Project Plan. The detailed Project Plan will include identification of key personnel (with reef construction/deployment experience), identification and description of deployment vessel(s) (name/Doc. #, size, propulsion, capacity (tonnage), navigation equipment, etc. Detailed Project Plan will include deployment capacity/capability and deployment rate. Detailed Project Plan will also include deployment techniques/ procedures and means of providing documentation of reef placement (orientation/placement coordinates/condition on the seafloor).~~

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.
[e] Provide reference names and phone numbers for similar projects your firm has completed

2-7 ~~INFRASTRUCTURE~~ Contents of Vendor's Proposal

~~**Vendor that has highest percentage of usage of their own infrastructure**~~

~~Provide a detailed description of the usage of provider's own infrastructure in relation to the servicing of each individual facilities listed in Appendix A. This is infrastructure that is wholly owned by said provider and not leased, under an IRU, bartered or any other form of trade or purchase from a 3rd party provider.~~

~~For example, we are looking for the vendor that can reach as close to 100% of each facility listed in Appendix A using their own infrastructure as described above.~~

Vendor's proposal must contain a detailed description of whether, and to what extent it meets the description of needs and preferences contained in this document. At minimum, it must include:

1. Complete Scope of Work including description of hardware, software, and support included in the solution.
2. Detailed response to Company Requirements.
3. Certification the solution meets or exceeds applicable NENA i3 standards.
4. Documentation the solution can operate in a NextGen 9-1-1 environment, capable of full interoperability and data sharing on a regional or statewide ESInet. (Explain whether this capability is inherent to the delivered system or would require upgrades.)
5. Detailed visual drawing of equipment racks with servers labeled by name and purpose.
6. List of components (if any) proposed to be reused.
7. Written plan for preventative maintenance. Describe what is included and when.
8. Detailed description and capability of monitoring solution.
9. Description of training and background of 9-1-1 technicians.
10. Statement of lead time necessary before installation of customer equipment can begin.
11. Written installation and testing plan with projected timeline.
12. Written training plan with projected timeline.
13. Pricing in attached format.
14. Clear description of any and all needs County must provide Vendor to implement this project.
15. List of any and all cost (Recurring and Non-Recurring) not covered in the proposal.

2-8 COST PROPOSAL

~~Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.~~

~~Provide a cost proposal detailing the monthly cost of the wide area network services identified in Appendix A and a monthly total for the three locations based on the contract periods listed below:~~

~~1. 36 months~~
2. ~~60 months~~

Submit - SOLICITATION, OFFER AND PROPOSAL FORM

~~**2-9 Ability to meet our schedule**~~

~~Provide a transition plan for meeting a full implementation cutover on or before September 15, 2019.~~

~~**2-10 Vendor that has the most innovative solutions or offerings**~~

~~Describe any innovative offerings that the County could take advantage of throughout the life of the contract.~~

PART III CRITERIA FOR SELECTION

The proposal will be initiated through a Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement. Final selection shall be determined to be in the best interest of Escambia County. Escambia County reserves the right to accept or reject any part of the entire proposal from the responsible proposer determined to be in the best interest of Escambia County.

The criteria used to determine the best value to the County are as follows:

Criteria	Points
~~Vendor that has the highest percentage of usage of their own infrastructure~~ **Cost**: Upgrade cost and Total Cost of Ownership will be considered.	~~20~~ 50
~~Cost~~ **Performance**: Performance on contracts with Escambia County and other agencies with respect to quality of work and responsiveness to needs will be considered.	~~40~~ 20
~~Ability to meet our schedule~~ **Experience**: Years, level of experience, and number of positions/PSAPs maintained will be considered.	~~20~~ 10
~~Vendor that has the most innovative solutions or offerings~~ **Product Offering**: Ability to meet all requirements and preferences of the customer will be considered.	~~20~~ 10
Vendor Proposal: Completeness and clarity of the Vendor Proposal will be considered.	10
Total Possible Score	100

PART IV SCOPE OF WORK

~~Escambia County Public Safety, Communications Division is soliciting proposals for a dedicated, private, fully redundant, Wide Area Network (WAN) between its 9-1-1 host servers and 9-1-1 PSAP's.~~

4.1 Description of Current Operations

~~Escambia County utilizes a geo-diverse Motorola VESTA 9-1-1 system. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) and the Escambia County Sheriff's Office (ESO). The Pensacola Police Department (PPD) operates as a remote site.~~

Escambia County utilizes a geo-diverse Motorola VESTA 9-1-1 system (V6.0) with a total of 31 call taking positions. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) with nine positions and the Escambia County Sheriff's Office (ESO) with 14 positions. The Pensacola Police Department (PPD) with 8 positions operates as a remote site and is the Primary PSAP for calls originating in the City of Pensacola.

These PSAPs provide emergency 9-1-1 service to a resident population of approximately 314,000 and receive approximately 233,000 9-1-1 calls annually and 619,500 non-emergency calls annually. Call routing, delivery, network services, database services, and CPE maintenance are currently provided by AT&T.

Trunk / Line Data Sheet attached.

4.2 Proposed Project

~~The vendor shall provide, manage, and monitor a dedicated, private, fully redundant, fiber network and associated equipment between the 9-1-1 host servers and 9-1-1 PSAP's with a 99.999% reliability. The network shall be a private (nonshared) Wide Area Network (WAN) specifically consisting of a fiber-connected metro-area layer 2 backbone. The task will include full installation and cutover working with the Motorola Vesta team.~~

A list of addresses appear in "Appendix A" of this RFP.

~~It is required that this network be:~~

- ~~Scalable~~
- ~~Highly Secure~~
- ~~Cost-effective~~
- ~~Highly reliable~~
  - ~~100 percent redundant with no single point of failure for facility hardware or software; and will have an Availability Factor of 99.999% or higher.~~
- ~~Monitored and managed on a "24X7X365" basis~~
  - ~~With alarm, reporting, and audit capabilities that allow the agency to assess conformance to contract requirements.~~

1. A turnkey hardware and software upgrade of the **Motorola Vesta 9-1-1** system effective October 1st 2019 for Escambia County PSAPs with first year maintenance included; subject to the following budget limits:

   a. Host PSAP/A & B $674,537.00
   b. Remote PSAP $155,497.00
   Total **$830,034.00***

   ***Proposals that cannot meet the budget limits may be submitted but should include a detailed description of what equipment or services are being offered that require exceeding said limits.**

2. Complete system maintenance and monitoring for years two (2) through five (5).

The task will include a complete refresh of system hardware and software including servers, routers, firewalls, call console workstations, etc. and update of the mapping software. The upgrade must include the latest version of each software application. All equipment and services will make us of, or interconnect with, the existing 9-1-1-network connecting the PSAPs.

4.3 Company Requirements

~~Respondents shall demonstrate to the BCC's satisfaction that both the respondent and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the Escambia County area for the next ten (10) years. Respondents must submit, with the proposal, a copy of their most recent annual financial report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.~~

~~Respondent shall provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.~~

~~The respondent must clearly describe and demonstrate experience in the following areas and identify to which system this experience applies:~~

- ~~System design & implementation~~
- ~~Network design, implementation & performance~~
- ~~Software~~
- ~~Hardware~~
- ~~Gateways~~
- ~~Interfaces~~
- ~~Call congestion & control~~
- ~~Security~~
- ~~Quality of Service~~
- ~~Scalable Bandwidth~~
- ~~Disaster recovery~~
- ~~24X7X365 Maintenance & Support~~

- ~~Documentation~~

The vendor must demonstrate a proven track record of providing reliable 9-1-1 equipment and support services.

1. Provide an overview of the company's history and background in the 9-1-1 arena.

2. State the number and location of 9-1-1 positions the vendor currently maintains in the United States on the Vesta platform.

3. Detail the company's participation in industry organizations and the roles the company plays in these organizations.

4. Provide the company name, contact person, telephone number and cutover date for at least five installed and maintained E9-1-1 systems of the same type proposed.

5. Provide an overview of the vendors complete 9-1-1 call product offering and the percentage of the company's revenue specifically from selling, servicing and supporting of 9-1-1 call taking systems.

6. Provide the number and average years of experience of company employees dedicated to E9-1-1 systems.

7. Provide an overview of the financial health and available resources the company has available to meet requirements of this proposal.

4.4 General Requirements

~~Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.~~

~~Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.~~

~~Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.~~

- ~~Customer desires on-line portal for reporting, modifying, and closing trouble tickets.~~
- ~~**Diverse circuit connectivity with no single point of failure.**~~
- ~~Redundancy within the system. All vital system modules and network connectivity shall be protected to ensure there is no single point of failure.~~
- ~~The system shall be engineered such that if a component or software service fails it may be replaced or corrected without loss of call taking operations. Such unscheduled outages will not interrupt call taking operations.~~

- ~~All components shall be connected to an Uninterruptable Power Supply (UPS).~~
- ~~Vendor will be responsible for testing and all coordination with local telco and/or Vesta provider to ensure implementation goes smoothly.~~
- ~~The Vendor must thoroughly test the entire system prior to cutover. During the testing, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the customer showing errors found and corrective action taken.~~
- ~~The Vendor shall have personnel on-site for the system cutover and for at least the first 12 hours following cut-over for transitional support.~~
- ~~Vendor shall remove and dispose of applicable equipment after receiving signature approval of Communications Chief or designee for each component(s)removed from PSAPs.~~
- ~~Vendor is responsible for removing any unused cabling and labeling new cabling.~~

This upgrade must ensure the 9-1-1 system hardware is 100% reliable and that the software remains up to date with features and security.

1. All equipment must meet or exceed current/applicable NENA i3 standards and be fully capable of migrating to a NG9-1-1 call taking solution.

2. All customer premise equipment, including, but not limited to work stations, software, clock, headset, recording equipment, uninterruptable power supply, records management system and related connections, must be able to operate in a NextGen 9-1-1 environment, capable of full interoperability and data sharing on a regional or statewide ESInet. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

3. System shall have the ability to handle calls originating from all sources including multimedia information such as text, data, photos, and video in compliance with NextGen 9-1-1 standards. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

4. Redundant data links to the ALI database provider.

5. Geo-diverse Core Routers and associated hardware with full interconnection between the sites.

6. ACD functionality shall be available and configured to customer needs.

7. Solution must provide full interoperability among all PSAPs so that calls can fail over to another PSAP with voice, ANI and ALI data included.

8. An ADA compliant TDD/TTY solution must be provided with the ability to move to a fully integrated Text to 9-1-1 solution, integrating the text interface into the call taker's screen. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

9. Customer desires integration of RapidSoS. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

10. Vendor shall provide a comprehensive MIS solution. Solution must provide dynamic 9-1-1 reporting. ECats is preferred. MIS service and maintenance is to be included in the proposed upgrade for year 1 and additionally in the maintenance quote for years 2 -5.

11. Customer desire on-line portal for reporting, modifying, and closing trouble tickets. (Explain whether this capability is inherent to the delivered system).

12. All software must be installed in the latest version with available updates installed at no additional charge.

13. Automated Abandoned Callback

14. VESTA Local mapping

15. 4 CommandPost modules for portable answering of 9-1-1 calls during emergency relocation or disaster recovery operations.

16. Ability to detect and provide information on abandoned/silent calls with location and call back information.

17. **Diverse circuit connectivity with no single point of failure.**

18. Connectivity to current 9-1-1 recording system. (VPI)

19. Ability to integrate with Compute Aided Dispatch via industry standards.

20. NetClock hardware and connectivity for both cores.

21. Redundancy within the system. All vital system modules and network connectivity shall be protected to ensure there is no single point of failure. Further, under no circumstances shall a failure in any vital system module disable more than 50% of the calltaking positions within a PSAP.

22. The system shall be engineered such that if a component or software service fails it may be replaced or corrected without loss of call taking operations. Such unscheduled outages will not interrupt call taking operations.

23. All components shall be connected to UPS.

24. Vendor will be responsible for testing and all coordination with local telco to ensure implementation goes smoothly.

25. The Vendor must thoroughly test the entire system prior to cutover and must ring-talk test each trunk & line at least twice prior to cutover. During the testing, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the customer showing errors found and corrective action taken.

26. The Vendor shall have personnel on-site for the system cutover and for at least the first 24 hours following cut-over for transitional support.

27. The upgrade shall meet or exceed all current capabilities of the 9-1-1 system design and configuration.

28. It is understood that an upgrade may make expedient use of some components already owned by the customer. Any components proposed to be reused must be clearly identified in the proposal.

29. Vendor shall remove and dispose of old equipment after receiving signature approval of Communications Chief or designee for each component(s)removed from PSAPs.

30. Vendor is responsible for removing any unused cabling and labeling new cabling.

31. All unused USB access points shall be internally or externally disabled to prevent unauthorized access. Propose how this will be accomplished.

4.4 Vendor Responsibilities

- ~~Full-time monitoring of equipment and system functionality, and proactive notifications of issues provided 24x7. Ability to perform both remote diagnostics and on-site maintenance support.~~
- ~~A single point of contact for all issues.~~
- ~~A pre-determined escalation plan for addressing network problems.~~
- ~~A consolidated billing function that includes all charges on one monthly statement.~~
- ~~Complete installation and testing managed by a dedicated project manager who provides updates to the Escambia County Communication Chief or designee until installation is fully accepted.~~
- ~~Systems walk through of all PSAP's once cutover is complete with Communications Chief or designee.~~

1. Full-time monitoring of equipment and system functionality, and proactive notifications of issues provided 24x7. Ability to perform both remote diagnostics and on-site maintenance support.
2. Ongoing, robust security monitoring, virus protection, OS patches, and firewalls needed for security.
3. A single point of contact for all 9-1-1 issues.
4. A pre-determined escalation plan for addressing PSAP problems.
5. Provisioning of non-CAMA trunks with Communications Chief or designee. This may require provisioning outside current design.
6. Provisioning of 9-1-1 failover routing with Communications Chief or designee. This may require provisioning outside current design.
7. A consolidated billing function that includes all charges for all PSAPs on one monthly statement.
8. Complete installation and testing managed by a dedicated project manager who provides weekly updates to the Escambia County Communication Chief or designee until installation is fully accepted.
9. Complete, interactive (not pre-recorded) training for all new features by a trainer certified by the equipment manufacture. Trainer must be made available to accommodate morning, afternoon, or evening training as determined by the Escambia County Communications Chief or designee. (**Train the trainer format**)

10. Systems walk through of all PSAP's once cutover is complete with Communications Chief or designee.

4.5 System Acceptance

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

4.6 Warranty

System Warranty periods for all hardware and software shall begin upon final acceptance of the system. A complete listing of all warranties detailing what is included and what is not included shall be furnished. This system warranty shall take precedence over any conflict in the vendor's warranty agreement.

4.~~5~~7 Maintenance

Vendor shall provide maintenance 24 hours per day, seven days per week, 365 day per year.

The vendor shall provide a minimum of three (3) technicians employed directly by the vendor, located in the Escambia County region, trained and certified in the network platform and service.

- **Routine Maintenance** - Maintenance that does not affect the performance of the system and does not affect the ability to quickly and efficiently process 9-1-1 calls, but still requires attention.
    - The vendors **maximum response time is not to exceed two business days from the time the report is received.**
    - All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Non-Critical Maintenance** - Problems of minor nature that do not affect the overall performance of the system and do not affect the ability to quickly and efficiently process 9-1-1 calls, but still require attention.
    - **The vendors maximum response time is not to exceed 24 hours from the time the complaint is received.** All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Critical Maintenance** - Problems that jeopardize or degrade any part of the system and affect the ability to quickly and efficiently process 9-1-1 calls**.**

    - **The Vendors maximum physical on site response is 2 hours, on a twenty – four (24) hour basis, to include weekends and holidays.** For an outage event, remote support shall be addressing the issue within 10 minutes. All maintenance performed shall be reported to the Communications Chief or designee upon completion.

- **Preventative Maintenance** – Maintenance of a preventive nature that ensures uptime and longevity of equipment.

    - Vendor shall provide a written plan for preventative maintenance. Describe what is included and when.

- Failure to meet SLA's for Non-Critical and Critical Maintenance issues shall result in a credit penalty of $200.00 per hour until maintenance personnel show proven contact with the system or system representative.

- Vendor shall guarantee the availability of service assistance, repairs, and spare parts for a minimum of five (5) years after system acceptance. Critical spares shall be kept on-site. Describe what critical spares are included.

- Vendor shall be responsible for providing all equipment and parts during the service period.

- Service shall be performed with the system fully operational 99.999% of the time. The system shall not be rendered inoperable for the purpose of routine maintenance or hardware additions.

- The vendor shall describe what System Software/Firmware, Operating System and Security upgrades, patches, and updates are included (and not included) in the maintenance agreement. Vendor shall be responsible for the installation of any upgrades, patches and updates. No unplanned system downtime shall be acceptable for upgrades, patches and updates.

4.~~6~~8 Monitoring

The Vendor shall provide a robust monitoring solution that includes active system monitoring and reporting 24 hours a day, 7 days a week, 365 days a year to quickly detect, report, diagnose, and solve solution performance problems and outages. A customer portal with monthly monitoring and diagnostic reports is preferred.

Describe in detail proposed monitoring solution.

4.~~7~~9 Documentation upon Completion

Two complete sets of as-built network drawings are required.

A backroom cabinet/rack diagram shall be included in as-built documentation.

4.8 Ability to meet our schedule

Provide a transition plan for meeting a full implementation cutover on or before September 15, 2019.

4.9 Vendor that has the most innovative solutions or offerings

Describe any innovative offerings that the County could take advantage of throughout the life of the contract.

4.10 WAN REQUIREMENTS

Service shall meet or exceed Bandwidth estimates in **Appendix B** and must be capable of delivering full duplex using Layer 2 Ethernet protocol over fiber to each site.

Vendor shall provide pricing for:

- 25 mbps
- 50 mbps
- 75 mbps
- 100 mpbs

Vendor shall adhere to VESTA networking requirements as presented in **Appendix C.**

Customer desires the ability to vary bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands.

Customer is open to considering innovative alternatives to meeting our general requirements in the most cost-effective manner possible.

The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each facility on a full availability basis, 24/7.

The vendor will provide all necessary hardware and software required. As part of the proposal, the vendor will make known the space requirements for installed equipment at all sites. Network outage resolution will be coordinated with Emergency Communications Chief or designee.

The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in the proposal.

The vendor will provide critical alerts to the Emergency Communications Chief or designee via Email and/or telephone call, and notification of service outages via telephone to the Emergency Communications Chief or designee along with status

~~and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.~~

~~The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical service of these types. The WAN must support the transmission of QoS ("Quality of Service") and VLAN tags implemented by Escambia County between endpoints.~~

~~All equipment including but not limited to switches, cabling, connectors, etc. necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack. Each endpoint must be capable of operating for a minimum of 30 minutes in the event of local power failure. Specifically, the equipment providing the WAN handoff at each site must be protected by a suitably sized uninterruptable power supply (UPS).~~

~~Currently the PSAPs have either four-post or two-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.~~

~~The network must be fully operational once implemented. The term "fully operational" is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.~~

LINE DATA

Function / Number	Info	Location/type Queue	Termination Location
911-1	CAMA	911-ECC	ECC
911-2	CAMA	911-ECC	ECC
911-3	CAMA	911-ECC	ECC
911-4	CAMA	911-ECC	ECC
911-5	CAMA	911-SO	ECC
911-6	CAMA	911-SO	ECC
911-7	CAMA	911-SO	ECC
911-8	CAMA	911-PPD	ECC
911-9	CAMA	911-PPD	ECC
911-10	CAMA	911-PPD	ECC
911-11	CAMA	911-ECC	SO
911-12	CAMA	911-ECC	SO
911-13	CAMA	911-ECC	SO
911-14	CAMA	911-ECC	SO
911-15	CAMA	911-SO	SO
911-16	CAMA	911-SO	SO
911-17	CAMA	911-SO	SO
911-18	CAMA	911-PPD	SO
911-19	CAMA	911-PPD	SO
911-20	CAMA	911-PPD	SO
Animal Control	2W Loop Start	RD-ECC	ECC
Pensacola PD	CO Ringdown	RD-ECC	ECC
Gulf Power	CO Ringdown	RD-ECC	ECC
Life Flight	2W Loop Start	RD-ECC	ECC
ECSO	CO Ringdown	RD-ECC	ECC
Santa Rosa	CO Ringdown	RD-ECC	ECC
Gulf Breeze	CO Ringdown	RD-ECC	ECC
PPD ECC	CO Ringdown	RD-ECC	ECC
Admin-1	PRI	Admin-ECC	ECC
Admin-2	PRI	Admin-ECC	ECC
Admin-3	PRI	Admin-ECC	ECC
Admin-4	PRI	Admin-ECC	ECC
Admin-5	PRI	Admin-ECC	ECC
Admin-6	PRI	Admin-ECC	ECC
Admin-7	PRI	Admin-ECC	ECC
ECSO Info	CO Ringdown	RD-SO	SO
Booking	Going Away		
GBPD	CO Ringdown	RD-SO	SO

Function / Number	Info	Location/type Queue	Termination Location
FIRE/EMS	CO Ringdown	RD-SO	SO
PPD	CO Ringdown	RD-SO	SO
OA_911-3	2W Loop Start	Admin-so	SO
850-436-9620	PRI	Admin-so	SO
850-436-9621	PRI	Admin-so	SO
850-436-9622	PRI	Admin-so	SO
850-436-9623	PRI	Admin-so	SO
850-436-9624	PRI	Admin-so	SO
850-433-5049	2W Loop Start	Admin-SO	SO
7900	2W Loop Start	Admin-PPD	
7901	2W Loop Start	Admin-PPD	
7902	2W Loop Start	Admin-PPD	
ADMIN3	PRI	Admin-PPD	PPD
ADMIN	PRI	Admin-PPD	PPD
ADMIN2	PRI	Admin-PPD	PPD
FIRE DISP	PRI	Admin-PPD	PPD
FIRE DISP	PRI	Admin-PPD	PPD
FIRE DISP	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
POLICE	PRI	Admin-PPD	PPD
ECUA	CO Ringdown	RD-PPD	PPD
Airport	CO Ringdown	RD-PPD	PPD
FHP	CO Ringdown	RD-PPD	PPD
SRECC	CO Ringdown	RD-PPD	PPD
GBPD	CO Ringdown	RD-PPD	PPD
ECSD	CO Ringdown	RD-PPD	PPD
County Fire	CO Ringdown	RD-PPD	PPD
FS1	CO Ringdown	RD-PPD	PPD
FS2	CO Ringdown	RD-PPD	PPD
FS3	CO Ringdown	RD-PPD	PPD
FS4	CO Ringdown	RD-PPD	PPD
FS5	CO Ringdown	RD-PPD	PPD
FS6	CO Ringdown	RD-PPD	PPD
FS7	CO Ringdown	RD-PPD	PPD

Appendix A

Escambia County Emergency Communications Center
6575 North “W” St
Pensacola, FL 32505

Pensacola Police Dept.
711 N. Hayne Street
Pensacola, FL 32501

Escambia County Sheriff’s Office
1700 W. Leonard St
Pensacola, FL 32501

~~Appendix B VESTA Bandwidth~~

~~See the following pages~~

~~Appendix C VESTA 9-1-1 Networking Guide 833959-00505~~

~~See the following pages~~

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 8, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for:

Revised Opening Date

From: RESPONSES WILL BE RECEIVED UNTIL: ~~2:00 p.m. CST, May 15, 2019~~
To: RESPONSES WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May 29, 2019

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 21, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 3 provides for:

Clarifications

1. Requirement states: Delivery must be completed within 120 days of contract award. Failure to meet delivery will result in a penalty of $500.00 per day until complete. It is hereby understood and mutually agreed that the time of delivery is an essential condition of this contract.

    - Will the agency please define or clarify what is meant by "Delivery"? Substantial Completion of Upgrade of VESTA 9-1-1 system. This entails that the system is fully functional for its intended usage.

2. Is Escambia planning to order new CAMA and ANI/ALI circuitry from the LEC to support the new system at each host location or is the expectation to use the existing? The existing will be used.

3. Section 4.4 General requirements
    - Line 4: Redundant data links to the ALI database provider. - Please explain what this requirement is calling for. The system will use the existing redundant ANI/ALI links.
    - Line 5: Geo-diverse Core Routers and associated hardware with full interconnection between the sites. - Is this calling for network routers (typically provided by the WAN provider) for the main & remote sites? Network routers will be provided by the WAN provider.
    - Line 17: Diverse circuit connectivity with no single point of failure. - Please explain what this requirement is calling for. Ensure circuits are diverse between the two nodes. This is how it is currently configured.

- Line 23: All components shall be connected to UPS. - Is the County providing the UPS for the backroom and workstation equipment? UPS will be provided. Vendor to ensure components are connected.

4. Vendor will be responsible for testing and all coordination with local telco to ensure implementation goes smoothly.

    - Is Escambia planning to provide a Letter of Authorization to the Vendor to work directly with their Telco? Yes

5. The Vendor must thoroughly test the entire system prior to cutover and must ring-talk test each trunk & line at least twice prior to cutover. During the testing, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the customer showing errors found and corrective action taken.

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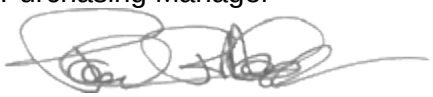
Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: _____



MOTOROLA SOLUTIONS

ESCAMBIA COUNTY, FL

VESTA 9-1-1 UPGRADE & MAINTENANCE **MAY 29, 2019 AT 2:00 P.M.**

Solicitation Number PD 18-19.043

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

COVER LETTER

Motorola Solutions, Inc.
3131 Elliott Ave, Suite 200
Seattle, WA 98121
USA

Telephone: 1 206 316 9190
Fax + 1 206 812 0737

May 29, 2019

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

Dear Mr. Nobles:

Motorola Solutions Inc. is pleased to have the opportunity to provide a proposal in response to the Request for Proposal for an NG9-1-1 Phone System Replacement for Escambia County Florida. The Motorola Solutions project team has taken great care to propose a solution to address your needs and provide exceptional value.

The VESTA NG9-1-1 solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- NG9-1-1 Hardware and Software
- Professional Services
- System Support and Onsite Maintenance

Motorola Solutions' proposal is subject to the enclosed responses, including any clarifications or exceptions, and the terms and conditions of Motorola's Communications System and Services Agreement and is valid for one hundred twenty (120) days from the date hereof. Motorola Solutions will be pleased to address any concerns Escambia County Florida may have regarding the proposal. Any questions can be directed to Dan Bornstein, Senior Account Manager, at 951-401-1744.

We thank you for the opportunity to furnish Escambia County Florida with this Next Generation 9-1-1 solution and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Raj Iyer
Area Sales Manager

SECTION 2

RECEIPT OF ADDENDA

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 27, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 1 provides for:

1. **Revised Opening Date**

   From: RESPONSES WILL BE RECEIVED UNTIL: ~~2:00 p.m. CST, May 8, 2019~~
   To: RESPONSES WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May 15, 2019

2. **Revised Soliciation Document**

   PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance Revised 04_07_19.pdf

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: Motorola Solutions, Inc.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 8, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance

All:

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Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 2:

SIGNED: Kyle Irw

COMPANY: Motorola Solutions.

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 21, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance

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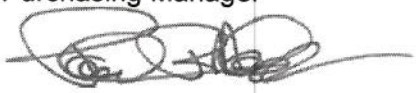
Purchasing Manager



Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: MOTOROLA SOLUTIONS

SECTION 3

REQUIRED FORMS AND DOCUMENTS

3.1 SOLICITATION, OFFER AND PROPOSAL FORM

The following pages include the Solicitation, Offer, and Proposal Form including the information requested for the Certificate of Authority to do Business from the State of Florida, Occupational License, and the Florida Department of Business and Professional Regulation number, if applicable.

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to: **Paul R. Nobles**
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

VESTA 9-1-1 Upgrade & Maintenance

Solicitation Number PD 18-19.043

Solicitation

MAILING DATE: April 15, 2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May ~~8~~15, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
36-1115800

Terms of Payment
Contained in Section 6

Delivery Date will be 120 days after receipt of purchase order

"Reason for No Proposal"

Vendor Name: Motorola Solutions, Inc.
Address: 500 W. Monroe Street, Suite 4400
City, ST. & Zip: Chicago, IL 60661
Phone: (951) 719-2100
Toll Free: (800) 491-1734
Fax: (951) 296-2727

Rai Iyer, Area Sales Manager
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

Proposal Form

System Upgrade

A. Hardware, Software, Equipment, & Labor

Host PSAPs A & B	$ 219,540.49
Remote PSAP	$ 64,652.68
Total	$ 284,193.17

B. Training, Maintenance and Warranty Items

Host PSAPs A & B	$ 335,538.90
Remote PSAP	$ 95,079.25
Total	$ 430,618.15
C. CommandPost Modules	$ 47,151.76
D. Maintenance (Year 2-5) (October 1, 2020 – September 30, 2024)	$ 769,072.09
Motorola Response: Total 1 Year Cost of Ownership	$761,963.08
E. Total 5 Year Cost of Ownership	$ 1,531,035.17

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. 1 Date 4/27/2019 Addendum No. 3 Date 5/21/2019

Addendum No. 2 Date 5/8/2019 Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
830046

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #, if applicable

_____

Type of Contractor's License, Certification, and/or Registration, if applicable

_____

Expiration Date: _____

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning this Proposal:

Name: Dan Bornstein

Phone: 951-401-1744

E-Mail: dan.bornstein@motorolasolutions.com

Person to Contact for Emergency Service:

Name: Raj Iyer

Phone: 225-205-8499

E-Mail: raj.iyer@motorolasolutions.com

Delivery must be completed within 120 days of contract award. Failure to meet delivery will result in a penalty of $500.00 per day until complete. It is hereby understood and mutually agreed that the time of delivery is an essential condition of this contract.

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

Should the project not be complete on or before September 30th 2019, vendor must assume maintenance, monitoring, and 24/7 emergency maintenance response of current system on October 1st, 2019.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. Team One Communications, 215 West Herman Street, Pensacola, Fl. 32505

2

3

4

State of Florida
Department of State

I certify from the records of this office that MOTOROLA SOLUTIONS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 4, 1973.

The document number of this corporation is 830046.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 18, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of May, 2019



Secretary of State

Tracking Number: 7964541695CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

3.2 SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, FL
(Print Name of Public Entity)

By Raj Iyer
(Print Individual's Name and Title)

For Motorola Solutions, Inc.
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
500 W Monroe Street, Suite 4400, Chicago, IL 60661

And (if applicable) its Federal Employer Identification Number (FEIN) is:
36-1115800

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this 23rd day of MAY - 2019,
20 19. Personally known _____
OR produced identification DRIVERS License Type of Identification: DRIVERS LICENSE
Notary Public: State of LOUISIANA

My Commission Expires: AT DEATH

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

ANNE DERBES
NOTARY #49485

3.3 DRUG-FREE WORKPLACE FORM

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that Motorola Solutions, Inc. does:
(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Frank Imm
Offeror's Signature

5-23-19
Date

3.4 INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or (No)

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document Number:
830046

Does it use a registered fictitious name: Yes or (No)

Names of Officers:
President: Please see attached Board of Directors, and Executive Committee list
Vice President: _____
Director: _____
Other: _____
Secretary: _____
Treasurer: _____
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

Motorola Solutions, Inc.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: 500 W Monroe Street, Suite 4400
City, State, Zip: Chicago, IL 60661

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:
36-1115800

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Dan Bornstein

E-Mail: dan.bornstein@motorolasolutions.com **Telephone:** 951-401-1744
Facsimile: 951-296-2727

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Raj Iyer Raj Iyer 5-23-19

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

Area Sales Manager

END

Verified by: _____ Date: _____



Motorola Solutions, Inc.
500 W. Monroe, Floors 37-44
Chicago, Illinois 60661

Effective: February 28th, 2019

Executive Committee

Gregory Q. Brown	Chairman and Chief Executive Officer
Gino A. Bonanotte	Executive Vice President and Chief Financial Officer
Mark S. Hacker	Executive Vice President, General Counsel & Chief Administrative Officer
Kelly Mark	Executive Vice President, Services & Software
Jack Molloy	Executive Vice President, Products & Sales
Rajan Naik	Senior Vice President, Chief Strategy & Innovation Officer
Cynthia Yazdi	Senior Vice President, Chief of Staff, Marketing & Communications and Motorola Solutions Foundation
Kristin Kruska	Corporate Vice President and Corporate Secretary

Board of Directors

Gregory Q. Brown
Kenneth D. Denman
Egon P. Durban
Clayton M. Jones
Judy C. Lewent
Gregory K. Mondre
Anne R. Pramaggiore
Samuel C. Scott III
Joseph M. Tucci

3.5 CERTIFICATE OF ENROLLMENT IN E-VERIFY

Motorola Solutions did not receive an E-verify form; however, we willing to review and sign a certification form once provided by Escambia.

SECTION 4

VESTA -1-1 UPGRADE & MAINTENANCE PROPOSAL

4.1 OBJECTIVE

The objective of this proposal to Escambia County is to provide the latest and greatest NG9-1-1 solution. Motorola is the most qualified and experienced vendor in the market. We serve over 3000 PSAPs and 22,000 positions in the U.S.

Within the information flowing between citizens, responders, and agencies is the intelligence that builds a safer city. Motorola Solutions can help you collect more of it, make it actionable, and securely distribute it across mission-critical devices and easy-to-manage networks. It's the technology and expertise that turns noise into information, information into intelligence, and intelligence into safety. And it's how to do the absolute most with less — build safer cities, counties and states, and communities that thrive.

VESTA® 9-1-1 for Powerful Functionality to Improve Productivity

- Tools like Automatic Abandoned Callback help PSAPs save valuable time and manage resources more effectively
- Data integration like text-to-9-1-1 and analytics makes it easy to manage voice and text calls and increase efficiency
- With advanced ACD capability like ACD Readiness, PSAP supervisors can quickly determine why a Calltaker is not available to take calls
- Enhanced Data Window delivers a simple, predictable way to implement i3 content
- Feature rich, customized user interface allows Calltakers to make it their own, down to the color

Use or disclosure of this proposal is subject to the restrictions on the cover page.

4.2 INTRODUCTION

Dan Bornstein
Senior Account Manager
Command Center Software
Next Generation 9-1-1 Solutions
dan.bornstein@motorolasolutions.com
M: 951-401-1744

Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661-3781

4.3 UNDERSTANDING OF THE PROJECT

4.3.1 Background

Escambia County, Florida utilizes a geo-diverse Motorola VESTA 9-1-1 system (Release 6.0) with a total of 31 call taking positions. VESTA geo-diverse cores are housed between the Escambia County Emergency Communications Center (ECC) with nine positions and the Escambia County Sheriff's Office (ESO) with 14 positions. The Pensacola Police Department (PPD) with eight positions operates as a remote site and is the Primary PSAP for calls originating in the City of Pensacola.

These PSAPs provide emergency 9-1-1 service to a resident population of approximately 314,000 and receive approximately 233,000 9-1-1 calls annually and 619,500 non-emergency calls annually. Call routing, delivery, network services, database services, and CPE maintenance are currently provided by AT&T.

Escambia County has issued an RFP requesting hardware refresh and upgrade to current release of the existing system while adding features in support of Next Gen 911 services.

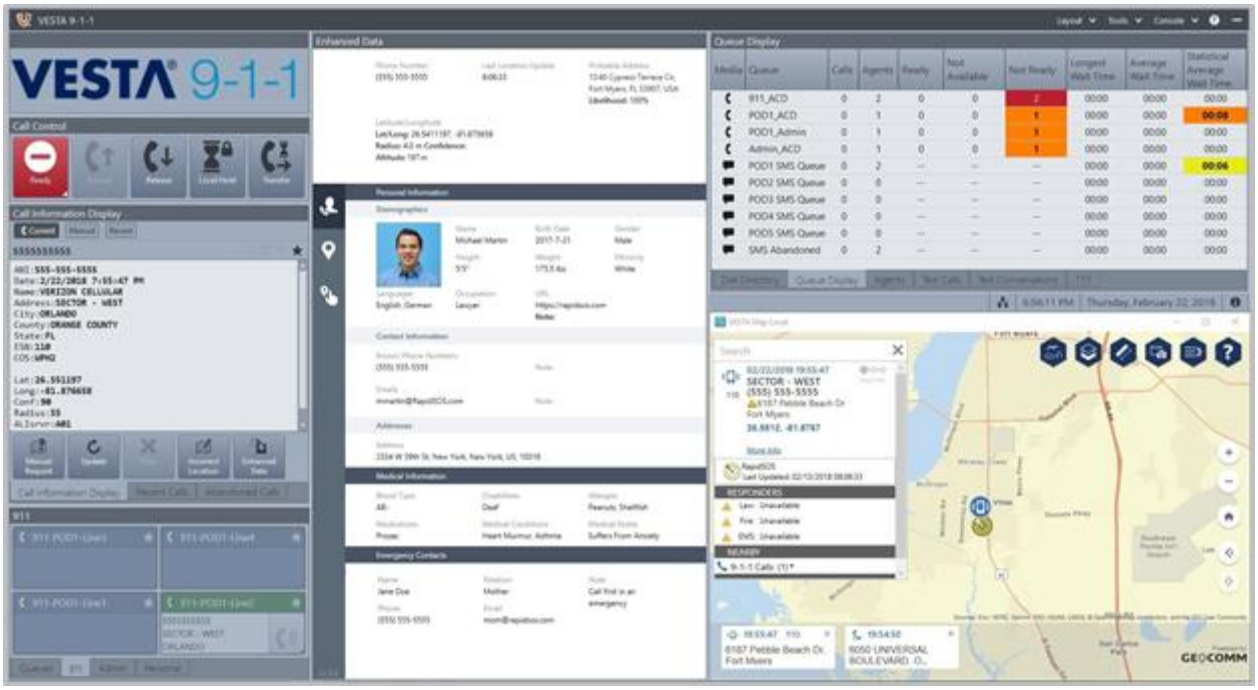
4.3.2 Solution Review

Motorola Solutions is responding to this RFP with upgrade solution that will leverage existing licensing investments where applicable and ensure Escambia County continues to be equipped to migrate to NG9-1-1 services.

Motorola Solutions will provide a complete hardware refresh to equipment utilizing existing licenses as well as provide the latest software release for all applicable equipment.

Specific requirements as noted in the RFP that are to be complied with are shown under section 4.2 - General Requirements.

4.3.3 VESTA 9-1-1 Solution



***Fully configurable** VESTA 9-1-1 solution - THE BENCHMARK FOR TEXT-TO-9-1-1*

Motorola Solutions will be proposing VESTA 9-1-1 Next Generation Call Handling Solution for Escambia County and other public and private safety organizations, and it offers redundancy PSAPs NextGen solution. The VESTA 9-1-1 robust call handling solution provides voice management and Location Information (LI) retrieval fully integrated with the Motorola Solutions IP-PBX. The VESTA 9-1-1 system is designed for critical call centers seeking advanced ACD as well as individual line appearances with geo-diverse reliability. It delivers rich fully integrated Location Information and wireless location of 9-1-1 callers, plus administrative call processing from a high-reliability platform.

The NextGen controller is a fully-featured, IP enabled incident response system addressing NextGen and PBX requirements of PSAPs and other public and private safety organizations, and it offers redundancy and flexibility with integrated call-handling, providing a full suite of Call Management features for NextGen and administrative calling.

The VESTA 9-1-1 call-taking solution is an engineered solution which supports both the VESTA 9-1-1 CTI application with a highly configurable user interface.

The VESTA 9-1-1 Telephony Server is the software-based call-processing component of the VESTA 9-1-1 solution. The VESTA Server software provides NextGen functionality to the VESTA 9-1-1 Workstations.

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

4.3.4 Servers

4.3.4.1 Media Distribution Services (MDS)

The VESTA 9-1-1 MDS are the software-based call-processing component of the VESTA 9-1-1 solution. The software extends telephony features and functions to packet telephony network devices such as VESTA 9-1-1 Workstations and IP phones. MDS servers provide the following feature/functionality:

- Support for 9-1-1 and Admin queues
- ACD schemes (Longest idle, Ring all, Circular and Linear)
- Conferencing, transfer, and call overflow capabilities
- Administrative phone features and services
- Auto attendant features
- Voice mail

MDS servers are always implemented in pairs and operate in an Active/Standby mode.

4.3.4.2 Data Distribution Services (DDS)

The VESTA 9-1-1 DDS provides advanced 9-1-1 call data handling and system monitoring services. DDS servers provide the following feature/functionality:

- Retrieve and extract ALI from ALI databases, perform ALI rebids
- Interfaces to CAD (Computer Aided Dispatch) systems
- Manages the transfer of call details to remote agencies
- System activity events and logs for tracking, alarming and historical reporting
- Management of overall system resources
- A client applications software distribution mechanism for VESTA 9-1-1 workstations, VESTA Analytics MIS solution, and Activity View management application
- Real-time CDR (Call Detail Record) printing

DDS servers are always implemented in pairs and operate in an Active/Standby mode.

4.3.4.3 Advanced Services Node (ASN)

Advanced Services Nodes (ASN's) will be equipped to extend the functionality of the VESTA 9-1-1 system. These are deployed virtual machines on each server, which may be hosted on the System Hypervisor servers or on a separate pair of Hypervisor servers. The ASN's provide the following functionality:

- Support direct-connect capability for delivery of SMS/text calls utilizing MSRP protocol.
- Provide additional tools for training purposes. This includes simulators for:
  - Generating SMS/text calls
  - Generating simulated voice calls
- Provide additional tools for diagnostic and configuration of the ASN's

ASN's are always implemented in pairs and operate in an Active/Active mode.

4.3.4.4 Virtualized Servers

The MDS, DDS and other peripheral servers will be implemented as virtual machines (VM's) on physical servers. This approach reduces the amount of back-room equipment, lowers power consumption, and reduces thermal loading in the equipment room. VM's also provide greater flexibility for future software upgrades, since the operating system and client software are now independent of the server hardware.

The VESTA 9-1-1 call handling system uses the HP ProLiant DL380 G10 servers with Windows Server 2012 Enhanced OS.



The servers will be configured as follows (subject to change):

Medium Site Redundant

- Up to 1 Million calls per year
- Up to 80 IP Phones/Positions
- Up to 120 911/Admin phone lines
- Use ESXI 6.0 U3 Hypervisor License

4.3.5 Workstations

The VESTA 9-1-1 call taking system uses the HP 600 DeskPro.

Hewlett-Packard DeskPro features, Intel i5-6500T 2.5G 6M Processor, USB Keyboard and Mouse. 500GB 7200 RPM SATA Hard Drive, 8GB (1x8GB) RAM, and Two DisplayPort connections that support dual monitors.



4.3.6 Genovation Keypad

The ControlPad 683 is versatile, 24-key programmable keypad. The keys are relegendable, which means the keycaps are a two-piece keycap consisting of a clear removable over cap and a base, allowing the user to label them to fit a specific need. The non-volatile, programmable memory allows the keypad to connect to any USB port without installing resident software. The keypad is easy to program using the Windows compatible software provided. Assembled with high quality Cherry MX key switches, the keys are durable, yet light and easy to press -- a feature lacking on lesser quality keypads.



Keypad

4.3.7 CommandPost

The VESTA CommandPOST call processing solution is a portable call-taking position designed to allow a Calltaker to move to another location, reconnect to their host system, and begin taking 9-1-1 (with ANI/ALI) and administrative calls. All features of the traditional VESTA 9-1-1 position are persevered. In order to use Instant Recall Recording (IRR), the VESTA CommandPOST must be used with the SAM module. The VESTA Command Post call processing solution can connect to the host system via:

- Public Internet connection using VPN
- Private IP network with/without VPN connection
- IP satellite network with/without VPN connection

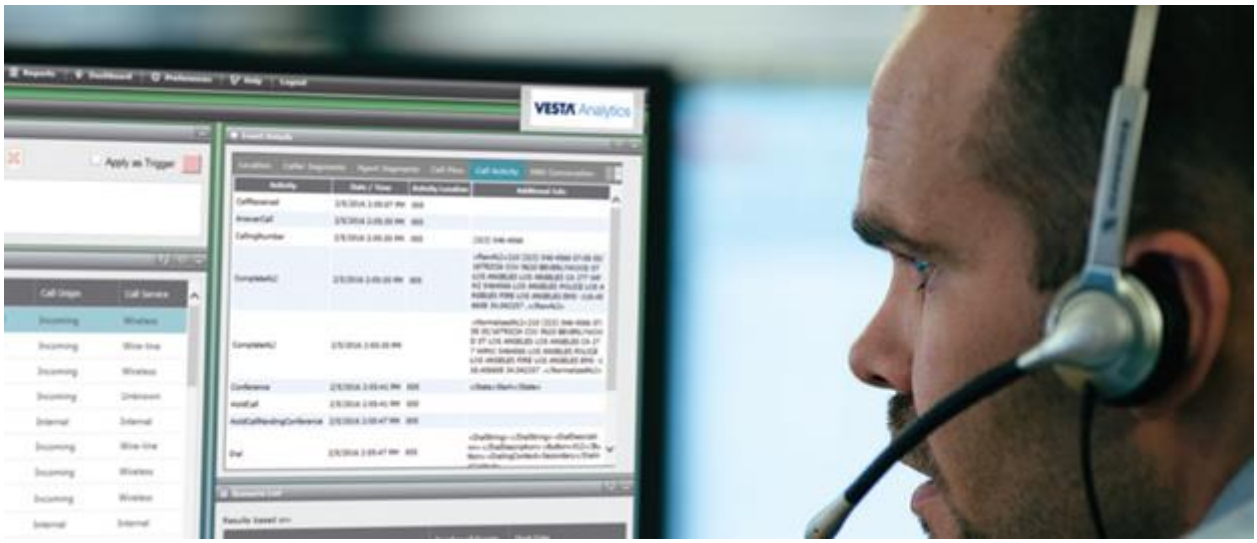
The VESTA CommandPOST typically consists of the following components:

- Hardened laptop computer (refer to hardware specification for latest model)

- SAM (Sound Arbitration Unit)
- All required cables
- Weather-resistant rolling case with cut foam liner
- Docking station (optional)
- Additional battery (optional)
- External monitor (optional)
- External mouse & keyboard (optional)

4.3.8 VESTA Analytics

Through use of the VESTA Analytics Advanced MIS Solution, PSAPs nationwide are experiencing greater efficiencies in information management, overall job performance, and standard operating procedures. These improvements are apparent as a result of the application's intuitive, easy-to-use reporting engine, enabling administrators to retrieve the exact data, right when they need it.



The reporting capabilities of the VESTA Analytics solution are highly robust, supplying a number of standard documents that provide facts on call counts, transfer averages, trunk and line utilization, etc., and can accommodate customization when needs are more specific. All can be scheduled and automatically distributed.

The VESTA Analytics solution will collect call events from the call handling platform for reporting. The data will be stored on the VESTA Analytics server located in Escambia County and may be accessed by any workstation attached to the VESTA 9-1-1 network.

The VESTA Analytics solution allows the call center management team to retrieve call information for incident analysis, identify trends to improve performance and improve crisis management capabilities through timely decision-making. The VESTA Analytics solution automatically associates related events, simplifying incident reconstruction, organization, searching and archiving.

VESTA Analytics Front End

The VESTA Analytics Front End uses a web-based user interface, like Internet Explorer to view data and run reports. This can be accessed from any position in the VESTA network. The licensing limits access to a quantity of concurrent connections.

4.3.9 LAN Network Solution

Core Switches

The VESTA 9-1-1 solution for Escambia County uses Cisco 2960X-Plus switches which may be deployed as both 24 port and/or 48 ports each.

Highlights

Cisco Catalyst 2960X-Plus Intelligent Ethernet Switch is a new family of fixed-configuration standalone devices that provide desktop Fast Ethernet and Gigabit Ethernet connectivity, enabling enhanced LAN services for entry-level enterprise, mid-market, and branch office networks. The Catalyst 2960X-Plus offers integrated security, including network admission control (NAC), advanced quality of service (QoS), and resiliency to deliver intelligent services for the network edge.

4.3.10 Miscellaneous Solutions

Firewalls

The Fortinet 60E firewall provides robust security for the solution. Firewalls are deployed as a redundant High Available (HA) Pair and support a variety of services such as SMS, ESInet, Managed Services, and RapidSOS.

Ethernet to Serial Devices

The Blackbox TS4 secure terminal servers are used to provide an analog serial handoff to the Data Sharers across an IP network. This allows a serial ALI spill to devices needing ALI data across an all IP network.

Data Sharers

The TL-601A Data sharer is used to provide a single common CAD output while two server interfaces are presenting data. These will be provided.

Data Broadcast

The TL-159A Data sharer is used to provide multiple CAD outputs (up to eight) coming off of the Data Sharer’s single output. This allows all the PSAPs to have multiple CAD outputs when needed.

4.3.11 Network Security Operations Center



Routine system monitoring, network connectivity issues, and ongoing cyber threats eat up valuable time and resources. At Motorola Solutions, we understand the complexities and challenges associated with maintaining communications integrity. It's why we proudly offer our Network Security Operations Center (NSOC), a best in class solution for 24/7 monitoring and 9-1-1 systems management.

We tailor our Service Delivery Plans to support the individual needs of our customers. We do this by leveraging our Service Delivery Management team who is focused on the servicing of your system so you can focus on the operations. Our Service Delivery Manager will maintain close communications with Escambia County to continually monitor and assess our services at all stages and adapt to meet your needs where necessary.

Our goal is to build a service relationship you can trust and count on to grow with your needs and the demands of Next Generation 9-1-1 emerging technologies.

Summary of Services and Support

Motorola Solutions catalog of services includes many service levels which can be leveraged by Escambia County. We have identified those services we feel best support Escambia County requirements, with additional services being available over the service life-cycle of your system.

- Motorola Solutions Field Installation Services
- VESTA Security Operations Center
- Real-time active monitoring of the system (Monitoring and Response)
- Security Management
- Antivirus

Use or disclosure of this proposal is subject to the restrictions on the cover page.

- Patch Management

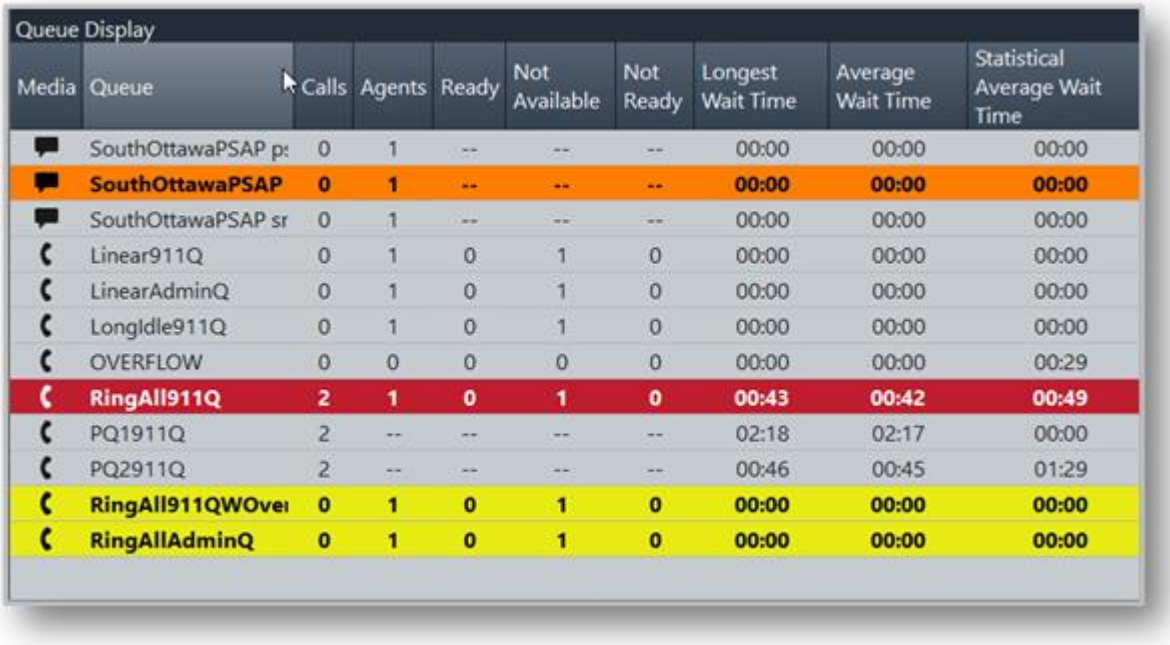
4.3.12 Additional features

4.3.12.1 Automatic Abandoned callback

The Automatic Abandoned Callback (AAC) feature allows the VESTA 9-1-1 system to automatically call back serviceable abandoned 9-1-1 voice calls and verify if the caller needs assistance or not. If a caller responds that emergency service is still needed, the system will automatically queue the call for the next available Calltaker. Otherwise, the call is marked as no further action required and released.

Multi queue display

The Multi Queue Display (MQD) window contains real-time statistics about voice call queues (ACD and priority) and text call queues, such as the number and waiting times of calls on the queues. Average wait times are calculated from a configured period. Each row in the tabular window contains information for a queue.



4.3.13 VESTA Map Local

VESTA Map Local is a Next Generation Map that runs locally on the workstation. VESTA Map Local is powered by GeoComm.

VESTA Map Local provides all of the following features:

- Provides a detailed, easy-to-use interface for viewing and managing incidents on digital maps

- Displays call types (wireline, Phase I and II, VoIP and Telematics) on the map using unique icons for a comprehensive view
- Supports internet delivery of online and third party data such as ArcGIS online, Rapid SOS, etc.
- Streamlines Call Handling processes by displaying 9-1-1 call type and location information as layers versus disparate system views. The Enhanced Data Window is an optional, fee-based service which allows the VESTA console to query third party data sources (such as RapidSOS, etc.) and display the resulting data for the Calltaker. The actual data displayed will vary by data provider. This service required an annual data service subscription and a full time Internet connection.



4.4 DIAGRAM

MOTOROLA SOLUTIONS

Solutions Engineering

42505 Rio Nedo
Temecula, CA 92590
Tel. 951.719.2100
Fax 951.269.2727

Escambia County, FL

Geo Diverse VESTA® 9-1-1
Call Processing Solution

Assumptions / Notes / Purpose:	Legend	
This document is only a high level conceptual proposal and not an implementation document. Detailed information and feature comparison can only be provided after a detailed site audit of each site.	CAMA 9-1-1 Trunks Admin Lines RS-232 Ethernet (100/1000) WAN Connection Layer 2 WAN Connection MSI Demarcation Point	Title: **Escambia Co FL VESTA 9-1-1 Solution** Project: **Escambia Co FL Geo-Diverse VESTA 9-1-1 Call Processing Solution** Version: 03.13.18c — Date: May 1, 2019 ☑ Preliminary ☐ Final Filename: 4.4 Escambia Co FL Geo-Diverse VESTA 9-1-1.vsd Engineer(s): Robert Stevenson — Page: 1 of 7

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Escambia Co FL VESTA 9-1-1 Geo-Diverse System

MOTOROLA SOLUTIONS

CAMA = 8

Analog Admin Lines = 8

PRI = 1

9 VESTA Positions

4 Command Post

(9) VESTA 9-1-1 Positions

CAMA = 8

Analog Admin Lines = 8

PRI = 1

14 VESTA Positions

(14) VESTA 9-1-1 Positions

Internet access

ESI / SMS

Host A: Escambia ECC

HA Firewall Pair

A ALI DB

ANALYTICS

AAC

VM's VM's

VESTA 9-1-1 Server A (DDS/MDS)

Hypervisor-1A

VM: DDSA

VM: MDSA

VM: ASN

VM: MGNT

VM: Tools

Mgmt. Console vSphere Client

Incoming Local Lines & Circuits

Incoming 9-1-1 Circuits

M1K Gateway

VESTA 9-1-1 Positions

SAM

Cisco 2960 PLus Ethernet Switches x 2

IOLAN-4

IOLAN-4

Black Box TL159A x2

Black Box TL601A-R2 x2

Recorder

CAD Server

Net Clock

B ALI DB

Firewall

M1K Gateways

Incoming 9-1-1 Circuits

Incoming Local Lines & Circuits

T1 / PRI Tie Line

Netdock Antenna

To Ground

IPSec VPN

Command Post

Motorola Solutions Managed Services

Airbus DS Communications *HIGHLY* recommends redundant WAN links

Primary Layer 2 WAN (Fiber)

Pensacola Remote See Sheet Pensacola Remote

Secondary Layer 2 WAN (Fiber)

Customer Routed Layer 3 Network

Customer Routed Layer 3 Network

Host B: Escambia SO

HA Firewall Pair

Incoming Local Lines & Circuits

Incoming 9-1-1 Circuits

M1K Gateway

VESTA 9-1-1 Positions

SAM

Cisco 2960 PLus Ethernet Switches x 2

IOLAN-4

IOLAN-4

Mgmt. Console vSphere Client

A ALI DB

VM's VM's

VESTA 9-1-1 Server B (DDS/MDS)

Hypervisor-1B

VM: DDSB

VM: MDSB

VM: ASN

VM: MGT

VM: REPO

VM: Analytics

Black Box TL601A-R2 x2

Black Box TL159A x2

Recorder

CAD Server

Customer Provided Clock source

B ALI DB

Firewall

M1K Gateways

Incoming 9-1-1 Circuits

Incoming Local Lines & Circuits

T1 / PRI Tie Line

Netdock Antenna

To Ground

IPSec VPN

Motorola Solutions Managed Services

Escambia Co FL VESTA 9-1-1 Geo-Diverse System

MOTOROLA SOLUTIONS

CAMA = 8

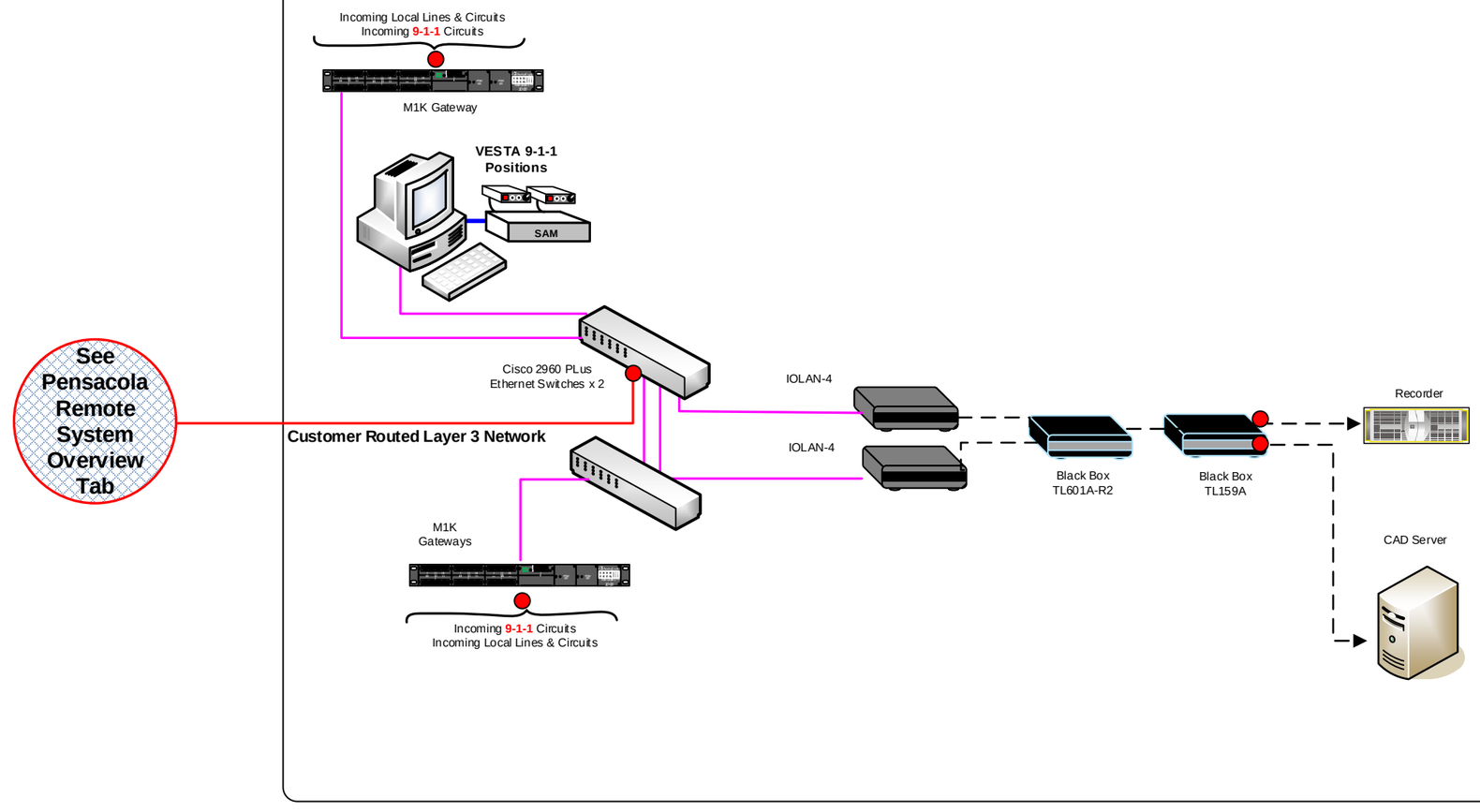
Analog Admin Lines = 20

PRI = 1

8 VESTA Positions

(8) VESTA 9-1-1 Positions

Remote: Pensacola



VESTA 9-1-1 Workstation Overview Sample

MOTOROLA SOLUTIONS

RJ-45

Logging Recorder
Recording position audio
(Customer Provided)



VESTA 9-1-1

VESTA MAP
Local

22" FP LED Monitors



Modular
LAN Cable
(LAN)

DVI-D

Cable to backroom

Headset/Handset
Jack

Dispatcher
Headset



Headset/Handset
Jack

Dispatcher
Headset

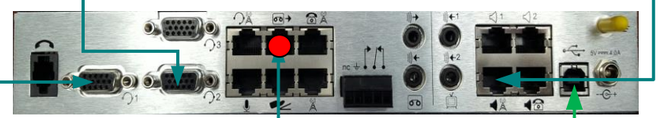


Headsets
(Customer Provided)

Cable to Radio



Radio
(Customer Provided)



Sound Arbitration
Module (SAM)



HP Pro Desk MINI

USB



Keyboard

Mouse

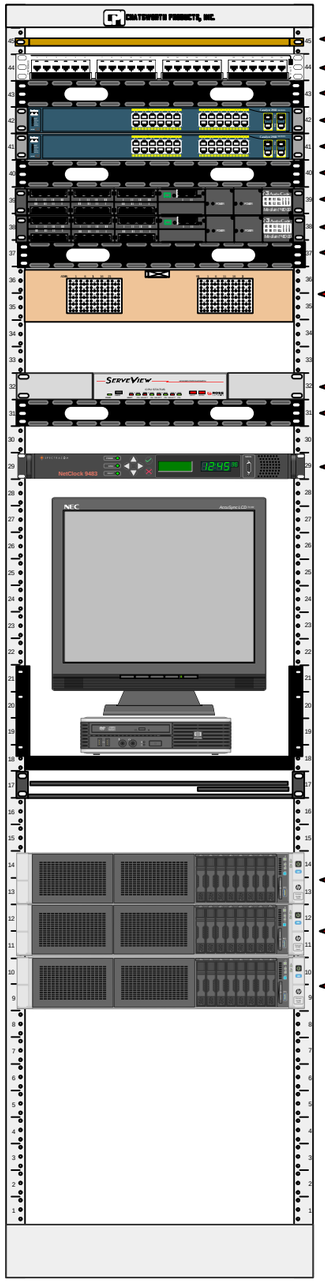


Genovation
Keypad

Motorola Solutions Demarcation Points

MOTOROLA SOLUTIONS

Host A: Escambia ECC



- Grounding Bus
- Network Patch Panel
- Wire Management
- Switch (2960 Plus-24 Port)
- Switch (2960 Plus -24 Port)
- Wire Management
- Mediant 1000
- Mediant 1000
- Wire Management
- Overvoltage Surface Protector

Hardware Mounted On Back

- KVM Arbitrator
- Wire Management
- NetClock 9483 OPTIONAL

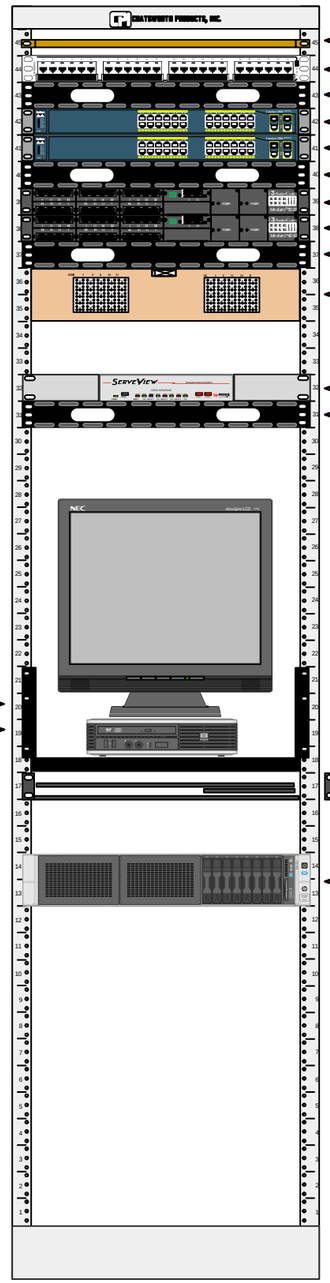
Firewall Hardware On Shelf

- Fortinet 60D
- GDIT Firewall

- HYSA Virtual Server HP DL380 Gen9 2U Rack Server
- Auto Abandon Call Back HP DL160 2U Rack Server
- ANALYTICS HP DL380 2U Rack Server

Host A 19" Rack Virtualized Site Typical

Host B: Escambia SO



- Grounding Bus
- Network Patch Panel
- Wire Management
- Switch (2960 PLUS-24 Port)
- Switch (2960 PLUS-24 Port)
- Wire Management
- Mediant 1000
- Mediant 1000
- Wire Management
- Overvoltage Surface Protector

Hardware Mounted On Back

- KVM Arbitrator
- Wire Management

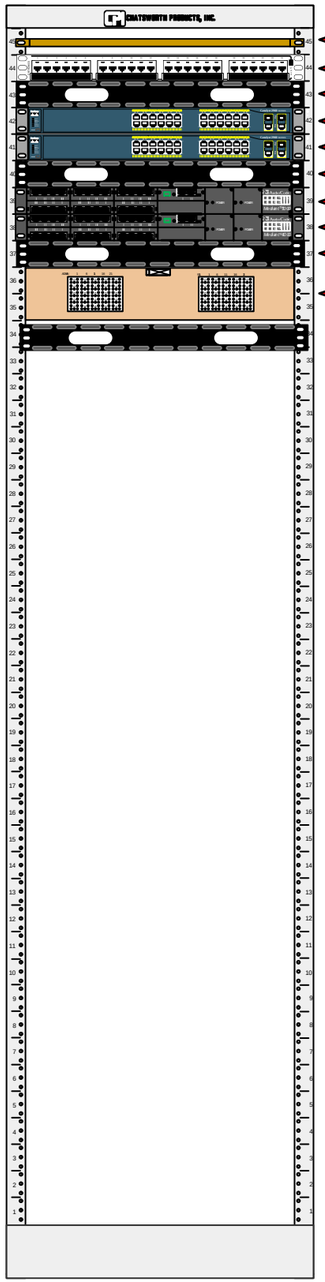
Firewall Hardware On Shelf

- Fortinet 60D
- GDIT Firewall

- HYSB Virtual Server HP DL380 Gen9 2U Rack Server

Host B 19" Rack Virtualized Site Typical

Remote: Pensacola PD



Remote
19" Rack
Typical

Drawing Revision Notes:

Revision (05.1.19) – (rs) Initial diagram

4.5 METHODOLOGY USED FOR THE PROJECT

The Motorola Solutions approach to implementation is focused on assembling a team of customer service-oriented employees who are recognized as the industry's best in class. From our expert workforce, select individuals will be assigned to the implementation team and ongoing support team for the Escambia County's solution. Motorola Solutions methodology will incorporate one primary goal: align the project with Escambia County's overall customer expectations as detailed in your RFP.

The Motorola Solutions team includes a tight knit group of system engineering and on-site support engineer resources who work as a well-oiled machine. This team covers service disciplines necessary to design, deploy, and support the VESTA solution for Escambia County.

Working with Escambia County directly, the Motorola Solutions PM will hold regularly scheduled meetings and use a combined MS Project Schedule and a Status Report to provide a consistent vehicle for communication, management, reporting of progress and detection of potential progress delays.

Our project management methodology is based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our methodology will incorporate one primary goal: align the project with your overall expectations. The project management life cycle is usually broken down into four phases: initiation, planning, execution, and closure—these make up the path that takes your project from the beginning to the end. Motorola uses a very similar approach however we use the following phases to ensure a clearly defined process that is focused on the implementation of VESTA 9-1-1. Unless otherwise requested, Motorola Solutions will implement the project using the following "phased" process.



Our project process begins with the VESTA 9-1-1 Planning Phase activities. During this initial phase, our staff and Escambia County team members will review the County's network, system application and implementation requirements, refine the solution architecture, and finalize the plan for solution deployment.

Once the Planning Phase is completed, Motorola Solutions will order, install, configure, test, and train users on customer-facing solution components, as part of our efforts in the Implementation & Testing and Training Phases. Following successful implementation, testing, training, and cutover, the Project is closed and the Solution Maintenance begins.

PHASE I - PLANNING

Phase I is the period of time in which the project is formally launched, the project design is finalized, the schedule is finalized, all the data is gathered and resources are scheduled. Upon ***your*** Contract Award the Motorola Solutions PM coordinates Phase 1 activities with you to ensure that the project scope has been assessed, and that all deliverables have been captured in the Motorola Solutions Project Schedule. The Project Schedule will be the control document for Motorola Solutions deliverables for the implementation as will other critical dates or milestones that are integral to the project

The specific objectives of the planning phase include:

- Elaborate on specific strategies and project options
- Confirm NG9-1-1 project scope and finalize the solution design
- Determine cutover strategy
- Determine final System Acceptance Test Plan

PHASE II – INSTALLATION & TESTING

Phase II is the period of time in which site preparation, site installation and testing take place. The project's implementation is accomplished to the degree that is possible without actually going "live", while minimizing disruption of the sites' ongoing operations. The Motorola Solutions PM will coordinate the Phase II activities with you to minimize interference with other site activities, while ensuring that Motorola Solutions implementation and testing are completed as per the Project Plan and the Master Project Schedule. Implementation and Testing milestones and deliverables will be documented and managed via the Master Project Schedule.

Motorola Solutions will stage the Escambia County Geo-Diverse system equipment at our facilities in Temecula CA. All site equipment is assembled, configured, and burned in with the Escambia County 9-1-1 Central Dispatch Center's specific site information, including but not limited to, system software, IP addresses, machine names, and line and trunk data. The equipment is also quality-checked for any defects or errors, then packaged for shipping to site.

Motorola Solutions will provide qualified Field Engineering Personnel, working on site and remote, for the implementation, testing and cutover of the Escambia County VESTA 9-1-1 Solution. Motorola Solutions will install, configure, and connect the Host equipment to provide a fully-diverse VESTA 9-1-1 solution.

Testing is one of the major aspects of your VESTA 9-1-1 project and its success will require combined concentrated effort by you and Motorola Solutions. Upon contract award, Motorola Solutions PM will work closely with you to review your System Acceptance Test Plan and make mutual agreed upon changes to the Test Plan. At the completion of the implementation your designated participants and Motorola Solutions will execute the test plan that displays the system is functioning as designed and configured and document test results.

PHASE III – TRAINING

As a current user of the VESTA 9-1-1 solution Escambia County will require minimal training. As part of this project Motorola Solutions will provide E-Learning for VESTA SMS and VESTA Map Local.

The Motorola Solutions Project manager will obtain a list of student names and email addresses. This information will be used to create an account and enroll each user in the course. Once the student is enrolled he/she will receive an email inviting them to confirm their account and log into the Learning Management System.

DataHub for VESTA Map Local E-Learning course is designed for all Administrators of the VESTA Map Local solution. DataHub for VESTA Map Local E-Learning typically takes two (2) hours however the course will be available to each student for 365 days. During this time the student can access the course and brush up on any topics they desire.

VESTA Map Local Agent E-Learning typically takes two (2) hours however the course will be available to each student for 365 days. During this time the student can access the course and brush up on any topics they desire.

VESTA SMS E-Learning typically takes two (2) hours however the course will be available to each student for 365 days. During this time the student can access the course and brush up on any topics they desire.

Phase IV – Cutover

Cutover is the primary focus of your NG9-1-1 project, its success will require a methodical focus on planning, executing, and monitoring. The cutover plan includes the fallback process to restore the system to the pre-migration operation in the event of a catastrophic failure.

The Cutover Plan defines the sequenced procedures and steps that will occur in the Cutover Phase to bring new equipment to an operational state, as well as transition services from the current equipment to the new. Appropriate safeguards are built in to ensure a cutover with minimal operational impact.

The Cutover Phase is the major transition point for the project. Motorola Solutions provided systems are brought on line and site's operations shift from the old equipment to the new equipment. Motorola Solutions' PM will work with your team to minimize the disruption for Escambia County. To that end, during the Planning Phase the decision will be made for the cutover plan.

Final System Acceptance

System final acceptance testing confirms that the solution operates during day-to-day use in a live system environment when Escambia County has successfully completed final acceptance testing. The System Final Acceptance Testing period will be 30 day consecutive calendar days immediately after the Escambia County cutover. Contract deliverables must perform in compliance with all RFP and contract requirements throughout the testing period.

Phase V – Project Closure

Once all sites are operational and the post-cutover coverage is complete, the Project will move to closure phase. The project closure phase is the process of completing any open issues associated with the deployment of your project and to transition the project from Implementation to the Support. The Motorola Solutions PM will ensure all issues have been resolved or assigned for resolution. Any open issues at time of closure are to be transitioned to Motorola Solutions Technical Support.

4.6 MANAGEMENT PLAN FOR THE PROJECT

To serve you direct and provide a best-in-class end-to-end solution, we have assembled an outstanding team of experts. They will work side-by-side with Escambia County to provide the consulting, engineering, communications technology, implementation, and a comprehensive service plan for the transition to NG9-1-1. Our solution assures Escambia County an on-schedule implementation; and the highest standards of reliability.

Our technical team is specifically dedicated to the task of implementing and supporting 9-1-1 call delivery and processing solutions; it is our primary business, and we make it our top priority. Our team averages 16 years of experience with VESTA® 9-1-1 products and is uniquely positioned to meet and exceed the requirements of Escambia County. We are proud to service one of the largest clientele of repeat customers, all of which demonstrates Motorola Solution's level of commitment to product quality, fast problem resolution, and overall customer satisfaction.

From planning and designing to implementing and supporting, Escambia County has a Single Point of Contact (SPOC). For the implementation phase, the Motorola Solutions Project Manager (PM) will be the SPOC and lead the implementation for Escambia County. Once you have cutover your solution, your designated Service Manager is responsible for managing the overall customer service, maintenance, and escalated incidents. As the Service Manager, he/she maintains close communications with the Escambia County 9-1-1 Central Dispatch to continually monitor and assess our services at all stages and adapt to meet your needs where necessary. Our goal is to build a service relationship you can trust and count on to grow with your needs and the demands of NG9-1-1 emerging technologies.

The Escambia County Project Manager and Vesta Solutions' Project Manager will play an important role in this process by communicating with their teams what is working well and what needs improvement. The project will use a combined MS Project Schedule and Status Report that will provide a consistent vehicle for communication, management, reporting of progress and detection of potential progress delays.

Our standard project management methodology is also based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our methodology will incorporate one primary goal: align the project with the Escambia County's overall expectations. Our process begins with the Post Sales Planning Phase activities. During this initial phase, Vesta Solutions team members will review the Escambia County's system application and implementation requirements, refine the solution architecture, and finalize the plan for solution deployment. Once the Post Sales Planning Phase is completed, we will order, stage, install, configure, test, and train users on the customer-facing solution, as part of the Implementation Phase. Following successful Implementation, we will transition to the new system during the cutover phase. The project will then go into closure phase and transitioned into the agreed upon Maintenance stage.

Our approach to implementation is focused on assembling a team of service-oriented employees. From our expert workforce, select individuals will be assigned to the implementation of the Escambia County's solution. Except in the most unavoidable of circumstances, the project team will retain member continuity throughout the life of the implementation. Vesta Solutions approach

also provides a cross-trained resource pool to assure that the loss of any one key individual will not jeopardize the quality or level of service Vesta Solutions will provide to the Escambia County.

The project manager provides oversight of the project, making sure that issues are identified and resolved, progress is measured and monitored, and that changes that affect project, cost, schedule, and quality are managed. Activities include:

- Measuring and recording project metrics
- Monitoring the progress of planned and unplanned work according to the Schedule Management
- Planning and Scheduling
- Providing data to support progress reporting and forecasting
- Monitoring implementation of approved changes per the Change Management Plan

4.7 EXPERIENCE AND QUALIFICATIONS

Our large VESTA services team is specifically dedicated to the task of implementing and supporting 9-1-1 call delivery and processing solutions; it is our primary business, and we make it our top priority. Our team averages 14 years of experience with Motorola Solutions 9-1-1 products and is uniquely positioned to meet and exceed the requirements of Escambia County. We are proud to service one of the largest clientele of repeat customers, all of which demonstrates Motorola Solutions level of commitment to product quality, fast problem resolution, and overall customer retention.

The Motorola Solutions approach to implementation is focused on assembling a team of customer service-oriented employees who are recognized as the industry's best in class. From our expert workforce, select individuals will be assigned to the implementation team and ongoing support team of the Escambia County's solution. Motorola Solutions methodology will incorporate one primary goal: align the project with Escambia County's overall customer expectations.

This team covers service disciplines necessary to design, deploy, and support the VESTA solution for Escambia County. In addition to specialized expertise from Motorola Solutions, we will engage engineers from our trusted subcontractors who possess extensive implementation experience in the area such as site readiness and cable installation.

Implementation Team

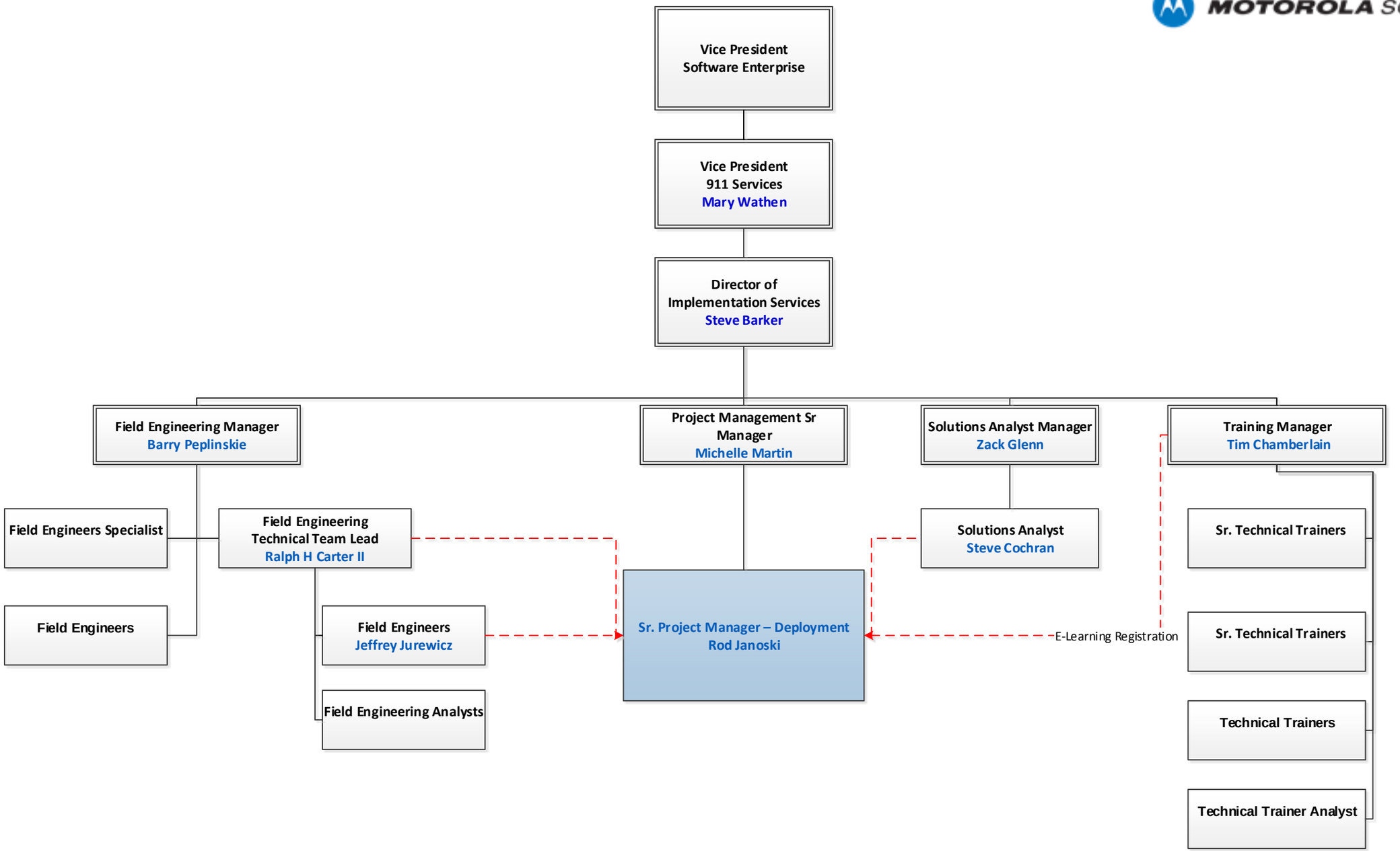
Please refer to the references and quote for details regarding itemized cost and similar projects.

- Project Manager: A project manager will be on site for major planning meetings, the start of implementation, for testing and cutover
- Field Engineers: We anticipate utilizing two (2) field engineers
- E-learning is provided for VESTA SMS and VESTA Map Local
- Solution Analyst: There will be one (1) solution analyst

4.8 ORGANIZATION CHART

The following page contains the organization chart as requested.

Implementation Services



4.9 RESUMES

Rod Janoski Sr. Project Manager
Overview
Rod Janoski has been employed by Motorola Solutions since 2013. During this time, Rod has been a Project Manager, directing some of the largest and most complex VESTA 9-1-1 projects at Motorola Solutions. Rod is responsible for establishing and maintaining direct customer contact from contract signing to project closure, overseeing and controlling the overall progress of assigned projects. He develops and maintains a project's Statement of Work, schedule, budget, and quality level ensuring the project delivery on time, in scope and on budget. Prior to joining Motorola Solutions, Rod was with Verizon for 31 years, 22 of those years were in the Government / Public Safety sector. Rod attended the Pennsylvania State University obtaining a Bachelor's Degree. He has a Master's Certificate from the University of Pennsylvania's Wharton Business School in Leadership and George Washington University in Project Management. He is certified in ITIL v3; which is a globally recognized collection of best practices for managing information technology. With more than 37 years of client relations and project management experience in leading edge technology implementation, he brings a wealth of experience to the Motorola Solutions team.
Key Projects
• City of Chicago, IL • WestCORE, PA (Western PA) • Philadelphia, PA • Pinellas County, FL • City of Portland, Oregon (BOEC) • Palm Beach County, FL • Collier County, FL (Beta software development)
Companies
• Motorola Solutions, Inc. • Verizon
Education and Certifications
• Bachelor of Science – Education with a minor in Economics– Pennsylvania State University • Master's Certificate in Business Leadership – University of Pennsylvania, the Wharton Business School • Master's Certificate Project Management – George Washington University • Certified in ITIL v3

Jeff Jurewicz Field Engineer
Overview
Jeff has 30 years of experience working in the Emergency PSAP environment as a 2-way Radio Technician and Telecommunications Technician. Working with 911, and Radio console systems, and Recording, Video, and computer systems. During this time Jeff has operated in the capacity of Trainer and Field Engineer.
Key Projects
• Geauga County OH • Ontario County NY • Kennedy Space Center FL • Palm Beach County FL • Union County NJ • New Jersey State Police • City of Philadelphia Charles County MD • Monmouth County NJ • Allegheny County PA
Companies
• Motorola Solutions, Inc.
Education and Certifications
• CCINC ECS-1000 / Rescue-STAR I&M • CCINC Patriot I&M • CCINC Sentinel CM I&M • CCINC ORION DataSync I&M • CCINC ORION Vela I&M • CCINC Aurora I&M • Tonex SS7 Training • Telcordia Technologies Digital Technolgies

Ralph Carter Field Engineer
Overview
As a Field Engineer Specialist, Ralph Carter is primarily responsible for installing and supporting PlantCML's architectural framework for computers, networks, and telephony products at PlantCML customer sites. His primary responsibilities include traveling to customer sites to assist in defining specifications for product installation as well as coordinating and performing installation of product per customer requirements. Ralph has more than 15 years of experience in the communications and electronics fields including a four year tour in the Navy as an Avionics-Electronics Technician. He also has a background in micro-wave electronics as well as network design.
Key Projects
• Tarrant County, TX • BVCOG, TX • Westcore, PA • Hillsborough, FL • State of MN • State of AZ
Companies
• Motorola Solutions, Inc. • DynamicTechs, Inc • Scientel Wireless, LLC • Sprint • Arris (formally C-COR) • United States Navy
Education and Certifications
• US Navy Avionic Electronic School • Expert in Enhanced IP Telephony • Expert on VESTA 4.X/9-1-1 • Sentinel CM I&M • Sentinel ECS-1000 I&M • VESTA MIS Solutions • VESTA Mapping Solution

Stephen Cochran Configuration Engineer
Overview
Stephen Cochran (Steve) has worked in the telecommunications industry for over 31 years, including 17 years in Public Safety with Motorola. Steve was hired in 2001 for the rollout of the original VESTA Meridian system due to his extensive background with Nortel/Avaya Telecommunications and ACD Call Center Background. Since 2001, Steve has worked on some of the largest VESTA Meridian projects with Motorola nationwide, and is currently working as a Configuration and Field Engineer with an emphasis on the larger ACD customers implementing and/or transitioning from the legacy Meridian VESTA to the new VESTA platform. Steve brings a wealth of experience to projects with his Call Flow, ACD, Telco, and implementation expertise. Prior to working at Motorola, Steve worked for Bellsouth/Williams for 12 years as a Sr. System Design Specialist working on large Call Center projects as well as hospitals, universities (including UTMB 10,000 line system), airports, law firms and a variety of businesses, all involving a high percentage of travel. Steve's field experience at Bellsouth provided a smooth segue to the customer side of telecommunications, relocating to Florida and working for over two years at First USA Bank (now Chase) as a Sr Telecom Analyst. Here Steve was responsible for providing Telcom support and implementing new initiatives for an 800 seat call center in the Orlando area. While Steve was there, the center doubled in size with an additional 800 seat Call Center, in a new building adjacent to the current one. In addition to supporting the first site, Steve also assisted corporate and local vendors alike with the planning and implementation of the new site. Steve also traveled periodically to the other 5 ACD-networked sites scattered geographically thru the US on Call Center functionality, upgrades, and new program initiatives.
Key Projects
• Albuquerque • Baltimore • Boston • Charlotte • Dallas • Fairfax • Oklahoma City • Memphis • Nashville • Philadelphia • Washington DC • Multiple project sites in Florida, Illinois, Kansas, Kentucky, Maryland, Minnesota, Texas, Massachusetts, Oregon, Pennsylvania Virginia and other locations • Private Safety sites include The Pentagon, Washington DC Airport, and several military and Air National Guard sites, including a highly secure facility in the UK
Companies
• Motorola Solutions, Inc. • First USA Bank (now Chase) • Bellsouth Communications/Williams Communications
Education and Certifications
• BA, Business - Notre Dame of Maryland University • Various Certifications on Nortel/Avaya ACD/BARS/Admin/I&M

4.10 SAMPLE CUTOVER PLAN

Use or disclosure of this proposal is subject
to the restrictions on the cover page.



ESCAMBIA COUNTY

CUTOVER PLAN - DRAFT
MAY 20, 2019
VESTA Solutions, Inc.

MOTOROLA SOLUTIONS

REVISION HISTORY

Date	Version	Author	Change
5/20/2019	Draft	CAK	Draft Plan

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1. PURPOSE

The purpose of the Motorola Solutions Inc. VESTA® 9-1-1 Cutover and Test Plan is to provide you with a list of activities for the migration of the VESTA® 9-1-1 call taking and dispatch operations at your Sites from the legacy platform to the new VESTA 9-1-1 platform. This document captures the requirements for the Cutover and the systematic processes Motorola Solutions Inc. ("Motorola Solutions") will take to execute these cutover activities. This is a living document and is expected to be revised continuously to meet ever-changing requirements and project schedules.

2. EXECUTIVE SUMMARY / STRATEGY

The Cutover Plan defines the sequenced procedures and steps that will occur during your Cutover Phase to bring new equipment to an operational state, as well to transition services from the current equipment to the new. Appropriate safeguards are built in to ensure a cutover with minimal operational impact.

The Cutover Phase is the major transition point for the project. Motorola Solutions provided systems are brought on line and site's operations shift from the old equipment to the new equipment. Motorola Solutions' PM will work with your team to minimize the disruption for each PSAP. To that end, during the Planning Phase decisions will be made for your cutover. Cutover options as follows:

- **Flash Cut**: A flash cut requires a coordinated migration of 9-1-1 traffic to the PSAPs to the new VESTA Solution. The benefit of a flash cut is that the PSAP personnel do not require temporary relocation to another PSAP that might not have the same radio or Computer Aided Dispatch (CAD) system, resulting in less disruption.
- **Relocation Cut**: Sites may choose to vacate their PSAP and operate at the alternate PSAP, such as their backup center, while their PSAP is upgraded. Once the upgrade is finished, the PSAP personnel would systematically move to the new system in operation at their respective PSAP.

Cutover strategy development is a key planning activity for the VESTA 9-1-1 system that encompasses your various operations and systems, including E9-1-1 network, IT network infrastructure, integration with your logging recording systems, CAD systems, and integration with your radio console equipment.

Cutover is divided into three parts: Pre-Cutover, Main Cutover and Post-Cutover.

- The first part, Pre-Cutover, consists of various cutover preparation activities, including Pre-Cutover Verification Checks to prepare for Cutover.
- The second part, Main Cutover, consists of the transition of PSAPs to the VESTA 9-1-1 platform, the transition of call taker personnel to the VESTA platform, and the transition of dispatcher personnel to the VESTA platform.
- The third part, Post-Cutover, includes decommissioning, follow-up technical activities, and additional system Cutovers.

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The Motorola Solutions Team will monitor and coordinate various planning, testing, and training activities leading to, during, and after the Cutover. Go/No-Go decision points will be developed and reviewed to provide management with decision-making information as well as to prioritize resources.

The day prior to your PSAPs Cutover, pre-Cutover activities will be centered on verifying that all Cutover and fallback procedures are in place and checking that all systems are performing as expected. Motorola Solutions, LEC and other teams will perform pre-Cutover Verification Checks to verify all systems and PSAP call taker and dispatch console positions are performing as expected. Prior to the Cutover, all Acceptance Tests and training activities will be completed.

3. PRE-CUTOVER

Pre-Cutover activities will be centered on verifying that all Cutover and fallback procedures are in place and checking that all parties involved in the Cutover are fully aware and prepared for the Cutover activities.

Pre-Cutover preparation starts prior to your 9-1-1 VESTA Cutover and Call Taker/ Dispatcher migration. The key activities include Pre Cutover position and system verification checks to verify all systems at your PSAPs, to include the call taker and dispatch console positions, are performing as expected.

One day prior to the Cutover, your team will confirm with Motorola Solutions that the 9-1-1 VESTA Cutover will commence as scheduled. To move forward with the cutover the mutually agreed upon key entrance criteria for the cutover must be met, all severity (Blocking and Urgent) issues must be resolved and systems are locked down. Lock down will ensure the PSAPs operating environments are ready for Cutover and all non-emergency changes and non-operational support changes to the operating environment are halted. Once confirmed, a Go decision is made for Cutover.

3.1 Motorola Solutions Tasks

- Final approval of Cutover plan by your PM and Motorola Solutions
- Coordinate closely with your team on the plan to ensure there is no interruption in service during cutover
- Establish Cutover time and distribute the Cutover plan to all key individuals
- Ensure all equipment is labeled
- Contact Local Exchange Provider (LEC) and open ticket for 9-1-1 PRI assistance during Cutover
- Verify ALI from (LEC)
- Test all administrative lines using admin line test procedure
- Test all circuits on System
- Test 9-1-1 wireline call
- Test wireless calls
- Test all queues
- Test TDD communications on test trunk
- Test System IRR

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- Adjust audio for VESTA handsets on all positions
- Ensure Radio interfaces are ready for cut
- Execute System Verification Checklist - Accept system ready for cut
- Cutover Coaching Support
- Confirm CAD connectivity to VESTA system
- Confirm Logging Recorder connectivity to VESTA system
- Participate in Site Cutover System Testing
- Conduct the VESTA 9-1-1 Site Acceptance Test with your team
- Post Cutover Support Providers notified and ready

3.2 PSAP Tasks

- Every individual involved, in all disciplines, must be made fully aware of the cutover date and time when the switch over to the new systems will take place. This includes, but is not limited to:
  - Telco's
  - Third party venders
  - Other organizations/agencies that are participating in the cutover or are affected to some degree in the cutover
- Final approval of the Cutover Plan by PSAP authorized designee
- Identify PSAP contacts for the cutover
- Coordinate third party services and/or activities during the cutover that are not Motorola Solutions deliverables, but impact Motorola Solutions systems and/ or services
- Identify who will place 9-1-1 wireline and wireless test calls during Cutover for call processing verification
- Coordinate call taker presence in facility at the time of cut for both the legacy and new system
- Confirm no special activities are planned which could prevent/delay Cutover
- Participate in the VESTA 9-1-1 Site Acceptance Test with Motorola Solutions

4. CUTOVER

Cutover is the process of bringing the new systems into service. The cutover will consist of systematically transitioning 9-1-1 and Admin traffic from the legacy system to VESTA 9-1-1 system while assessing performance and conducting cutover testing. The transition sequence and steps are detailed in Appendix A.

Motorola Solutions proposes the following sequence for cutting over your sites:

Cutover Sequence
Site
Escambia County Sheriff's Office (ESO)

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Escambia County Emergency Communications Center (ECC)
Pensacola Police Department (PPD)

5. POST CUTOVER

System verification checks will be performed immediately after each transition (9-1-1, Admin, Hotlines), which are included in this plan (Appendix A.) If no major issues have developed, the Cutover is a success. Regular support coverage of the system continues.

6. FALL BACK PROCEDURE

In the unlikely event that calls are not routing properly and issues cannot be resolved within this time frame, Motorola Solutions will be prepared to move traffic back. This will be based on Motorola Solutions consultation with your team. During the Cutover process your authorized designated personnel will have the ultimate authority to Hold, Suspend, or Cancel the Cutover. Your authorized personnel will confirm any status change decisions and notify the team for immediate action.

- **Hold** – An error occurs which can be repaired within the hour. All affected shift personnel are notified of the Hold.
- **Suspend** – Estimated time to repair exceeds one hour but is less than six hours (or a mutually agreed upon time). Based on Motorola Solutions consultation with your team a new cutover time is set, with the agreement of the other impacted system vendors (Motorola, CAD/Radio/Logging Recorder.) Once the decision is made, Motorola Solutions will confirm status change decisions and notify the team for immediate action.
- **Cancel** – If the time to repair exceeds six hours or significantly affects all previous testing, the Cutover should be cancelled.

In each case of HOLD, SUSPEND, or CANCEL, the Project Cutover Team will assemble at a designated Cutover Control Point to discuss the issues surrounding the error, as this will give the best opportunity for input regarding the seriousness of the event and any other vendor affected by the action.

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7. ATTACHMENTS

7.1 Attachment A: Test and Cutover Workbook



Test and Cutover Workbook.xlsx

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SECTION 5

SCOPE OF WORK

5.1 COMPANY REQUIREMENTS

1. Provide an overview of the company's history and background in the 9-1-1 arena.

We began providing equipment and services to local governments in 1968 and have over 45 years of experience providing E9-1-1 Call Handling solutions. In March of 2007 Vesta Solutions Inc., acquired TCI (Tel Control, Inc.), a leading provider of networked and hosted E9-1-1 solutions. TCI was awarded a patent in June of 2004, which outlines a method for delivering Next Generation Voice-over-IP (VoIP) 9-1-1 calls in combination with ANI/ALI directly to the PSAP using Next Generation IP networks. This acquisition added another important element to Vesta Solutions Inc. portfolio of communications products, further solidifying its position as the country's leading vendor of emergency response management solutions. We work closely with public safety customers for improving our products from both a reliability and feature functionality perspective. This is not possible by testing in labs strictly: it is vital to listen to customers working in real 9-1-1 environments. This allows our engineers to produce the most efficient and fastest responding User Interface in the industry. In addition to these customer insights, we have increased the reliability of the VESTA 9-1-1 solution, yielding less down time and higher Calltaker availability. Our customer driven technology plays an important role in improving 9-1-1 emergency response.

2. State the number and location of 9-1-1 positions the vendor currently maintains in the United States on the Vesta platform.

More than 100,000 Calltakers interact with our 9-1-1 equipment every day to protect over 200 million people in the U.S. 24/7. VESTA solutions are in use in more than two-thirds of the most populous U.S. cities and by hundreds of Federal agencies and Department of Defense installations. This gives our team tremendous and unmatched industry experience in deploying and servicing large, complex systems. Over 60% of all 9-1-1 calls in the U.S. are received by our VESTA Call Handling solutions.

3. Detail the company's participation in industry organizations and the roles the company plays in these organizations.

The company participates as a 9-1-1 leader and innovator at industry organizations such as NENA and APCO.

4. Provide the company name, contact person, telephone number and cutover date for at least five installed and maintained E9-1-1 systems of the same type proposed.

Okaloosa County Sheriff's Office
Contact: Christine Cooper

850-689-5606
Cutover: 10/2016

Martin County Sheriff's Office
Contact: Sgt. Paul Reeder
772-220-7123
Cutover: 06/2016

Shelby County, TN
Memphis PD/FD
Contact: Raymond Chiozza
901-380-3900
Cutover: 10/2017

Howard County MD
Contact: Chris McNamara
410-313-2316
Cutover: 10/2018

Hillsborough County FL
Contact: Jo Raduski
813-744-5911
Cutover: 9/2017

5. Provide an overview of the vendors complete 9-1-1 call product offering and the percentage of the company's revenue specifically from selling, servicing and supporting of 9-1-1 call taking systems.

We serve three prominent market segments including Mission Critical Call Center applications Notification solutions, Land Mobile Radio. VESTA generates 70% of its revenue from selling, servicing, and supporting public safety and mission critical applications. We offer a complete 9-1-1 suite of products such as the VESTA 9-1-1 Call Handling solution, VESTA Analytics MIS Reporting, VESTA Locate and VESTA Map GIS applications, VESTA Communicator, VESTA Alert, and VESTA Radio for P25 trunked radio solutions. Public Safety applications and systems are the primary business of Motorola Solutions.

6. Provide the number and average years of experience of company employees dedicated to E9-1-1 systems.

Motorola Solutions employs over 2000 employees at several offices throughout the United States, all of which are 9-1-1 specialists. Many of the employees come from Public Safety facilities, and bring a wealth of knowledge and 9-1-1 experience to the company. Motorola Solutions team fosters a "customer comes first" attitude that reflects in the industry's highest customer retention and repeat customer rates. By listening to employees with real world PSAP experience creates a

customer driven technology and team. Motorola Solutions also has one of the industry's longest employee retention rates, averaging fourteen (14) years.

7. Provide an overview of the financial health and available resources the company has available to meet requirements of this proposal.

2018 annual sales: $7.3 billion

- 2017 research and development spend: $637 million
- Customers: Over 100,000 in over 100 countries
- Employees: 16,000 in 60 countries
- Thousands of patents focused on mission-critical and wireless technologies

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities.

You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education and public services.

Our communication solutions span infrastructure, devices, services, and software to help our public safety and commercial customers be more effective and efficient.

5.2 GENERAL REQUIREMENTS

1. All equipment must meet or exceed current/applicable NENA i3 standards and be fully capable of migrating to a NG9-1-1 call taking solution.

VESTA 9-1-1 is compliant with applicable NENA standards and NCRIC as they apply to our product offering. Motorola Solutions intends to remain COMPLIANT with future NENA NG9-1-1 i3 standards as they are ratified and commercial providers provide services, as they apply to our product offering.

2. All customer premise equipment, including, but not limited to work stations, software, clock, headset, recording equipment, uninterruptable power supply, records management system and related connections, must be able to operate in a NextGen 9-1-1 environment, capable of full interoperability and data sharing on a regional or statewide ESInet. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

The proposed VESTA 9-1-1 solution is aligned with current applicable NENA i3 standards as they relate to our solution and Motorola Solutions is committed to meet these requirements in a timely manner and in sync with the available services to PSAPs. The VESTA 9-1-1 call handling solution is engineered as a Next Generation 9-1-1, ESInet ready call handling solution. The VESTA 9-1-1 solution has been designed for graceful migration of PSAPs from E9-1-1 to i3 deployment and connection to the ESInet with the ESInet Interface Module (EIM). This transition will minimize hardware and software upgrades or replacement.

The system as delivered is fully capable of ESInet connection and utilization for EIM / I3 and SMS text service. As additional NENA components are ratified, VESTA 9-1-1 will continue to support in the future.

3. System shall have the ability to handle calls originating from all sources including multimedia information such as text, data, photos, and video in compliance with NextGen 9-1-1 standards. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

The VESTA 9-1-1 call processing solution which is a mission-critical call management and response solution that establishes the new benchmark for NG9-1-1 call processing. It combines Session Initiation Protocol (SIP) call handling with advanced call control technologies to support the emergency and administrative call taking needs of PSAPs with up to 250 positions. At the heart of the VESTA 9-1-1 solution is a fresh, highly configurable desktop user interface (UI), also a primary building block within Motorola's integrated, geospatial multimedia platform. Engineered to give your 9-1-1 Calltakers a better, richer, and increasingly intuitive user experience, the new UI accommodates multiple layouts and workflows, and includes an advanced dial directory, providing best-in-class contact management and dialing control. The VESTA 9-1-1 call processing solution supports all of the standard telephony interfaces to simplify integration into existing telephony networks.

Motorola Solutions seeks to deploy i3 standards based multimedia solution to deliver video and photo messages as a permanent not an interim solution. As multimedia (pictures and video) is not commercially available from service providers in an i3 deployment model at the time of this RFP response. This functionality will be available only after i3 standards are released and commercial providers deliver to those standards.

4. Redundant data links to the ALI database provider.

The VESTA 9-1-1 system supports dedicated, redundant data links to the ALI database provider, supporting NENA recommendations. Motorola Solutions assumes that the database provider includes modems and any hardware required to interconnect with the VESTA 9-1-1 system.

5. Geo-diverse Core Routers and associated hardware with full interconnection between the sites.

The proposed Geo-Diverse VESTA 9-1-1 solution servers are distributed across the Escambia County Emergency Communications Center and Escambia County Sheriff's Office locations to minimize the impact on 9-1-1 calls or other system applications should a geographic event (flood, power outage, fire, etc.) cause a failure or loss of functionality of the server infrastructure. Since all components within the VESTA 9-1-1 call processing system are fully redundant, and designed to be fault tolerant, deploying them in a geo-diverse fashion helps ensure availability of call-processing power to the greatest extent possible.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutions assumes that the County and the network provider includes routers and any other hardware required to interconnect the VESTA 9-1-1 host servers. For example, Motorola Solutions expects two redundant Layer 2 circuits between Host A and Host B servers.

6. ACD functionality shall be available and configured to customer needs.

The VESTA 9-1-1 solution fully supports priority Automatic Call Distribution (ACD) for both 9-1-1 and Administrative calls. The system facilitates the following ACD or call routing schemes:

- Longest Idle: The call is directed to the Calltaker who has been idle the longest
- Top Down: (Also called Priority) Calls are directed to Calltakers according to a list. The first Calltaker in the list has priority. If the first Calltaker is busy or unavailable, the call goes to the second Calltaker in the list, and so on
- Round Robin: (Also called Circular) Calls are directed to each Calltaker in turn. If one Calltaker is busy on a call, or unavailable to answer a call, the ACD queue offers the call to the following Calltaker
- Ring-all: The call is presented to all Calltakers at the same time. The first to press their answer button gets the call

Multiple ring tones are supported to differentiate call groups such as differentiation between 9-1-1 and administrative calls.

7. Solution must provide full interoperability among all PSAPs so that calls can fail over to another PSAP with voice, ANI and ALI data included.

The proposed VESTA 9-1-1 solution provides full interoperability between the ECC, ESO, and PPD locations. The call queues for each location can be designed to failover to a queue belonging to another location or within one of the communication centers. The Motorola Solutions' engineers will work closely with Escambia County's system administrators to configure the system to meet the desired operational needs. Note that the VESTA 9-1-1 system passes the ANI, ALI, and voice to calls that are overflowed to another queue/location.

8. An ADA compliant TDD/TTY solution must be provided with the ability to move to a fully integrated Text to 9-1-1 solution, integrating the text interface into the call taker's screen. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

Motorola Solutions proposal includes a TDD/TTY functionality as required by NENA. The VESTA 9-1-1 solution is equipped with an integrated TTY window. Each console position workstation includes Telecommunications Devices for the Deaf (TDD) detector ports. The system also provides this functionality without the requirement for additional external equipment at the workstation (i.e. special keyboards).

Also, the proposed VESTA 9-1-1 solution includes VESTA SMS (Integrated Text-to-9-1-1) feature functionality. The Text-to-9-1-1 functionality supports a direct IP connection to the TCC(s) or via an

i3 compliant ESInet utilizing SIP/MSRP and fully integrated into the application workflow. The Motorola Solutions proposal doesn't include TCC connectivity and monthly services charges.

9. Customer desires integration of RapidSoS. (Explain whether this capability is inherent to the delivered system or would require upgrades.)

VESTA 9-1-1 has the ability to display supplemental information from the RapidSOS NG9-1-1 Clearinghouse.

Through the Enhanced Data Window, Calltakers have access to new content to assist 9-1-1 callers. The window displays additional location information from the RapidSOS NG9-1-1 Clearinghouse, specifically additional location data based on the Advanced Mobile Location (AML) from mobile devices. The window allows to display content from selected content providers that integrate with VESTA 9-1-1.

There is no charge to the PSAP by RapidSOS to sign up and get access credentials to receive additional data provided in NG9-1-1 Clearinghouse. However, an advance data access subscription is needed in order to receive the additional location, pictures, and caller information in the Enhanced Data Window.

Additionally, VESTA 9-1-1 integrates the RapidSOS NG911 Clearinghouse data available from the VESTA Map Local solution. The NG911 Clearinghouse is automatically queried for location throughout the call (no need to rebid). This will plot on the VESTA Map Local solution as supplemental data in addition to the ALI (Phase 1 or Phase 2 location).

10. Vendor shall provide a comprehensive MIS solution. Solution must provide dynamic 9-1-1 reporting. ECats is preferred. MIS service and maintenance is to be included in the proposed upgrade for year 1 and additionally in the maintenance quote for years 2 -5.

The VESTA Analytics MIS system is Motorola Solutions' next generation MIS solution and will provide Escambia County with the advanced functionalities they are seeking. Our VESTA Analytics solution is a sophisticated emergency call center application for PSAP management, and is optimized for regional administrators and PSAP supervisors. The application supports all of the foregoing requirements.

The VESTA Analytics MIS solution provides a number of new capabilities not previously existing in 9-1-1 reporting solutions that play an important role in improving efficiencies in staffing, operations, and information management. The VESTA Analytics solution is built upon state-of-the-art technology, providing a foundation for future enhancements, and providing Next Generation capabilities.

The VESTA Analytics solution plays an important role in four key areas of each 9-1-1 call centers' operation:

- Enhanced Operational Management — improves the ability to gather, organize, data-mine, and report near real-time information. The VESTA Analytics solution incorporates an advanced data warehouse for improved performance for creating custom reports and searching for data
- Personnel Management— includes new 9-1-1 specific key performance indicators (KPIs) that help assess the performance within the call center for more informed decision-making regarding staffing
- Automated Evidence Organization — automatically associates related calls into the context of individual incidents. This approach simplifies the tasks involved with reconstructing, organizing, searching, and archiving historical incident information
- Crisis Management – assists the administrator in identifying trends and triggers to stay ahead of events as they unfold

The VESTA Analytics solution provides the following functionality and benefits:

- Displays a near real-time event list with automatic event association, plus a view of related detail information
- Offers advanced search and filtering capabilities for incident reconstruction and evidence organization
- Offers site statistics and key metrics
- Provides standard templates and advanced customization features for cross-tabular and ad hoc reporting
- Provides scheduled reports that can be distributed automatically
- Integrates with multiple types of call center systems
- Offers end-to-end call flow so you can see the number of times a call is transferred to various PSAPs within the system

Core architecture of VESTA Analytics includes the following:

- Microsoft® SQL® Writer and the VESTA Analytics solution data adaptors and processors to capture event data from various sources and normalize it for storage in the database
- Data Warehouse (hosted by Microsoft® SQL® Server) retains the event data using the PEI-DB database and SQL® Service Analysis Services (SSAS) cubes
- Front-end services (hosted by Microsoft® Internet Information Services [IIS]) access and transform the event data in the VESTA Analytics Data Warehouse to provide a browser-based user interface for monitoring and reporting

The reporting capabilities of the VESTA Analytics solution are highly robust, supplying a number of standard documents that provide facts on call counts, transfer averages, trunk and line utilization, etc., and can accommodate customization when needs are more specific. All reports can be scheduled and automatically distributed, or you may choose to create an ad hoc report. The VESTA Analytics MIS solution can automatically associate related events, which simplifies incident reconstruction, organization, searching and archiving.

When you first open the VESTA Analytics application, it displays the Home page with four to eight

tabs for accessing reporting functionality.

11. Customer desire on-line portal for reporting, modifying, and closing trouble tickets. (Explain whether this capability is inherent to the delivered system).

The existing Motorola Solutions Network and Security Operations Center (NSOC) customer web portal gives the end user customer the ability to open, review and close cases. Additionally, customers have the ability to approve requested changes.
Remote monitoring, a component of the Motorola Solutions NSOC product suite of services, is provided 7 days a week, 24 hours a day delivering near real-time, consolidated event management and historical performance metrics, which assists with quickly understanding issues within a complex network. General product and system alerts, as well as specific system performance thresholds established during service plan implementation, are continually monitored via a secure VPN connection. Any time an actionable alert event is detected or the system performance/environment exceeds a threshold limit, the remote monitoring team is automatically notified by the system. The NSOC Support Personnel review all alert notifications. An actionable alert event is one which the NSOC Support Personnel deems service affecting to the PSAP.

When it is determined a response is required for an actionable alert or trend analysis detects a potential issue, the NSOC Support Engineer will diagnose and resolve the problem wherever possible. The support engineer will utilize performance monitoring and other diagnostic tools to enable the interrogation of the respective site's network, including routers, hubs, switches, workstations, servers, and other monitored devices. In many cases, this trouble resolution process will be conducted in concert with the authorized on-site support engineer. Where the problem cannot be resolved by the on-site support engineer, the case is escalated immediately to a product Subject Matter Expert (SME) for further analysis and trouble resolution.

In all cases, the trouble ticket is kept current and available for viewing via the Customer Web Portal. For critical and major events, which degrade or impact the ability to receive 9-1-1 calls, the Motorola Solutions team will call and notify designated personal at the PSAP. In addition, the Motorola Solutions Emergency Response Team will be engaged to address the critical or major event and provide updates, via phone, and/or email, to key stakeholders.

12. All software must be installed in the latest version with available updates installed at no additional charge.

The proposed VESTA 9-1-1 solution is deployed with the latest and general available software. All software upgrades are provided at no charge if customer is under a current maintenance contract.

13. Automated Abandoned Callback

The proposed VESTA 9-1-1 solution includes the Automated Abandoned Callback (AAC).
The Automated Abandoned Callback feature in VESTA automatically dials back an abandoned call to ascertain whether that call is a valid emergency or had been unintentionally placed—for example, a call that had been placed from a cell phone that was carried in a pocket (known as a

pocket dial) or a call that was placed by a child who had been playing with a phone. This saves time by decreasing call handling times and helps increase Calltaker efficiency and productivity.

The AAC feature will call back the emergency caller and present a list of voice prompts as well as a set of instructions to press a specific key for response. The caller can accept the call back or reject the emergency call back. If the call is accepted, the caller is placed into the emergency queue. If the caller rejects the call, the call is terminated and the abandoned call is removed from the VESTA 911 Abandoned Calls list.

In normal operation without the AAC feature, as soon as the ANI is received, the VESTA 9-1-1 performs an ALI lookup. The Calltakers' console can be configured to present abandoned calls to the In Calls Appearance in addition to ACD calls. Abandoned calls can have priority over ACD calls, appear on the console alternatively with ACD calls, or appear only when there are no ACD calls waiting. In addition, as an alternate, abandoned calls can be placed on a separate list (see Abandoned Call Window) for all Calltakers to see in the call center. As abandoned calls are handled, they are removed from the list indicating to other Calltakers that the call has been addressed.

14. VESTA Local mapping

The proposed VESTA Map Local solution provides PSAPs an intuitive and easy-to-use map display to help determine the precise location of 9-1-1 calls made from a variety of call devices. It enables the direct display of caller location overlay on indoor maps allowing for a more detailed location to be relayed to first responders.

This real-time decision making tool integrates emerging technologies, like Esri® ArcGIS Runtime Software Development Kit (SDK), bringing full capability of the ArcGIS platform to the VESTA Map Local solution. It checks the RapidSOS NG9-1-1 Clearinghouse for the caller's device-based hybrid location, a more accurate location, which it will add, if available. This means telecommunicators now have the potential to also have more accurate locations for indoor wireless calls.

The VESTA Map Local solution is part of our GIS commitment to offer an end-to-end i3 system that provides GIS display and data management tools for Next Generation Core Services (NGCS) elements.

The solution integrates with our VESTA 9-1-1 Release 7.0 or higher. Its streamlined processes and ease of use enable the Calltakers faster response in safeguarding their communities and saving lives making VESTA Map Local a smart investment for current and future Public Safety communications.

15. 4 CommandPost modules for portable answering of 9-1-1 calls during emergency relocation or disaster recovery operations.

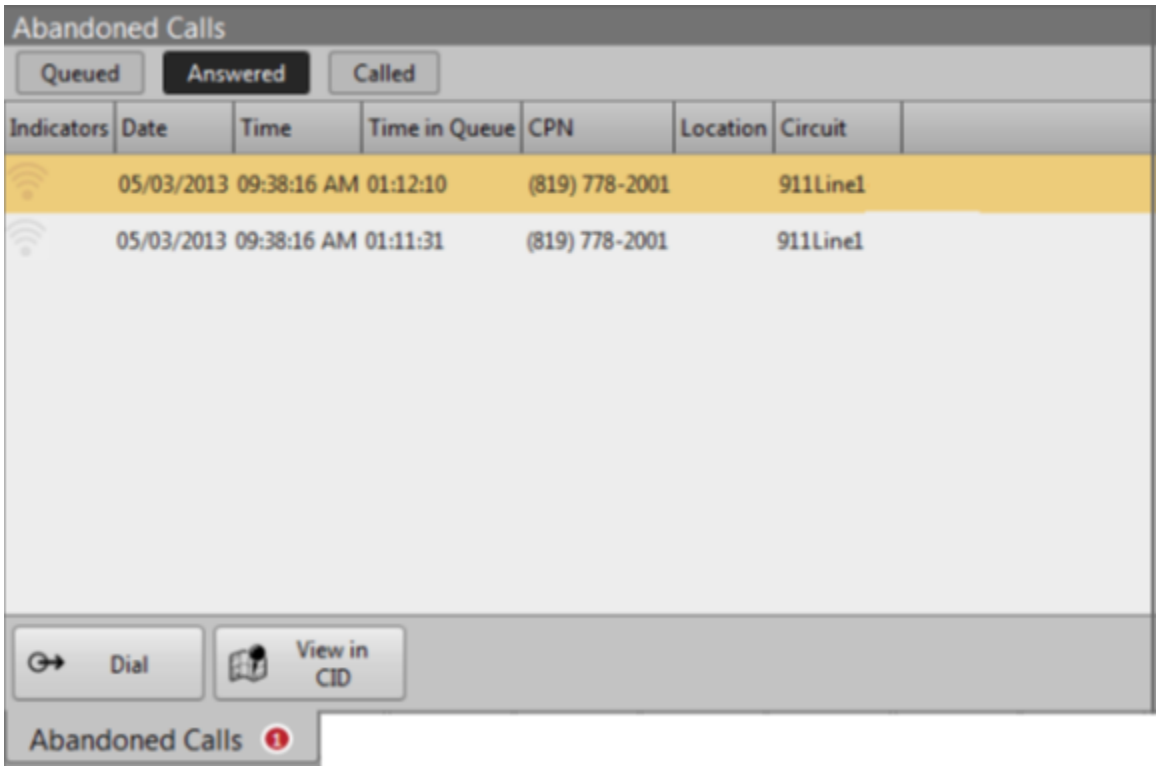
Four (4) CommandPost mobile positions with a docking station and full independent position hardware (SAM/Monitor/ keyboard and Genovation) are included with the proposal.

The CommandPOST product is a portable, on-location emergency call center solution. It provides fast, cost-effective portable or back-up 9-1-1 call-handling at temporary locations outside the PSAP, such as at the scene of a disaster. CommandPOST offers the exact same VESTA 9-1-1 desktop and operation as the PSAP call taking position. Packed in a watertight case with foam padding and able to be set up in minutes; CommandPOST includes laptop computer, cables and connectors, enabling call centers to operate remotely and quickly under the harshest of circumstances. The CommandPOST can also offer additional PSAP call taking positions at the main PSAP when used with its docking station. This gives PSAPs the flexibility to add call taking positions locally quickly and efficiently, and Calltakers use the same software they are familiar with. CommandPOST product also includes a complete set of enhanced security features, including use of a firewall, Virtual Private Network (VPN), and anti-virus software. The CommandPOST laptop weighs less than ten pounds, and each unit carries complete instructions to make setup as easy and quick as possible.

16. Ability to detect and provide information on abandoned/silent calls with location and call back information.

The proposed VESTA 9-1-1 solution displays all abandoned calls with a unique visual icon and color code on the Calltakers personal call appearance (PCA) for fast identification.
Additionally, all abandoned calls are displayed on a dedicated Abandoned Calls window. The ACD queue manager keeps only the oldest call for both ANI, and pANI for wireless callers. So the list will only contain unique numbers. The Abandoned Calls Window simplifies follow-up on abandoned calls by allowing the Calltaker to filter abandoned calls by queued, answered and calls and includes information such as date/time, CPN, and ESN.
The Abandoned Calls Window is illustrated below.

Use or disclosure of this proposal is subject to the restrictions on the cover page.



VESTA 9-1-1 also offers a separate Abandoned Call Queue. Abandoned calls are moved to this area of the screen, retaining ANI/ALI, thus allowing the agent to focus on incoming calls. The agent can return to the Abandon Call Queue for follow up as workflow permits.

17. Diverse circuit connectivity with no single point of failure.

The VESTA 9-1-1 solution is designed with redundant side A and side B server systems incorporating no shared components that process voice and data packets. The redundancy is designed at both hardware and software element levels. VESTA 9-1-1 is a fully redundant – non-shared component design. Full call taking capacity is maintained on each side of the system during scheduled or unscheduled outages.

The VESTA 9-1-1 applications reside on two redundant physical servers, in which the call center remains fully operable after the failure of one of the servers. The system also has dual switches and gateways for additional failover capacity. The system provides diverse circuit implementation at each Host location in order to increase the system's operational resiliency. For example, multiple CAMA trunks or Administrative phone circuits can be distributed between multiple telephony gateways at one location in order to minimize catastrophic failures. In addition to this, those phone circuits can also be distributed within the other Host location and the respective telephony gateways.

18. Connectivity to current 9-1-1 recording system. (VPI)

VESTA 9-1-1 is capable of interfacing to various digital logging solutions including VPI Loggers. There are three methods to interface VESTA 9-1-1 with digital logging solutions: 1) Analog output

at the station via the Sound Arbitration Module (SAM), 2) Trunk/Line side at the demarcation point on the MDF, or 3) IP via SPAN port at the Cisco switches.

19. Ability to integrate with Computer Aided Dispatch via industry standards.

The proposed VESTA 9-1-1 solution includes multiple NENA compliant RS-232 serial CAD outputs which can be interfaced with third party NENA compliant CAD and/or mapping applications.

20. NetClock hardware and connectivity for both cores.

The proposed VESTA 9-1-1 system servers and Calltaker workstations use the Ethernet interface to receive time synchronization from a master clock such as a Spectracom NetClock Model 9483. This requires an available NTP port on the Spectracom NetClock.

21. Redundancy within the system. All vital system modules and network connectivity shall be protected to ensure there is no single point of failure. Further, under no circumstances shall a failure in any vital system module disable more than 50% of the calltaking positions within a PSAP.

The VESTA 9-1-1 system is designed as a redundant system with no shared components between each side of the system. This permits full call taking operation from ingress to Calltaker position during both scheduled and unscheduled outages. The system can switchover from side A to side B as requirement without loss of call traffic or to “re-initialize” the system.

The VESTA 9-1-1 system contains redundant components to prevent single points of failure. The application servers, which are in an active/hot standby configuration, will automatically fail over should a module on the active server fail. Networking to workstations is handled with redundant network switches and the workstations are distributed between the switches to prevent more than 50% workstation failure. Additionally, the system design distributes the trunks over multiple gateways that are designed for the public safety environment.

22. The system shall be engineered such that if a component or software service fails it may be replaced or corrected without loss of call taking operations. Such unscheduled outages will not interrupt call taking operations.

VESTA 9-1-1 allows replacement of faulty components without impacting the call taking operations. The VESTA 9-1-1 architecture features no single point of failure, additionally VESTA 9-1-1 allows independent operation of the primary and redundant sides of this system. This allows an agency to continue full capacity call processing during unscheduled failures and outages.

23. All components shall be connected to UPS.

The proposed VESTA 9-1-1 solution can be powered via a UPS. Motorola Solutions assumes that the County has already in place UPS for the backroom and workstations.

24. Vendor will be responsible for testing and all coordination with local telco to ensure implementation goes smoothly.

Motorola Solutions will work with Escambia County and the telco during planning, implementation and cut over to ensure all phases of the project are well coordinated and proceed smoothly. If Escambia provide Motorola Solutions a Letter of Authorization ("LOA") to work with the Telco directly then Motorola Solutions will work with the Telco on Escambia's behalf.

25. The Vendor must thoroughly test the entire system prior to cutover and must ring-talk test each trunk & line at least twice prior to cutover. During the testing, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the customer showing errors found and corrective action taken.

Our plan includes performing various required tests using your actual infrastructure, including trunk and lines, which is beneficial for the following reasons:

- Testing will be performed on the production solution – actual hardware
- Testing will be performed in the actual environment
- Testing will allow you to easily observe the process

Testing is one of the major aspects of your VESTA 9-1-1 project and its success will require combined concentrated effort by you, your vendors, and Motorola Solutions. A Draft System Acceptance Test Plan has been included as an attachment.

Upon contract award, Motorola Solutions PM will work closely with you to review the System Acceptance Test Plan and make mutual agreed upon changes to the Test Plan. At the completion of the implementation your designated participants and Motorola Solutions will execute the test plan that displays the system is functioning as designed and configured and document test results.

26. The Vendor shall have personnel on-site for the system cutover and for at least the first 24 hours following cut-over for transitional support.

The Motorola Solutions PM will coordinate assignment of appropriate Motorola Solutions technical staff to support the transition to the new VESTA 9-1-1 system, both remotely and on-site. Resource assignments will be planned and tracked via the Project Schedule.

- Pre-cut and Post-cut site testing will be performed in accordance with Motorola Solutions System Acceptance Test Plan that will be provided based on the type of system(s) purchased
- The Motorola Solutions PM will track Vesta Solutions Issues and/ or exceptions noted during the site cutover and report updates to your team for updates to the Issues Control Log
- The Cutover Phase will end when the project team agrees that all cutover objectives have been met. At the conclusion of the Cutover Phase, a meeting will be held with the project

team members to discuss the cutover, any remaining Vesta Solutions issues, and to review the Post-Cutover Support Plan
- Motorola Solutions will provide Field Engineering support to the sites at least 24 hours after cut-over

27. The upgrade shall meet or exceed all current capabilities of the 9-1-1 system design and configuration.

The proposed solution meets and/or exceeds all current capabilities of the 9-1-1 system design and configuration.

28. It is understood that an upgrade may make expedient use of some components already owned by the customer. Any components proposed to be reused must be clearly identified in the proposal.

It is our recommendation that all components are new and will be the current version is production. At this time, we are not proposing to reuse the existing components.

29. Vendor shall remove and dispose of old equipment after receiving signature approval of Communications Chief or designee for each component(s)removed from PSAPs.

Motorola Solutions will work with the PSAP's personnel to remove the old decommissioned Call Processing Equipment as identified during the project planning. Upon receiving signature approval of the PSAP Communications Chief or designee, which is expected within 30 days of the PSAP cutover, Motorola Solutions will remove the old decommissioned Call Processing Equipment that was replaced with Motorola Solutions Equipment. Motorola Solutions will not remove any infrastructure cabling.

30. Vendor is responsible for removing any unused cabling and labeling new cabling.

Motorola Solutions will ensure all VESTA installed cabling and connections are secure, tidy, and labeled. Motorola Solutions will remove any debris, cabling remnants and packing materials leaving the work keep areas clean of any Vesta Solutions trash and will remove from site any unused cabling. Motorola Solutions will not remove any infrastructure cabling.

31. All unused USB access points shall be internally or externally disabled to prevent unauthorized access. Propose how this will be accomplished.

The proposed VESTA 9-1-1 solution is deployed with all USB ports disabled at the workstation in order to prevent the introduction of software viruses in the system. Motorola Solutions' engineers will work closely with the County's system administrators to provide the best configuration to meet the County's operational needs.

5.3 VENDOR RESPONSIBILITIES

Routine system monitoring, network connectivity issues, and ongoing cyber threats eat up valuable time and resources. At Motorola Solutions, we understand the complexities and challenges associated with maintaining communications integrity. It's why we proudly offer our Network Security Operations Center (NSOC), a best-in-class solution for 24/7 monitoring and 9-1-1 systems management. Designed exclusively for Public Safety communications, the NSOC includes state-of-the-art technology, processes, and tools all provided by our highly trained, dedicated team. With connectivity to the NSOC, our advanced systems facilitate true Emergency Services-grade monitoring and management. This includes:

- Real-time monitoring of systems, devices and applications
- Advanced network monitoring (real-time and historical)
- Fault remediation, notification and escalation
- Advanced metadata-driven rules for incident correlation to simplify alarms and accelerate mediation
- Enterprise network management capabilities, including asset discovery and inventory, software distribution, automated patching, operating system deployment, power management and remote desktop control



Choose one or multiple services to help ensure communications integrity and ultimately, the safety of your community.

ADVANCED NETWORK MONITORING

- Provides secure, continuous monitoring of networking layer 2 and 3 infrastructure for network stability and continuity of operations
- Supplies active monitoring and alerting at the system, device and application levels, as well as passive collection of historical events
- Delivers on-demand & historical reporting, including monthly network performance reports (Jitter, Latency, Availability, and Packet Delivery Performance Statistics, SLA Compliance Metrics) and management reports on user activity, administrative changes and security alerts

HARDWARE & APPLICATION MONITORING

- Proactively monitors key systems to detect faults and mitigate risks to ensure highest possible system performance and availability
- Monitors each server, workstation and networking device for hardware alarms, software alarms and performance thresholds
- Minimizes risk and the possibility of service interruptions, predicting issues before they occur
- Alarms the NSOC for remediation, notification and escalation, with most alarms resolved remotely

VIRUS PROTECTION

- Delivers virus protection as a service, ensuring updates are tested and applied in a timely, efficient manner
- Provides a best-in-class antivirus solution, certified for the VESTA® platform and continuously updated to automatically detect and remove the latest viruses

PATCH MANAGEMENT

- Deploys Microsoft® updates and patches after validating they are compatible with the VESTA solution
- Helps ensure system integrity and security, especially when bundled with Virus Protection for comprehensive, hands-free care

DISASTER RECOVERY

- Creates automatic system backups and snapshots of critical systems to a separate backup system
- Enables operational continuity with minimal downtime, even in the event of a major failure, by quickly restoring workstations and servers, through partnership with a leading disaster recovery software provider
- Allows PSAPs to be proactive and minimize their risk as well as to that of their public's safety

5.4 PROJECT PLAN

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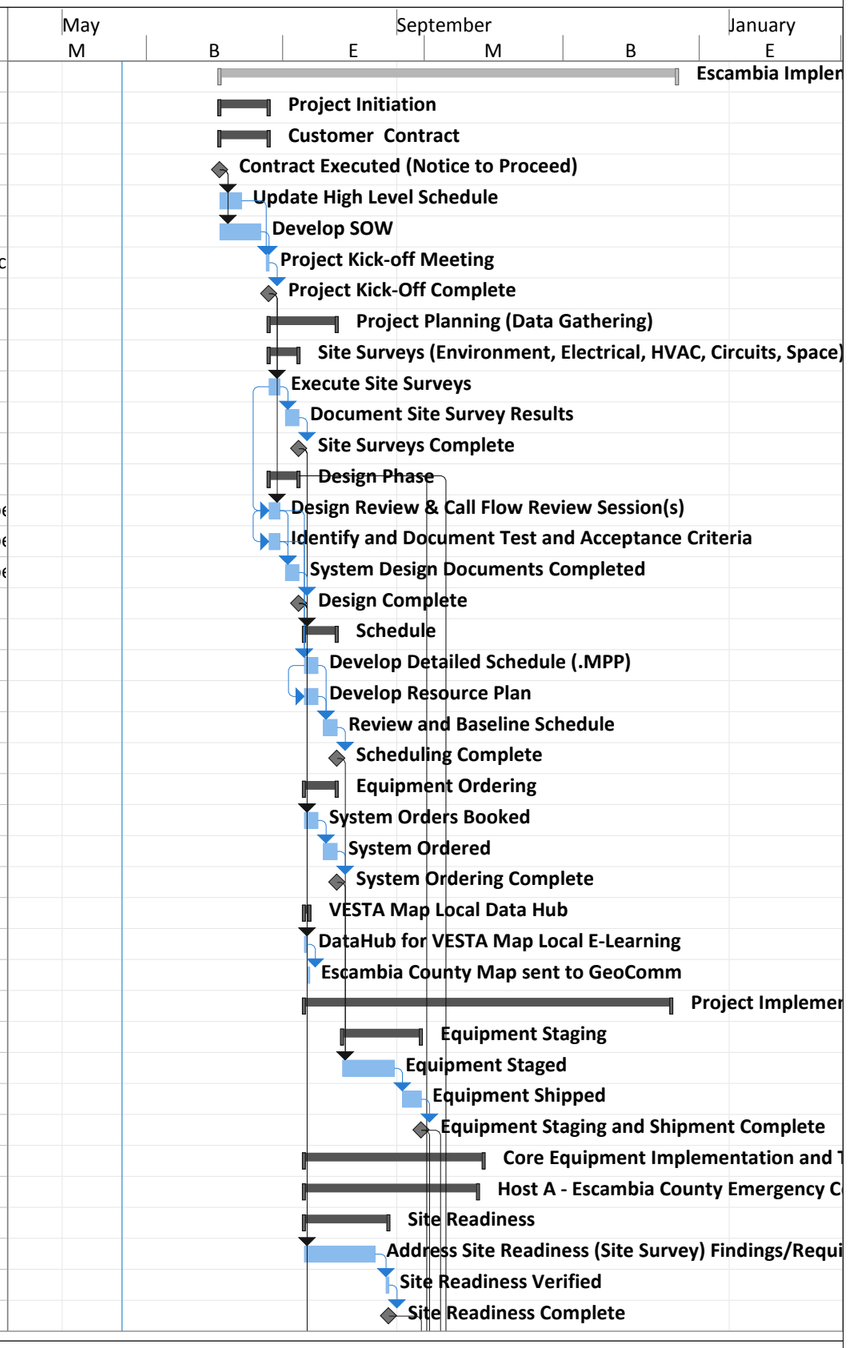
ID	Task Mode	% Complet	Name	Duration	Start	Finish	Predecessors	Resource Names
0		**0%**	**Escambia Implementation (DRAFT)**	**115 days**	**Fri 6/28/19**	**Thu 12/12/19**		
1		**0%**	**Project Initiation**	**11 days**	**Fri 6/28/19**	**Mon 7/15/19**		
2		**0%**	**Customer Contract**	**11 days**	**Fri 6/28/19**	**Mon 7/15/19**		
3		*0%*	*Contract Executed (Notice to Proceed)*	*0 days*	*Fri 6/28/19*	*Fri 6/28/19*		*Escambia*
4		0%	Update High Level Schedule	5 days	Fri 6/28/19	Fri 7/5/19	3	MSI
5		0%	Develop SOW	10 days	Fri 6/28/19	Fri 7/12/19	3	MSI
6		0%	Project Kick-off Meeting	1 day	Mon 7/15/19	Mon 7/15/19	5,4	MSI NE,MSI PM,MSI SE,Esc
7		*0%*	*Project Kick-Off Complete*	*0 days*	*Mon 7/15/19*	*Mon 7/15/19*	*6*	
8		**0%**	**Project Planning (Data Gathering)**	**19 days**	**Tue 7/16/19**	**Fri 8/9/19**		
9		**0%**	**Site Surveys (Environment, Electrical, HVAC, Circuits, Space)**	**9 days**	**Tue 7/16/19**	**Fri 7/26/19**		
10		0%	Execute Site Surveys	4 days	Tue 7/16/19	Fri 7/19/19	7	MSI SE
11		0%	Document Site Survey Results	5 days	Mon 7/22/19	Fri 7/26/19	10	MSI SE
12		*0%*	*Site Surveys Complete*	*0 days*	*Fri 7/26/19*	*Fri 7/26/19*	*11*	
13		**0%**	**Design Phase**	**9 days**	**Tue 7/16/19**	**Fri 7/26/19**		
14		0%	Design Review & Call Flow Review Session(s)	4 days	Tue 7/16/19	Fri 7/19/19	7,10SS	MSI NE,MSI PM,MSI SE,Boe
15		0%	Identify and Document Test and Acceptance Criteria	4 days	Tue 7/16/19	Fri 7/19/19	14SS	MSI NE,MSI PM,MSI SE,Boe
16		0%	System Design Documents Completed	5 days	Mon 7/22/19	Fri 7/26/19	14,15	MSI NE,MSI PM,MSI SE,Boe
17		*0%*	*Design Complete*	*0 days*	*Fri 7/26/19*	*Fri 7/26/19*	*16*	
18		**0%**	**Schedule**	**10 days**	**Mon 7/29/19**	**Fri 8/9/19**	**17**	
19		0%	Develop Detailed Schedule (.MPP)	5 days	Mon 7/29/19	Fri 8/2/19	14,15	MSI PM
20		0%	Develop Resource Plan	5 days	Mon 7/29/19	Fri 8/2/19	19SS	MSI PM,Boeing
21		0%	Review and Baseline Schedule	5 days	Mon 8/5/19	Fri 8/9/19	19,20	MSI PM,Boeing
22		*0%*	*Scheduling Complete*	*0 days*	*Fri 8/9/19*	*Fri 8/9/19*	*21*	
23		**0%**	**Equipment Ordering**	**10 days**	**Mon 7/29/19**	**Fri 8/9/19**		
24		0%	System Orders Booked	5 days	Mon 7/29/19	Fri 8/2/19	12,17	MSI
25		0%	System Ordered	5 days	Mon 8/5/19	Fri 8/9/19	24	MSI Staging
26		*0%*	*System Ordering Complete*	*0 days*	*Fri 8/9/19*	*Fri 8/9/19*	*25*	
27		**0%**	**VESTA Map Local Data Hub**	**2 days**	**Mon 7/29/19**	**Tue 7/30/19**		
28		0%	DataHub for VESTA Map Local E-Learning	1 day	Mon 7/29/19	Mon 7/29/19	17	Boeing
29		0%	Escambia County Map sent to GeoComm	1 day	Tue 7/30/19	Tue 7/30/19	28	
30		**0%**	**Project Implementation**	**93 days**	**Mon 7/29/19**	**Tue 12/10/19**		
31		**0%**	**Equipment Staging**	**20 days**	**Mon 8/12/19**	**Mon 9/9/19**		
32		0%	Equipment Staged	15 days	Mon 8/12/19	Fri 8/30/19	22,26	MSI Staging
33		0%	Equipment Shipped	5 days	Tue 9/3/19	Mon 9/9/19	32	MSI Staging
34		*0%*	*Equipment Staging and Shipment Complete*	*0 days*	*Mon 9/9/19*	*Mon 9/9/19*	*33*	*MSI Staging*
35		**0%**	**Core Equipment Implementation and Testing**	**47 days**	**Mon 7/29/19**	**Wed 10/2/19**		
36		**0%**	**Host A - Escambia County Emergency Communications Center (ECC)**	**45 days**	**Mon 7/29/19**	**Mon 9/30/19**		
37		**0%**	**Site Readiness**	**23 days**	**Mon 7/29/19**	**Wed 8/28/19**		
38		0%	Address Site Readiness (Site Survey) Findings/Requirements	20 days	Mon 7/29/19	Fri 8/23/19	12	Escambia
39		0%	Site Readiness Verified	1 day	Wed 8/28/19	Wed 8/28/19	38FS+2 days	MSI
40		*0%*	*Site Readiness Complete*	*0 days*	*Wed 8/28/19*	*Wed 8/28/19*	*39*	



Task	Summary	Inactive Milestone	Duration-only	Start-only			
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only			
Milestone	Inactive Task	Manual Task	Manual Summary	Progress			

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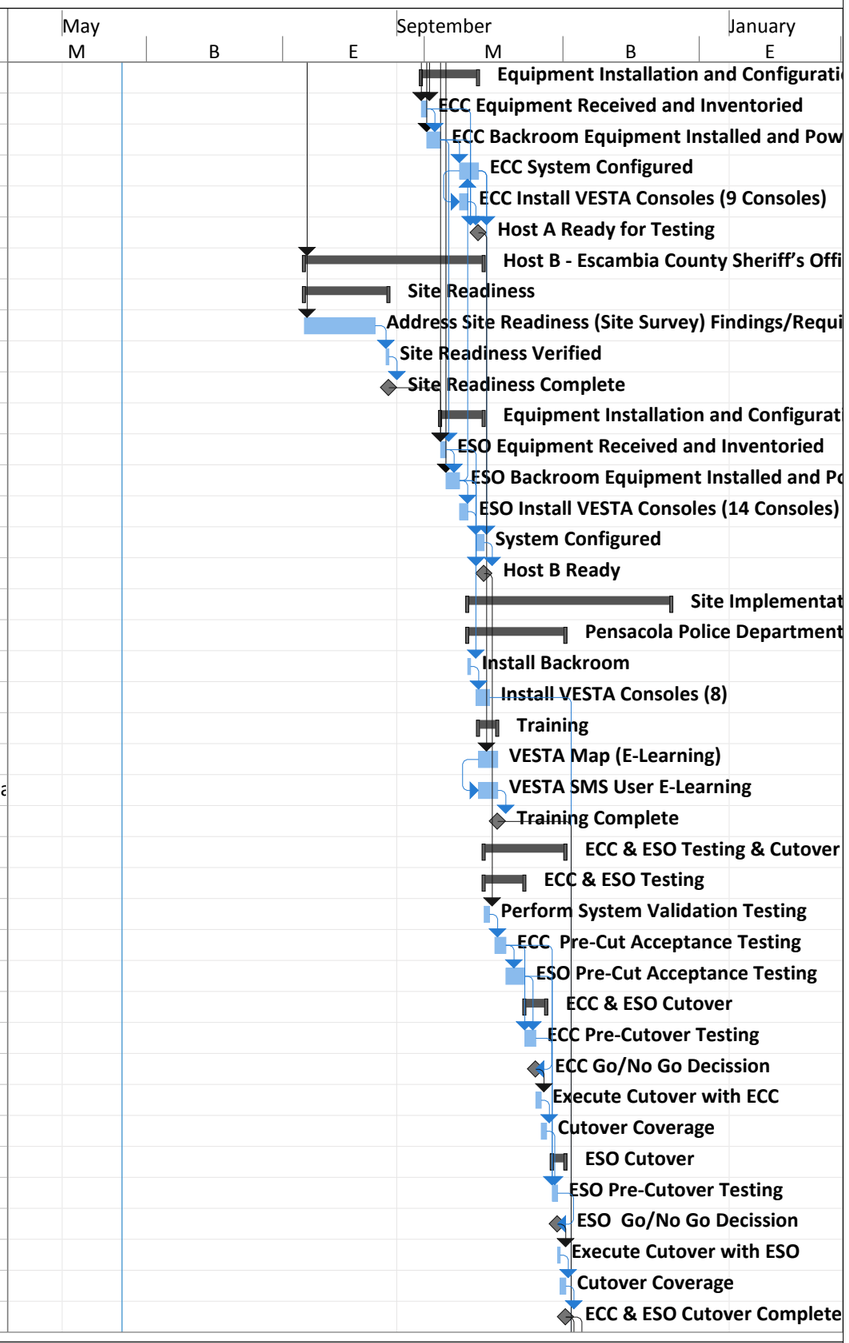
ID	Task Mode	% Complet	Name	Duration	Start	Finish	Predecessors	Resource Names
41		**0%**	**Equipment Installation and Configuration**	**15 days**	**Tue 9/10/19**	**Mon 9/30/19**		
42		0%	ECC Equipment Received and Inventoried	2 days	Tue 9/10/19	Wed 9/11/19	34,40	MSI FE
43		0%	ECC Backroom Equipment Installed and Powered Up	3 days	Thu 9/12/19	Mon 9/16/19	**13,42**	MSI FE
44		0%	ECC System Configured	5 days	Tue 9/24/19	Mon 9/30/19	43,54	MSI FE
45		0%	ECC Install VESTA Consoles (9 Consoles)	3 days	Tue 9/24/19	Thu 9/26/19	44SS	MSI FE
46		*0%*	*Host A Ready for Testing*	*0 days*	*Mon 9/30/19*	*Mon 9/30/19*	*42,43,44,45*	
47		**0%**	**Host B - Escambia County Sheriff's Office (ESO)**	**47 days**	**Mon 7/29/19**	**Wed 10/2/19**	**17**	
48		**0%**	**Site Readiness**	**23 days**	**Mon 7/29/19**	**Wed 8/28/19**		
49		0%	Address Site Readiness (Site Survey) Findings/Requirements	20 days	Mon 7/29/19	Fri 8/23/19	12	Escambia
50		0%	Site Readiness Verified	1 day	Wed 8/28/19	Wed 8/28/19	49FS+2 days	MSI
51		*0%*	*Site Readiness Complete*	*0 days*	*Wed 8/28/19*	*Wed 8/28/19*	*50*	
52		**0%**	**Equipment Installation and Configuration**	**12 days**	**Tue 9/17/19**	**Wed 10/2/19**		
53		0%	ESO Equipment Received and Inventoried	2 days	Tue 9/17/19	Wed 9/18/19	51,34,43	MSI FE
54		0%	ESO Backroom Equipment Installed and Powered Up	3 days	Thu 9/19/19	Mon 9/23/19	**53,13**	MSI FE
55		0%	ESO Install VESTA Consoles (14 Consoles)	3 days	Tue 9/24/19	Thu 9/26/19	54	MSI FE
56		0%	System Configured	3 days	Mon 9/30/19	Wed 10/2/19	54,44FS-1 da	MSI FE
57		*0%*	*Host B Ready*	*0 days*	*Wed 10/2/19*	*Wed 10/2/19*	*53,54,56*	
58		**0%**	**Site Implementation, Training and Cutover**	**50 days**	**Fri 9/27/19**	**Tue 12/10/19**		
59		**0%**	**Pensacola Police Department (PPD)**	**26 days**	**Fri 9/27/19**	**Fri 11/1/19**		
60		0%	Install Backroom	1 day	Fri 9/27/19	Fri 9/27/19	55	
61		0%	Install VESTA Consoles (8)	5 days	Mon 9/30/19	Fri 10/4/19	60	MSI FE
62		**0%**	**Training**	**5 days**	**Tue 10/1/19**	**Mon 10/7/19**		
63		0%	VESTA Map (E-Learning)	5 days	Tue 10/1/19	Mon 10/7/19	46	MSI Trainer,Escambia
64		0%	VESTA SMS User E-Learning	5 days	Tue 10/1/19	Mon 10/7/19	63SS	MSI Trainer[50%],Escambia
65		*0%*	*Training Complete*	*0 days*	*Mon 10/7/19*	*Mon 10/7/19*	*64*	
66		**0%**	**ECC & ESO Testing & Cutover**	**22 days**	**Thu 10/3/19**	**Fri 11/1/19**		
67		**0%**	**ECC & ESO Testing**	**11 days**	**Thu 10/3/19**	**Thu 10/17/19**		
68		0%	Perform System Validation Testing	2 days	Thu 10/3/19	Fri 10/4/19	57	MSI FE
69		0%	ECC Pre-Cut Acceptance Testing	4 days	Mon 10/7/19	Thu 10/10/19	68	MSI,Escambia
70		0%	ESO Pre-Cut Acceptance Testing	5 days	Fri 10/11/19	Thu 10/17/19	69	MSI,Escambia
71		**0%**	**ECC & ESO Cutover**	**6 days**	**Fri 10/18/19**	**Fri 10/25/19**		
72		0%	ECC Pre-Cutover Testing	2 days	Fri 10/18/19	Mon 10/21/19	69,70	Escambia,MSI FE,MSI PM
73		*0%*	*ECC Go/No Go Decission*	*0 days*	*Mon 10/21/19*	*Mon 10/21/19*	*72FF*	Escambia,MSI FE,MSI PM
74		0%	Execute Cutover with ECC	2 days	Tue 10/22/19	Wed 10/23/19	73	MSI FE,MSI PM,Escambia
75		0%	Cutover Coverage	2 days	Thu 10/24/19	Fri 10/25/19	74	MSI FE
76		**0%**	**ESO Cutover**	**5 days**	**Mon 10/28/19**	**Fri 11/1/19**		
77		0%	ESO Pre-Cutover Testing	2 days	Mon 10/28/19	Tue 10/29/19	70,69,75	Escambia,MSI FE,MSI PM
78		*0%*	*ESO Go/No Go Decission*	*0 days*	*Tue 10/29/19*	*Tue 10/29/19*	*77FF*	Escambia,MSI FE,MSI PM
79		0%	Execute Cutover with ESO	1 day	Wed 10/30/19	Wed 10/30/19	78	MSI FE,MSI PM,Escambia
80		0%	Cutover Coverage	2 days	Thu 10/31/19	Fri 11/1/19	79	MSI FE
81		*0%*	*ECC & ESO Cutover Complete*	*0 days*	*Fri 11/1/19*	*Fri 11/1/19*	*80*	



Task	Summary	Inactive Milestone	Duration-only	Start-only	
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	
Milestone	Inactive Task	Manual Task	Manual Summary	Progress	

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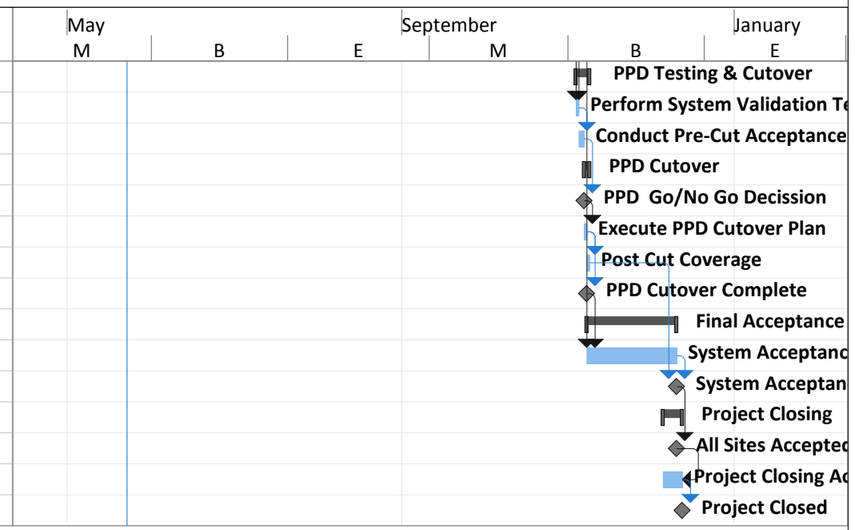
ID	Task Mode	% Complet	Name	Duration	Start	Finish	Predecessors	Resource Names
82		**0%**	**PPD Testing & Cutover**	**5 days**	**Mon 11/4/19**	**Fri 11/8/19**		
83		0%	Perform System Validation Testing	1 day	Mon 11/4/19	Mon 11/4/19	61,65,81	MSI FE
84		0%	Conduct Pre-Cut Acceptance Testing	2 days	Tue 11/5/19	Wed 11/6/19	83	MSI,Escambia
85		**0%**	**PPD Cutover**	**2 days**	**Wed 11/6/19**	**Fri 11/8/19**		
86		*0%*	*PPD Go/No Go Decission*	*0 days*	*Wed 11/6/19*	*Wed 11/6/19*	*84*	*Escambia,MSI FE,MSI PM*
87		0%	Execute PPD Cutover Plan	1 day	Thu 11/7/19	Thu 11/7/19	86	MSI FE,MSI PM,Escambia
88		0%	Post Cut Coverage	1 day	Fri 11/8/19	Fri 11/8/19	87	MSI FE
89		*0%*	*PPD Cutover Complete*	*0 days*	*Thu 11/7/19*	*Thu 11/7/19*	*87*	*MSI FE*
90		**0%**	**Final Acceptance**	**20 days**	**Fri 11/8/19**	**Tue 12/10/19**		
91		0%	System Acceptance Test Period	20 days	Fri 11/8/19	Tue 12/10/19	89,81	MSI,Escambia
92		*0%*	*System Acceptance Complete*	*0 days*	*Tue 12/10/19*	*Tue 12/10/19*	*88,91*	
93		**0%**	**Project Closing**	**5 days**	**Fri 12/6/19**	**Thu 12/12/19**		
94		*0%*	*All Sites Accepted*	*0 days*	*Tue 12/10/19*	*Tue 12/10/19*	*92*	*MSI PM*
95		0%	Project Closing Activities	5 days	Fri 12/6/19	Thu 12/12/19	94FF+2 days	
96		*0%*	*Project Closed*	*0 days*	*Thu 12/12/19*	*Thu 12/12/19*	*95*	



Task		Summary		Inactive Milestone		Duration-only		Start-only
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only
Milestone		Inactive Task		Manual Task		Manual Summary		Progress

5.5 SAMPLE SYSTEM ACCEPTANCE TEST PLAN

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to the restrictions on the cover page.



ACCEPTANCE TEST PLAN

ESCAMBIA COUNTY
May 20, 2019
Motorola Solutions, Inc.

MOTOROLA SOLUTIONS

REVISION HISTORY

Date	Version	Author	Change
5/20/19	Draft	CAK	Draft

DRAFT

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   - 1.2 Project Phase ---- 4
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1. DESCRIPTION

System Acceptance Test ("SAT") is defined as those test cases that are applicable to the components and functionality of the Escambia County VESTA® 9-1-1 system which are deployed at three PSAP locations. These test cases include those related to processing of emergency and non-emergency voice calls and text-to-9-1-1 sessions; call taker 'user experience', ring and alert sound policies; role-based call routing and permissions.

1.1 Prerequisites

1. All hardware and software associated with the VESTA 9-1-1 solution has been installed, configured, and made operable
2. All hardware and software configurations associated with the VESTA 9-1-1 solution have been tested and "locked-down" and are not subject to change unless approved by a documented Change Management process

1.2 Project Phase

The SAT will be conducted immediately prior to the training. Test cases executed will be based on the solution implemented (Regional Host System vs Individual Agency System.) Test cases that cannot be tested prior to cutover, such as wireless calls, will be conducted immediately following cutover.

1.3 Test Execution Team

Motorola Solutions will provide a list of the names of the testers that will participate in SAT. The basic test team will be comprised of the following staff:

- Motorola Solutions Subject Matter Expert/Tester: Primary person to execute the Site Acceptance test cases
- Motorola Solutions Project Manager: Present at the SAT to document all action items resulting from the test session; will also provide oversight responsibility and serve as the primary interface to the non-Motorola Solutions test observers/participants
- Remote Staff: Participate as needed in support of test cases that have a remote component
- Customer Participation: Customer will assign their observers for this testing
  - The names of the oversight staff will be provided to Motorola Solutions in advance of the scheduled test date so that sufficient notice can be provided to those individuals in the event of any last-minute changes to the test plan for that day.

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2. TEST APPROACH

2.1 Test Goal

The goal of SAT is to validate that VESTA 9-1-1 is installed, operational, ready for cutover, and available for the proper operation and use in the PSAP.

2.2 Test Methodology

The following is a listing of administrative and procedural guidelines that will assist in the execution of SAT:

- Motorola Solutions will create one master System Acceptance Test document with corresponding supplemental reference documentation if required
- The master test document will also contain a sign-off sheet for execution by the Subject Matter Expert/Tester upon successful completion of Testing
- Test execution will not be delayed by the lack of attendance of any of the observers.
  - Upon successful completion of SAT the PSAP will be ready for training and cutover activities
  - Test cases that cannot be tested prior to cutover, such as wireless calls, will be conducted immediately after cutover
  - After 30 calendar days of operation at the site, SAT Report will be submitted to the Customer. The SAT Report will detail all tests executed and observed results during SAT along with a description of system function and operational statistics for the PSAP during the 30 day period of operation

2.3 Test Procedure

- Motorola Solutions Subject Matter Expert/Tester will execute each of the defined test cases and will subsequently document the successful completion of each test case
- Anomalies observed during SAT will be assessed and a decision made as to how each should be addressed. Every effort will be made to address anomalies and re-test, if necessary, in “real-time”. If needed resolution will interfere significantly with the execution of the test case, the resolution and re-test, if necessary, will be deferred to a later time
- All anomalies, whether resolved or deferred, will be documented by the Motorola Solutions observer
- Upon successful completion of all test cases the Motorola Solutions Subject Matter Expert/Tester will execute the SAT sign-off sheet attesting to the successful completion of the SAT and this sign off sheet will be included in the Cutover Acceptance Report

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3. SITE ACCEPTANCE AND FINAL SYSTEM ACCEPTANCE

System final acceptance testing confirms that the solution operates during day-to-day use in a live system environment when all PSAPs have successfully completed PSAP final acceptance testing. The System Final Acceptance Testing period will be 30 consecutive calendar days immediately after each PSAP cutover.

Contract deliverables must perform in compliance with all Escambia County RFP and contract requirements throughout the testing period. If a failure to comply occurs:

1. Escambia County will provide a written notification to Motorola Solutions.
2. Motorola Solutions shall remedy the non-compliance per the Service Levels and Service Management Performance Standard section of the contract and provide written notification of the remedy to the Authority
3. The final acceptance testing period will restart upon Escambia County's written notification of acceptance of the remedy, or three (3) business days, whichever is less.
4. This procedure continues until compliance over the testing period is achieved. At which time the contract deliverables are deemed fully accepted and the acceptance notice (to be defined) will be mutually executed.
5. Escambia County will provide a Notice of System Final Acceptance once testing successfully completes.

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4. SITE ACCEPTANCE TEST CASES



MSI-VESTA 9-1-1 SAT.docx



MSI-VESTA Analytics SAT.docx

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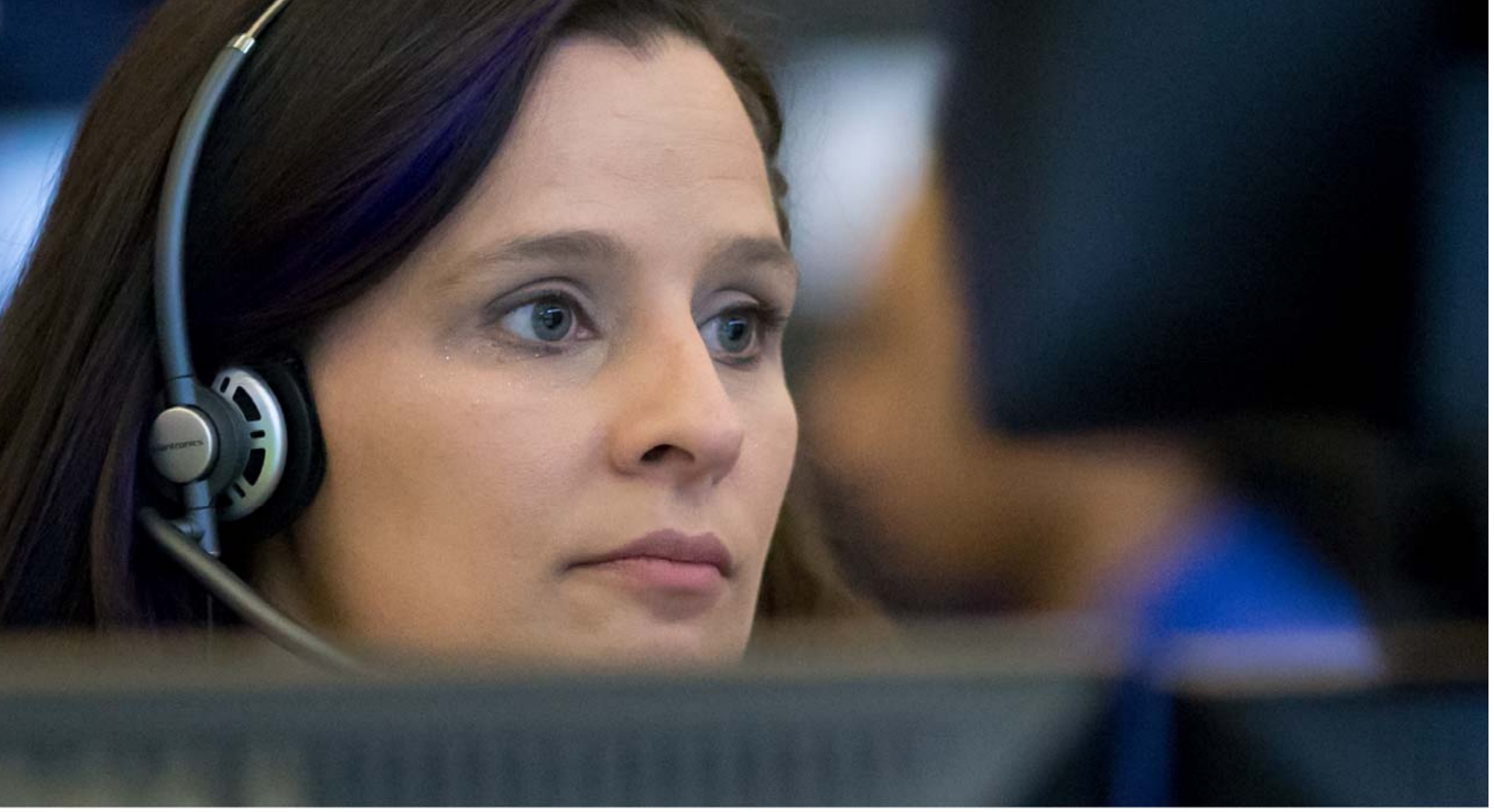
5.6 WARRANTY

The VESTA 9-1-1 solution runs on COTS hardware with the only proprietary hardware being the Sound Arbitration Module (SAM). Upgrades to OS, bug fixes, patches and anti-virus updates are included as part of the Next Generation Software Support Policy, which is included for your review in supporting documents. Motorola Solutions software will be defined as Program Fix (bug fixes, repair), Updates (minor enhancements) and Upgrades (new features and functions). Updates are defined as minor product enhancements to an existing product feature and function set. Upgrades will include new product features/functions and major enhancements. Motorola Solutions provides notification of product updates and/or modifications to its distributors via a Product Change Notice (PCN), Technical Services Bulletin (TSB), or a New Product Announcement (NPA). Customer need is the basis for the software upgrade; distributors then consult with customers to determine if the update, modification or upgrade needs to be provided to the customer. In general, software upgrades are developed as needed by evolving standards, customer requirements, and the typical software service pack cycles (approximately two per year). Ongoing software bug fixes occur on irregular basis, they appear only as repair issues are identified, reported and repairs made. System upgrades and planned maintenance activities do not result in the system being taken out of service at any time.

5.6.1 Software Support Program



NEXT GENERATION 9-1-1 SOFTWARE SUPPORT PROGRAM

VESTA Solutions, Inc.

POL73-T/G
REV. C
10/11/2016
Office of General Counsel

MOTOROLA SOLUTIONS

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REVISION HISTORY

Date	Version	Author	Change
10/11/2016	C	Office of General Counsel	MSI Rebranding

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Vesta Solutions, Inc. (“Vesta Solutions”) offers application software and firmware support to purchasers of its proprietary application software and firmware products, in accordance with the terms and conditions of this Next Generation 9-1-1 Software Support Program (“Support Program”). A minimum one year term is required with all software license purchases. This Support Program does not apply to third party, non-proprietary application software, system software or ancillary software.

1. GENERAL

1.1 Definitions

“Customer” is defined as the party purchasing the Support Program from Vesta Solutions.

“End User” is defined as the user of the application software or firmware supported hereunder.

“Firmware” is defined as programs kept in semi-permanent storage, such as various types of read-only memory. Firmware contains software that is so constantly called upon by a computer or phone system that it is “burned” into a chip, thereby becoming firmware. Firmware is non-volatile; it will not be forgotten when the power is turned off. **“Software”** is defined as computer program instructions that facilitate functionality within hardware. There are three main types of software. System software (operating systems, i.e. Windows 7), which is not supported hereunder, controls the working of the computer. Ancillary software, which is not supported hereunder, includes database applications, back up products, and other third party software. Application software is designed to perform specific tasks. This Support Program applies to proprietary application software and firmware only.

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1.2 Term of the Support Program

The Support Program may be purchased in 1-year, 2-year, 3-year, 4-year or 5-year terms, unless the related software or firmware has reached a point in its lifecycle where only a shorter Support Program term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase. In all cases, the term commences on the date the software or firmware is shipped from Vesta Solutions ("Support Program Effective Date"). In connection with the purchase of the Support Program for a term of any duration, or upon the expiration of the term of the Support Program, the Customer may purchase an extension of the term in one month increments provided that the one month increments are for the purpose of achieving a term coterminous with other active Support Programs or Managed Services Programs. The fee for each one month increment shall be equal to one-twelfth of the fee for a one year term of the applicable Support Program. In the event the Customer purchases new products or modules to add on to an existing system (see Section III A below), the new products or modules will be added to and covered by the Customer's applicable Support Program, and the incremental support fee shall be calculated based on the remaining term of the Customer's applicable Support Program. For example, if a new module is purchased and the Customer's applicable Support Program has a remaining term of 27 months, the Customer will be charged a support fee to cover the 27 months period.

1.3 Renewal of Support Program

1.3.1 Renewal

Vesta Solutions offers renewal terms in 1-year, 2-year, 3-year, 4-year or 5-year durations. The length of a renewal term may be limited if the related software or firmware has reached a point in its lifecycle where only a shorter support term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase.

The renewal rate for all Support Programs offered by Vesta Solutions shall be the prevailing Support Program fee for the related application software or firmware at the time of renewal. In order to avoid a Support Program Reinstatement Fee, the Customer must renew the program prior to the expiration of the initial Support Program term or within the Vesta Solutions provided grace period. The applicable grace period within which to order and receive renewal of the initially purchased Support Program is 90 calendar days. Any ancillary or third party software or firmware support which the Customer may have purchased in addition to this Support Program terminates immediately upon its expiration. **Note**: To the extent a Customer has purchased support for ancillary or third party software or firmware, this Support Program does not apply to such ancillary or third party software or firmware and, therefore, no grace period is applicable to such support.

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1.3.2 Reinstatement Fee

If the Support Program is not renewed prior to expiration of the existing term or grace period, if applicable, then the Customer, in addition to being charged the applicable Support Program Renewal Fee, will also be subject to the prevailing Support Program Reinstatement Fee as set forth in the applicable price list upon Support Program renewal.

1.3.3 Software and Firmware Support Program Renewal Effective Date

The renewal term will commence on the first day of the month following the month in which the renewal order is received from the Customer and accepted by Vesta Solutions or on the date on which the prior term expired, whichever is later. The renewed Software and Firmware Support Program terminates upon expiration of the renewal term purchased. No grace period is provided when renewing a Support Program which previously has been renewed.

1.4 Cancellation of Support Program

1.4.1 Cancellation by the End User

The Customer may cancel the Support Program at any time and for any reason with written notice to Vesta Solutions. Cancellations will be effective upon the first day of the month following notification ("Customer Cancellation Date"). Any prepaid Support Program fee shall be refunded on a prorated basis from the Customer Cancellation Date through the end of the purchased term, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program. Partial cancellations may be made for deactivation of a PSAP or positions. Cancellations may not be made on a component basis.

1.4.2 Cancellation by Vesta Solutions

Vesta Solutions may cancel the Support Program upon 30 calendar days' notice to the Customer ("Vesta Solutions Cancellation Date"), if the Customer is in material breach of its obligations hereunder. Vesta Solutions may also cancel the Support Program if Customer cannot or will not fulfill its operating environment responsibilities as described in Section G below, and/or as a result, the End User is not maintaining a software or firmware release that is a current version minus one (1), as required by Section F below. In the event of cancellation by Vesta Solutions, any prepaid Support Program fee shall be refunded on a prorated basis from the Vesta Solutions Cancellation Date, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program.

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1.5 Vesta Solutions Software Versioning

Beginning with the release of VESTA 9-1-1 R6, Vesta Solutions will adopt a new software versioning system. It will move from an xx.yy scheme (such as VESTA Pallas 3.02) to an xx.yy.zz versioning system. For example, under the new versioning system, VESTA 9-1-1 R6 will be released as VESTA 9-1-1 06.00.00. Generally, a change to the zz portion of the version number will reflect a Fix (defined below). Therefore, a Fix to the VESTA 9-1-1 06.00.00, will be reflected as 06.00.01. A change to the yy portion of the version number will reflect an Update (defined below). Therefore, an Update to the VESTA 9-1-1 06.00.01 will be reflected as 06.01.01. A change to the xx portion of the version number will reflect an Upgrade (defined below) which may also include Updates and Fixes. Therefore, an Upgrade to the VESTA 9-1-1 06.01.01, will be reflected as 07.00.00. As part of the Support Program customers will receive Fixes, Updates and Upgrades at no additional charge as further defined below.

1.6 Conditions of the Support Program

1.6.1 Next Generation 9-1-1 Software Support Program

In order to keep the Support Program active, the Customer is required to:

1. Ensure that the End User maintains a Vesta Solutions application software and firmware release that is the current version or current version minus one Update (the yy portion of xx.yy.zz software version). In other words if, for example, the current version of VESTA 9-1-1 were 06.02.03, The End User may be on any version of 06.02.zz regardless of the “zz” number, or they may be on 06.01.zz regardless of the “zz” number. In this example, the End User would be out of compliance with this requirement if it were on VESTA 9-1-1 06.00.01 as the Update (yy number) would be older than current version minus one Update;
2. Pay all applicable Support Program Fees;
3. Comply with all terms and conditions of this Support Program

1.7 Customer’s Operating Environment Responsibilities

1.7.1 Hardware Operating Environment

It is the Customer’s responsibility to ensure that the hardware operating environment is fully functional and meets the Vesta Solutions and OEM minimum operating requirements. In the event a software or firmware Fix, Update or Upgrade is available hereunder and requires a hardware upgrade to implement, Customer is responsible for the cost of such hardware upgrade.

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1.7.2 Operating System and Ancillary Software and Firmware Environment

It is the Customer's responsibility to ensure that the operating system and ancillary software and firmware are fully functional, commercially available (except as otherwise agreed in writing by Vesta Solutions) and meet Vesta Solutions' minimum operating requirements for Vesta Solutions' software and firmware product(s). However, Vesta Solutions may provide fixes and/or updates for operating systems when applicable and available by the respective manufacturer. In the event a software or firmware Fix, Update or Upgrade provided hereunder requires an operating system and/or ancillary and/or third party software or firmware change to implement, the Customer is responsible for the cost of such operating system and/or ancillary and/or third party software or firmware change.

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2. SUPPORT SERVICES PROVIDED

2.1 Vesta Solutions' Technical Support Center

2.1.1 Telephone Support

As part of the Support Program, Vesta Solutions provides 7 day / 24 hour access to its Technical Support Center. This technical support is designed to support the Customer's technician who has been previously trained in the product about which they are calling. The Customer's technician is responsible for attempting to troubleshoot the problem prior to calling. In the event a Customer's technician is not adequately trained in the product about which he or she is calling, Vesta Solutions will request that additional Customer support be brought into the troubleshooting activity, and if the Customer is not able to provide additional support, Vesta Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Vesta Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Vesta Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Vesta Solutions which governs the related software of firmware purchase.

2.1.2 Telephone Support Procedures

Accessing Vesta Solutions' Technical Support Center

Vesta Solutions' Technical Support Center may be accessed by the Customer's technician via our toll free number, 1-800-491-1734 or through email at TechSupport@VestaSolutions.com. With respect to any issue reported, the following information is requested:

- Caller's name
- Caller's company
- Call Center Name and Location
- Caller's contact number
- Severity of the problem
- Description of the problem
- When the problem first occurred
- If there were any recent changes to the system
- Operational impact of the problem
- How often the problem is occurring
- If the problem can be recreated
- What work was done thus far and the results of that work
- If the problem has been escalated within your company
- What other problems are occurring at the site
- If documentation is on-site and is it being used to resolve the problem

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Upon contacting Vesta Solutions' Technical Support Center, the Customer's technician will receive a Case Number for tracking the service request. The Case Number will enable the Customer's technician to check the status of a case at any time by calling the Technical Support Center and selecting the applicable option.

2.1.3 Problem Diagnostics and Resolution

Vesta Solutions technical support personnel will assist the customer's technician in resolving the issue, but it is the Customer technician's responsibility to implement the solution. Because of the complexity of how the application interfaces with other devices and applications it is necessary that the Customer technician be able to understand the recommended solution and determine the applicability of the solution for the system being supported.

If the Customer technician is not able to resolve the issue it is expected the Customer bring in a second tier to support the effort. Vesta Solutions is not responsible for the actions of the Customer technician. If the problem is beyond the scope of the Vesta Solutions Technical Support Specialist, the problem will be escalated to a more senior Product Support Specialist and where necessary include development resources. Once the Customer resolves the problem, the Customer's technician will call the Technical Support Center to report resolution. The Vesta Solutions Technical Support Specialist will document the Customers repair activity into the case and then close the case.

2.2 Application Software and Firmware Program Fixes

Application software and firmware program Fixes are defined as resolutions to problems that result from a defect in the application software or firmware product or supplied documentation. Customers will be notified of the availability of program Fixes by a Vesta Solutions Product Change Notice. The Customer shall then contact Vesta Solutions' Order Management to order the program Fix at no additional charge provided that the Support Program is in effect. The program Fix will be available only within the current release of the product and subsequently will be incorporated into future software or firmware program updates. For the sake of accurate clarification as to the detected problem, the Customer is required to submit to Vesta Solutions a written description of the problem including date, time, position, any diagnostic data, and a general description of the problem. Such written description shall be sent to, or provided electronically to Vesta Solutions' Technical Support Center. Any change in the "zz" portion of the xx.yy.zz software version shall constitute an application software program Fix. For example a change from VESTA 9-1-1 06.01.02 to 06.01.03 represents an application software program Fix.

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2.3 Application Software and Firmware Program Updates

Application software and firmware program Updates are defined as minor enhancements to the already purchased product feature / functionality set. A product change is classified as minor, in the discretion of Vesta Solutions, based upon the impact of the change to the core functionality of the product. Customers will be notified by a Vesta Solutions Product Change Notice, of all application software and firmware program Updates, which occur within the term of the Support Program. The Customer shall then contact Vesta Solutions' Order Management to order the Update at no additional charge provided that the Support Program is in effect. Application software and firmware program Updates will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the "yy" portion of the xx.yy.zz software version shall constitute an application software program Update. For example a change from VESTA 9-1-1 06.01.02 to 06.02.00 represents an application software program Update.

2.4 Application Software and Firmware Program Upgrades

Application software and firmware program Upgrades are defined as major enhancements to the already purchased product feature / functionality set or incremental new features or functionality. A product change is classified as an Upgrade in the discretion of Vesta Solutions. Customers will be notified by a Vesta Solutions Product Change Notice, of all application software and firmware program Upgrades, which occur within the term of the Support Program. The Customer may then contact Vesta Solutions' Order Management to order the Upgrade at no additional charge provided that the Support Program is in effect. Software and firmware program Upgrades will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the numbers. Any change in the "xx" portion of the xx.yy.zz software version shall constitute an application software program Upgrade. For example a change from VESTA 9-1-1 06.01.02 to 07.00.00 represents an application software program Upgrade.

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3. SUPPORT SERVICES NOT PROVIDED

3.1 New Software and Firmware Modules Requiring Separate License

New software and firmware modules are defined as separate and significant functionality outside the already purchased feature set of the software and firmware products. New software and firmware modules are not included as part of this Support Program as they require a separate license. New software and firmware modules will be made available at a price to be determined upon their release. Examples of new products or modules include, but are not limited to the following: ESInet Interface Module (EIM), application protocol interfaces (API) such as an API for CAD, geodiversity, functionality to enable receipt and processing of pictures or images via MMS, fixed video files, social media, sensor data, video chat, DOT video cameras, security/border video cameras, streaming audio, and streaming video

3.2 On-site Installation or Project Management Support

On-site installation and/or project management services are not covered under this Support Program. Such services may be provided pursuant to a separate Statement of Work detailing the specific services to be rendered for a given project and the applicable price.

3.3 Training

Training is not covered under this Support Program. Training is available at Vesta Solutions' prevailing rates.

3.4 Remote Diagnostic and Resolution Services

Remote diagnostic and resolution services such as Managed Services and remote dial-in are not covered under this Support Program. Such services are available pursuant to Vesta Solutions' Managed Services Program at Vesta Solutions' prevailing rates.

3.5 Post Installation Support Limitations

Vesta Solutions' support obligations hereunder will not apply to any Vesta Solutions supported application software or firmware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of the Customer, the End User and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.

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- Repair or alteration, or attempted repair or alteration of any Vesta Solutions supported product (hardware and/or software) by the Customer, the End User or others, unless otherwise approved in writing by Vesta Solutions.
- Connection of another machine, device, application or interface to Vesta Solutions supported equipment (hardware and/or software) by the Customer, the End User or others, which has caused damage to Vesta Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Vesta Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Vesta Solutions for use in the End User's environment.
- The operation of the software in a manner other than that currently specified by Vesta Solutions in its applicable Vesta Solutions product documentation.
- The failure of the Customer to provide suitable qualified and adequately trained operating and maintenance staff.
- Incompatible or faulty End User hardware and/or software interfaces.
- Modifications made without Vesta Solutions' written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.

Vesta Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Vesta Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Vesta Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Vesta Solutions which governs the related software and/or firmware purchase.

3.6 Other Services

Other services not specifically identified as being included in the support services provided hereunder are not included.

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4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

This Support Program shall not be construed as providing a software or firmware warranty. Vesta Solutions' software and firmware warranty is set forth in its applicable End User License Agreement. In the event of a conflict between the language of this Article IV and the agreement pursuant to which Customer purchased the applicable Support Program, the terms of such agreement shall prevail.

WARRANTY DISCLAIMER:

THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY SOFTWARE OR FIRMWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ACCURACY OF INFORMATIONAL CONTENT.

LIMITATION OF LIABILITY:

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5.7 MAINTENANCE

Motorola Solutions will provide support and maintenance for all Motorola Solutions provided hardware, software, and services. Our software support plan has been provided with this proposal.

5.7.1 Software Support Plan

Use or disclosure of this proposal is subject to the restrictions on the cover page.



SUPPORT PLAN

<CUSTOMER NAME>

DATE

MOTOROLA SOLUTIONS

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QUICK CONTACT MATRIX

QUICK CONTACTS	
	SERVICE DESK
Phone	**1-800-881-4245**
Website	www.VestaSolutions.com
Provide the following information:	**1. Site Name** **2. Your Name** **3. Your Call Back Number** **4. A Brief Description of the Problem** **Severity (Critical, High, Medium, Low)**
	SERVICE MANAGER
Name	
Phone	
Cellular	
Email	
	SERVICE MANAGER BACKUP
Name	
Phone	
Cellular	
Email	

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ESCALATION

Your initial call should always be to the first department or person on the list above. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information.

ESCALATION CONTACT	
NSOC **DAVE CATRON** *Network & Security Operations Manager* Office: 951.719.2188 / Mobile: 951.445.2601 Dave.Catron@MotorolaSolutions.com	**MARY WATHEN** Operations Office: 951.719.2407 / Mobile: 951-551.8397 Mary.Wathen@MotorolaSolutions.com
ON-SITE SUPPORT **CATHY KURNAS** *Sr Manager, Service Delivery & Technical Publications* Office: 951.719.2346 / Mobile: 951.553.5106 Cathy.Kurnas@MotorolaSolutions.com	**STEVE BARKER** *Senior Director Service Delivery* Office: 819.931.2111 / Mobile: 613.558.0808 Steve.Barker@MotorolaSolutions.com
TECHNICAL SUPPORT **CHUCK FOSTER** *Sr Manager, Technical Service Delivery* Office: 951.719.2835 / Mobile: 951.972.6797 **Chuck.Foster@MotorolaSolutions.com**	**STEVE BARKER** *Senior Director Service Delivery* Office: 819.931.2111 / Mobile: 613.558.0808 Steve.Barker@MotorolaSolutions.com
SERVICE MANAGEMENT **CATHY KURNAS** *Sr Manager, Service Delivery & Technical Publications* Office: 951.719.2346 / Mobile: 951.553.5106 Cathy.Kurnas@MotorolaSolutions.com	**STEVE BARKER** *Senior Director Service Delivery* Office: 819.931.2111 / Mobile: 613.558.0808 Steve.Barker@MotorolaSolutions.com
REPAIRS **DIAN BLOMQUIST** *Repair Technician* Office: 951.719.2217 Dian.Blomquist@MotorolaSolutions.com	**KAREN TUSLER** *Director of Production* Office: 951.719.2114 / Mobile: 951.972.6895 Karen.Tusler@MotorolaSolutions.com
PROVISIONING **BARRY PEPLINSKIE** *Manager, Field Engineering and Provisioning* Office: 819. 931.2102 / Mobile: 613.558.0801 Barry.Peplinskie@MotorolaSolutions.com	**STEVE BARKER** *Senior Director Service Delivery* Office: 819.931.2111 / Mobile: 613.558.0808 Steve.Barker@MotorolaSolutions.com
	MARY WATHEN Operations Office: 951.719.2407 / Mobile: 951-551.8397 Mary.Wathen@MotorolaSolutions.com

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1. SUPPORT PLAN SUMMARY

1.1 Introduction – Serving Our Customer's Needs

Motorola Solutions is committed to helping people be their best in the moments that matter. We appreciate the opportunity to propose this Support Plan which has been tailored to your specific needs. Our Service Delivery Team is focused on the health, system performance, and reliability of the VESTA® 9-1-1 solution. Your Service Manager maintains close and constant communications with you and will continually monitor and assess our service deliveries over the full lifecycle of the engagement. They will report to you in a fully transparent manner on our performance in meeting your specific needs and recommend any changes or adaptations where necessary.

Our goal is to build a service relationship you can trust and count on.

1.2 Service Management Overview – VESTA Services

Service Management and effective communication is the key to effective service delivery and relationship building. Our VESTA® Services program offers end-to-end Service Management and includes:

- Service Manager
- Service Desk
- Customer Web Portal
- Network Security Operations Center (NSOC)
- Technical Support Center
- Spares Management
- Originating Service Provider (OSP) Interface
- Support Engineers
- Preventive Maintenance

The Support Plan covers the following PSAP/Host locations.

Site ID	PSAP Name	Address	# of Positions

2. SERVICE MANAGEMENT

2.1 Service Manager

The Service Manager is assigned to work with you to support all aspects of your contracted services. Your Service Manager:

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- Works with the NSOC, on-site engineers, Service Desk, Technical Support and Project Implementation teams, to oversee the delivery of services while ensuring agreed upon service levels are maintained.
- Works with you, the PSAPs, and the Service Team to establish and refine policies and procedures to ensure service performance is consistently delivered.
- Provides and reviews reports on service delivery and network performance metrics.
- Oversees the lifecycle of system & products supplying information regarding upgrades and updates.
- Serves as a point of escalation when service or support levels are not meeting expectations.
- Engages the appropriate resources, teams, and individuals to troubleshoot and facilitate the resolution of complex service issues.
- Serves as the liaison between you and our internal departments for escalated incidents.
- Provides timely and frequent informational updates about progress towards resolving incidents.

2.2 Service Desk

The Motorola Solutions Service Desk is the central point of contact to report VESTA® 9-1-1 incidents and submit change requests. Co-located with the Technical Support Center within the NSOC, the Service Desk maintains a holistic view of your service delivery environment.

The Service Desk can be reached 24/7 to assist with your service needs via:

- Telephone: 800.881.4245
- MyVESTA® Services web portal
- Email: VestaNSOC@MotorolaSolutions.com

NOTE: Critical and high priority incidents are not to be reported via email or the MyVESTA® Services web portal.

Product and system technical resources are ready to receive and take action on requests for service.

The Service Desk will:

- Open a case and categorize the reported issue or request
- Resolve incidents based on priority
- Perform analysis to assist in identifying a corrective action plan
- Escalate the incident/request to technical or service experts when required
- Engage the next level management to ensure timely problem resolution, when necessary
- Provide regular status updates for escalated incidents

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2.2.1 Reporting Incidents

The Service Desk is staffed with trained technicians who remotely access your VESTA 9-1-1 solutions to begin troubleshooting. For accurate reporting and case tracking it is a requirement that all VESTA 9-1-1 issues are reported to the Service Desk.

At a minimum, when reporting an incident using the toll-free number above, the Service Desk will require:

- Customer name (Site)
- Caller's name
- Caller's contact number (supply alternate call back number)
- Description of the problem or request
- Operational impact of the problem (Severity)

Upon notification of the incident, the Service Desk will supply a case number for reference.

NOTE: For critical and high severities, the Service Desk will continue working with your personnel to begin troubleshooting. The Service Desk will notify the on-site technicians for engagement on the reported incident.

2.2.2 Severity Level and Response Definitions

For each reported or alert generated critical or high incident, the Service Desk will apply a Severity Level classification, which has an assigned target response time objective. This classification provides the means to manage the appropriate response and engagement processes.

Severity	Target Response Time	Description	Examples	Frequency
Critical 24/7	• Within 15 minutes notification will be provided via a phone call • Within two-hours support engineer will be on-site	The inability to receive or process 9-1-1 calls or loss of ALI	Reduction of 50% or more of system functionality regardless of the nature of the outage. Host Down – The back-room equipment of a multi-tenanted system is impacting the ability to process 9-1-1 calls at all sites PSAP / Site Down – A single site / PSAP / tenant who is unable to receive or process 9-1-1 calls. Calls cannot be presented, answered, or effectively transferred outside the affected site.	After the initial notification, hourly updates will be provided through restoral to a non-critical state.

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Severity	Target Response Time	Description	Examples	Frequency
High 24/7	• Within 30 minutes, email notification will be provided • Within four-hours support engineer will be on-site • Within two-hours, notification will be made to designated personnel	The loss of critical functionality or multiple components. Examples of multiple components are: • No LTR audio logging • Loss of critical redundancy • Loss of multiple positions	Reduction of 10% or more of outgoing or incoming traffic in the system or the non-functioning of 9-1-1 call handling software features, recorders, interfaces, or other functions rendering the system less than 90% functional. Host Degraded – The back-room equipment of a multi-tenanted system is impaired so that it is not providing full redundancy PSAP / Site Degraded – A single site / PSAP tenant have an incident that impairs a feature of the system, but the site/PSAP is able to receive and process 9-1-1 calls.	Every two hours
Medium and Low 8/5/Next Business Day (Excluding Holidays)	• Within eight-hours of Medium/Low classification, the support engineer will address 7 a.m. to 5 p.m. local site time or next business day. • NOTE: All Critical and High severities will be prioritized over any Medium/Low severity.	The failure of a device/product that only impacts A single component or position	Minimal reduction of system operability or little to no effect on system operability and usability The loss of a single workstation or failure of a workstation component such as keyboard or monitor.	As needed

2.3 Customer Web Portal

The MyVESTA Services portal is your interface into our Incident Management system. The portal provides you access to your reported cases as seen by our NSOC, on-site engineers, and management.

The portal provides the ability to:

- Create new cases, obtain status updates on existing cases, or supply additional information 24/7
- Query statistical data or export to Excel, CSV, or PDF formats
- To filter and sort by State, PSAP, priority, and more
- Submit or obtain status on Requests for Change

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- Identify scheduled events by viewing real-time status of delivery of scheduled events (e.g., change requests, service requests, and security patches).

2.4 Spare Parts

During the term of the Service and Support Plan, the customer should purchase and provide spare equipment to facilitate rapid restoration of services in the event of a hardware failure.

- An inventory of purchased spare components and parts necessary to keep the systems running properly for all PSAPs are kept in an agreed upon location to meet the designated service level objectives and to ensure there are no delays in obtaining replacement parts.
- Spares are used as needed and either repaired or replenished in accordance with the Motorola Solutions process.
- The spare inventory is reviewed quarterly to identify equipment and ensure the required stock is available.

2.5 Originating Service Provider

Acting as the single point of contact, Motorola Solutions will engage the Originating Service Provider (OSP), typically your Local Exchange Carrier, on your behalf and remain engaged with you and the OSP from incident inception through resolution.

- Through the use of a Letter of Authorization, Motorola Solutions will report service incidents on the network, 9-1-1 trunks or admin lines related to the functionality of the VESTA 9-1-1 solution to the OSP
- Motorola Solutions will coordinate with the OSP to ensure timely updates and resolution are provided

3. ON-SITE SERVICES

3.1 Motorola Solutions On-Site Services

Motorola Solutions will provide support engineers assigned to respond to your various PSAP locations.

- The Support Engineers are trained in the products and systems including, but not limited to, VESTA 9-1-1 and VESTA® Analytics
- For incidents that cannot be resolved remotely, Motorola Solutions will have local support engineers report onsite who will apply corrective measures to address any incidents
  - The support engineers will perform corrective actions and ensure break-fix requests are repaired in a timely and efficient manner
- The support engineer will perform preventative maintenance and any required on-site move, add, change requests
  - As part of routine maintenance, the support engineers will perform preventive maintenance tasks on the recommended scheduled interval as detailed below

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- The local support resources will track and provide updates, via the Motorola Solutions ticketing system, on any requests made by onsite personnel
- Afterhours and on weekends our on-site support engineers will be available on an on-call basis for response to Critical and High incidents to meet response time requirements
- When necessary, the on-site support engineers will work with originating service providers (OSP) to correct reported incidents at the PSAP
- To the fullest extent possible, in the event of force majeure or other malicious acts, the Motorola Solutions on-site support engineers will perform the necessary actions to bring the system to full functionality. This includes access to management, tier 3 and 4 technicians as well as R&D resources when the need arises

3.2 Preventive Maintenance

As part of routine maintenance, the local support engineers will perform preventive maintenance checks based upon manufacturers' requirements at predetermined intervals.

- The schedule will be maintained by the Service Desk to ensure the VESTA 9-1-1 system is regularly maintained
- Monthly, Quarterly, or Annual preventive maintenance is completed based on manufacturers' recommendations to ensure optimal performance of the installed solution
- Documentation of completed Preventive Maintenance activities will be supplied for your records

Recommended routine maintenance at the host locations includes but is not limited to:

- Environmental – heat assessment and physical damage
- Hardware – physical review of equipment
- Software – review and update

3.3 Technical Support Center

The Technical Support Center is available 24/7 and can be reached via the Service Desk at 800.881.

Staffed with subject matter experts, the Tech Support Center:

- Investigates, troubleshoots, and in most cases, resolves incidents remotely
- Maintains a state-of-the-art lab to recreate reported issues
- Performs in-depth analysis
- Interfaces with R&D for escalated issues

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3.4 On-Site Technicians Escalation Process

In the event of a technical concern or if you feel we are not meeting our on-site service obligations, outlined below is our escalation process.

Technical Escalation	Service Escalation
Dave Sullivan Technical Support Team Lead Dave.Sullivan@MotorolaSolutions.com Office: 951.719.2839	**Service Manger Name** Service Manager First.Last@MotorolaSolutions.com Office: Phone Number

4. NETWORK & SECURITY OPERATIONS CENTER

The NSOC monitors and provides on-going management of your system and works closely with the Service Desk.

The NSOC provides:

- Management of the full VESTA® Suite on a 24/7 basis
- Continuous remote monitoring of the performance and availability of the solution
- Virus protection and patch management
- Monitoring of throughput, latency, jitter and packet loss
- Creation of alerts based on thresholds and parameters and distributes notifications appropriately
- Monitoring of the environment at all data centers or points of presence where critical components are housed to ensure functionality
- Automatic notification emails to designated contacts for certain classifications of incidents
- Firewall and SBC Monitoring / Management - IP Packet Security on the Ingress and Egress portions of the solution
- Intrusion Detection - User and Environmental Behavioral Analysis (UEBA) looks at patterns of human (user) behavior, and then apply algorithms to detect meaningful anomalies from those patterns
- Authentication, Authorization and Accounting (AAA) leveraged to ensure only those allowed access, are able to access while logging what they were doing while connected
- Disaster Recovery through the buildout of Failure Domains and system Backups

4.1 Virus Protection

Motorola Solutions is able to mitigate risks to the system security by automatically distributing virus protection updates without involving personnel or compromising operations. We are able to accomplish this by using the installed high-speed secure (VPN) connection. Virus protection products are set to automatically detect and remove most viruses, Trojan horses, worms, and dangerous spyware providing additional assurance of system readiness and reliability.

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4.2 Patch Management

Patch Management provides remote, schedulable delivery of critical (Motorola Solutions tested) Microsoft Security patches to monitored computers eliminating sneaker-net delivery of critical security patches. Installation of critical security patches is a crucial part of securing a PSAP against today's threats.

Through high-speed, secure remote connections, Motorola Solutions has the ability to automatically deploy new patches to remote sites. The actual deployment of the patch, including optimum installation time, acceptable reboot sequences, further 3rd Party testing, limited rollout, etc., is completely custom in nature (within the confines of the software and Motorola Solutions Patch Management Policy).

Each month, or during agreed upon customer requested timeframes, Motorola Solutions implements the latest Microsoft Security and Critical patches ensuring the VESTA 9-1-1 systems are up to date with the latest security and technical updates.

All Microsoft certified patches are put through Motorola Solutions test process to ensure optimal performance. To ensure timely installation, all patches are implemented following documented change management processes.

4.3 NSOC Escalation Process

In the event of a technical concern or if you feel we are not meeting our service obligations, outlined below is our escalation process.

Technical Escalation	Service Escalation
Dave Catron, NSOC Manager Dave.Catron@MotorolaSolutions.com Office: 951.719.2188	Service Manger Name, Service Manager First.Last@MotorolaSolutions.com Office: Phone Number

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5. CHANGE REQUESTS

5.1 Moves, Adds, and Change Requests

The Moves, Adds, and Change (MAC) service change request is coordinated through the Service Desk. The change is initiated by completing a Request for Change (RFC). The RFC is used to document requested service changes. Motorola Solutions technical staff will assess and identify potential impact, risk, timeline, and any costs (if applicable) associated with the hardware, or component, integration to additional systems/networks, etc.

The change management process ensures that all service change requests are properly documented, reviewed, and approved by all stakeholders prior to implementation.

MAC requests require authorization by both Motorola Solutions and the PSAP.

The MAC process will be mutually agreed to but normally includes:

- Identification of the MAC changes requested by the PSAP.
- MAC requests will be completed using the defined change management process.
- Motorola Solutions will provide a clear statement of the requested scope of work, including responsible parties completing the request and the date and time the work has been coordinated with you or your designee.
- All MACs must be authorized by a representative of each engaged party prior to the MAC work being started.
- Motorola Solutions will prepare a quote for the proposed out of scope changes (e.g. work to be completed afterhours, additional hardware, relocation of VESTA 9-1-1 equipment outside of the current PSAP, additional software or licenses).
- A purchase order is to be issued for out of scope work prior to work commencing.
- The MAC process is not the same as a change order (e.g. system expansion or customer requested reconfiguration) and is not to be treated as such.

5.2 Change Management Process

Motorola Solutions utilizes a detailed, ITIL based change management process to ensure standardized methods and procedures are followed for efficient and prompt handling of all changes. The change management process allows Motorola Solutions to avoid/minimize the impact of change-related incidents on service delivery, and prevent any disruption to your day-to-day operations.

A service change request follows the Motorola Solutions Change Management Process which includes the following steps:

- Create Service Request for Change
- Review and Assess Service Request for Change
- Develop Implementation Plan
- Identify Rollback Plan
- Change Approval
- Implement Change
- Test the Change
- Close Change/Rollback

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The Service Manager fulfills the role of Change Manager. Information about changes in requirements, network services, application patches, software updates, new service requests, or any other source of change is tracked in the Motorola Solutions change management system.

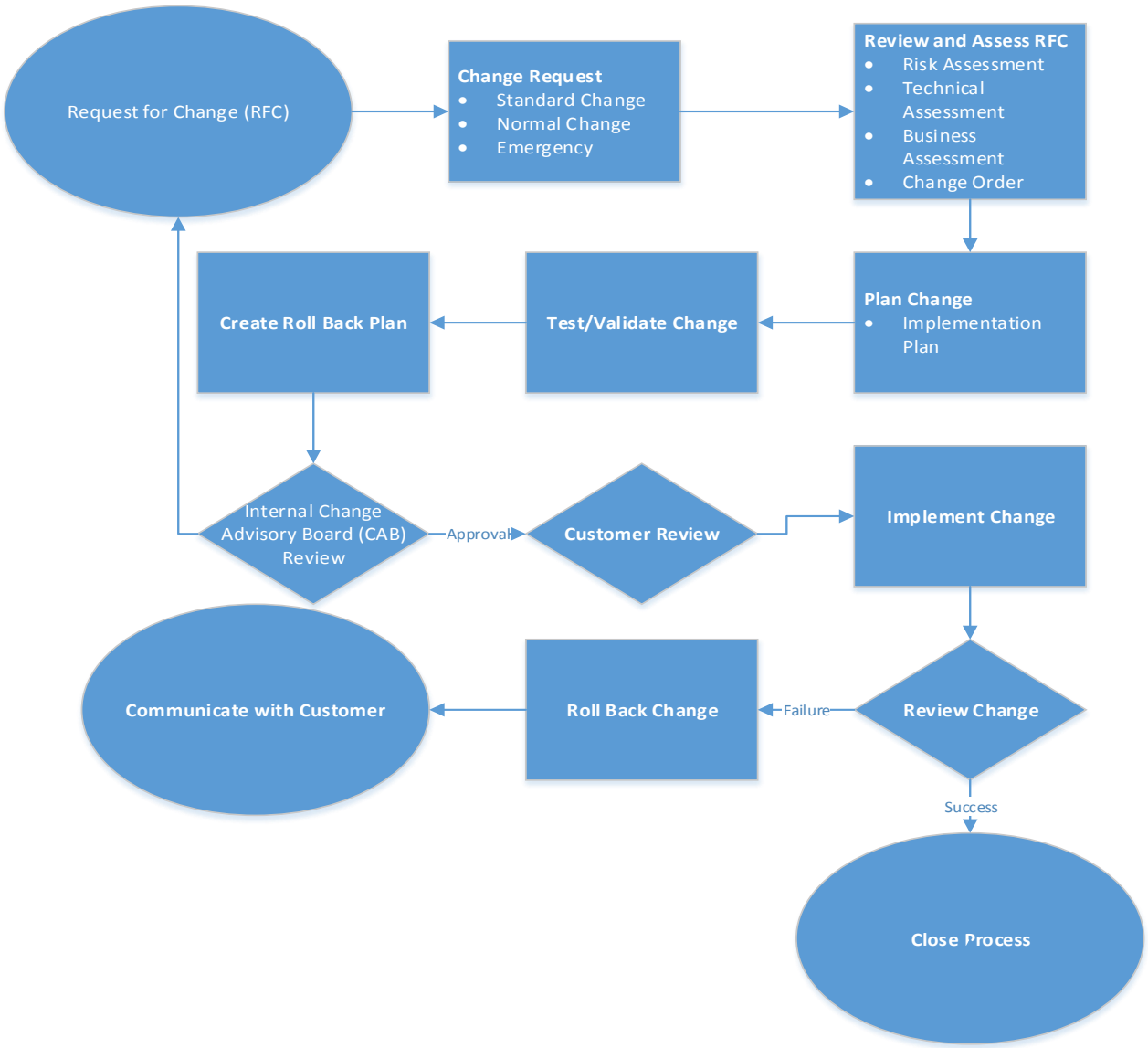

FIGURE 1 CHANGE MANAGEMENT PROCESS FLOW

6. SUMMARY

6.1 Summary

Our Support Plan includes the following key Services Elements:

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- **Single point of contact.** A Service Manager who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- **Service Desk.** One place to report incidents and place requests. Reported incidents are correlated with alerts received from the NSOC for reduced root cause determination.
- **MyVESTA ServicesCustomer Web Portal.** Enhanced access to case status and resolution details.
- **Preventive Maintenance.** Supporting optimal performance of the installed solution by performing periodic preventive maintenance reviews of the sites environment, hardware, and software.
- **Network Security Operations Center.** Continuous monitoring and response of the Motorola solution as well as providing notification of critical and high alerts.
- **Technical Support Center.** Staffed with subject matter experts to handle escalated cases.
- **Local Support Engineers.** Skilled and certified support engineers who will provide resolution to trouble requests and complete MAC changes.

6.2 Benefits to Your Agency

- **Maximize Performance.** Increase system uptime and quality of service through fast detection of service disruptions and restoration of services
- **Save Time.** Take back valuable minutes and better allocate resources with proactive monitoring that helps reduce truck rolls and IT support requests
- **Rely on Trusted Expertise.** Depend on our skilled team to be the first line of defense and have greater peace of mind
- **Reduce Risk.** Gain visibility, enhance performance and increase cyber security with our full suite of NSOC offerings.

7. CONDITIONS AND EXCLUSIONS

7.1 Conditions

Motorola Solutions services ensures the optimal performance of your 9-1-1 systems. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- On-site intervention requires the PSAP personnel to provide site access.
- Remote monitoring, troubleshooting, and restoration require that the PSAP provides direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.
- The PSAP must operate hardware and software per its intended use per the Purchase Agreement between Motorola Solutions and the PSAP. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and / or damage equipment.

7.2 Exclusions

Motorola Solutions service and support obligations hereunder will not apply to any Motorola Solutions supported software or hardware if correction of an error, adjustment, repair, or parts replacement is required because of:

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- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of the Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by the Customer or others, unless otherwise approved in writing by Motorola Solutions.
- Connection of another machine, device, application, or interface to Motorola Solutions supported equipment (hardware and/or software) by the Customer or others, which has caused damage to Motorola Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola Solutions for use in the Customer's environment.
- The operation of the software in a manner other than that currently specified in applicable product documentation.
- Incompatible or faulty Customer hardware and/or software interfaces.
- Modifications made without Motorola Solutions written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, furnishing consumables, supplies, or accessories, making accessory changes, system administration, or adding additional devices or non-approved Motorola Solutions software applications.

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5.8 MONITORING

Motorola Solutions is providing a robust monitoring solution that includes active system monitoring and reporting 24 hours a day, 7 days a week, 365 days a year to quickly detect, report, diagnose, and solve solution performance problems and outages. A customer portal that allows users to open cases and check on the status of cases is provided. Service Managers provide monthly.

The detailed description of the proposed monitoring solution has been provided in section 5.3.

5.9 DOCUMENTATION UPON COMPLETION

Motorola Solutions will provide two (2) complete sets of as-built network drawings upon award.

SECTION 6

TERMS AND CONDITIONS

6.1 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola's proposal is based on the use of the below terms and conditions or a negotiated version thereof.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated _____
- C-2 "Pricing Summary & Equipment List" dated _____
- C-3 "Implementation Statement of Work" dated _____
- C-4 "Acceptance Test Plan" or "ATP" dated _____
- C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the

Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other

contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain

provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of

two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced

the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____
Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the

version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control,

such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or

governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim").

Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to

cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or

unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely

responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates,

modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and

the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other

work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

6.2 CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lloyd's Syndicate No. 4711	AA1120090
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
including Vesta Solutions, Inc.
Attn: Karen Napier
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570074753952 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB2641005169078	07/01/2018	07/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $250,000 $10,000 $1,000,000 $2,000,000 $1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-005169-018	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA764D005169088 All Other States WC7641005169098 WI	07/01/2018 07/01/2018	07/01/2019 07/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	E&O-MPL-Primary			FSCE01800661	07/01/2018	07/01/2019	Each Claim Policy Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Motorola Solutions, Inc.
including Vesta Solutions, Inc.
Attn: Karen Napier
500 West Monroe
Chicago IL 60661 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570074753952

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6.3 ESCAMBIA COUNTY RFP CLARIFICATIONS AND RED LINES

The following pages contain clarifications and red lines to the Escambia County RFP document.

13. Indemnification: Motorola Solutions agree with indemnification and Motorola provides its indemnification clause in section 14 of the Motorola Communication System and Services contract template.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
VESTA 9-1-1 Upgrade & Maintenance
Specification Number PD 18-19.043

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposals and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Proposal Documents to include, Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.
- One CD or Flash Drive containing the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Certificate of Enrollment in E-Verify

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
- Placed your proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON CONTRACT EXECUTION:
- Certificate of Insurance. Evidence of insurance shall be provided upon contract execution.

HOW TO SUBMIT A NO PROPOSAL:
- If you do not wish to submit a proposal at this time, please remove the Solicitation, Offer and Proposal Form from the Proposal Solicitation Package and enter No Proposal in the "Reason for No Proposal" block, your company's name, address, signature, and return the Solicitation, Offer and Proposal Form in a sealed envelope.

This form is for your convenience to assist in filling out your proposal.
Do not return this form with your proposal.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

10. 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 twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) 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 addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

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

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

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

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

11. Termination (Public Records Request)

If the contractor refuses 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 by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

12. Insurance Requirements

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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract~~Evidence of Insurance shall be provided upon award of contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages similar ~~described herein~~ as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely ~~minimums~~what is required by this contract.

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

The contractor waives its right of recovery against the County, to the extent permitted by its workers compensation insurance policy~~ies~~.

~~The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County.~~ The contractor is responsible for the amount of any deductible or self-insured retention. Motorola does not maintain any SIR's

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions (0413) of the commercial general liability and business auto policies of the insurance services office.

~~Minimum~~ limits of $1,000,000.00 per occurrence and $2,000,000 general aggregate for general liability; $1,000,000 combined single limit for automobile liability and $1,000,000 for employers liability 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.

D. General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

E. Business Auto Liability Coverage

Business auto 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 employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured.

~~and~~Contractor shall provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in an Acord 25 certificates of insurance executed by duly authorized agent of insurance company. ~~If and 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~~.

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.

2. Include a reference to the project and the Office of Purchasing number.

3. ~~Disclose any self-insured retentions in excess of $1,000~~.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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 the 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.~~

13. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to: **Paul R. Nobles**
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

VESTA 9-1-1 Upgrade & Maintenance

Solicitation Number PD 18-19.043

Solicitation

MAILING DATE: April 15, 2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May ~~8~~15, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
36-1115800

Terms of Payment
Contained in Section 6

Delivery Date will be 120 days after receipt of purchase order

"Reason for No Proposal"

Vendor Name: Motorola Solutions, Inc.
Address: 500 W. Monroe Street, Suite 4400
City, ST. & Zip: Chicago, IL 60661
Phone: (951 **)** 719-2100
Toll Free: (800 **)** 491-1734
Fax: (951 **)** 296-2727

Raj Iyer, Area Sales Manager
(Name and Title of Person Authorized to Sign Offer)



*****
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Proposal Form

System Upgrade

A. Hardware, Software, Equipment, & Labor

Host PSAPs A & B	$ 219,540.49
Remote PSAP	$ 64,652.68
Total	$ 284,193.17

B. Training, Maintenance and Warranty Items

Host PSAPs A & B	$ 335,538.90
Remote PSAP	$ 95,079.25
Total	$ 430,618.15
C. CommandPost Modules	$ 47,151.76
D. Maintenance (Year 2-5) (October 1, 2020 – September 30, 2024)	$ 503,466.94
Motorola Response: Total 1 Year Cost of Ownership	$761,963.08
E. Total 5 Year Cost of Ownership	$ 1,265,430.02

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. 1 Date 4/27/2019 Addendum No. 3 Date 5/21/2019

Addendum No. 2 Date 5/8/2019 Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
830046

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #, if applicable

_____

Type of Contractor's License, Certification, and/or Registration, if applicable

_____

Expiration Date: _____

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning this Proposal:

Name: Dan Bornstein

Phone: 951-401-1744

E-Mail:dan.bornstein@motorolasolutions.com

Person to Contact for Emergency Service:

Name: Raj Iyer

Phone: 225-205-8499

E-Mail: raj.iyer@motorolasolutions.com

Delivery must be completed within 120 days of contract award. Failure to meet delivery will result in a penalty of $500.00 per day until complete. It is hereby understood and mutually agreed that the time of delivery is an essential condition of this contract.

System acceptance will not be provided until all items on the test plan are met to the satisfaction of the customer. Punch list items may be agreed upon as a condition of acceptance. Escambia County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating according to specifications contained herein.

Final acceptance is expected to commence upon system cutover and usage and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the thirty (30) day period, the process will be stopped, and the failure(s) expediently fixed to customers satisfaction. The period of thirty (30) consecutive critical failure free days will restart the day after the repairs are affected.

Should the project not be complete on or before September 30th 2019, vendor must assume maintenance, monitoring, and 24/7 emergency maintenance response of current system on October 1st, 2019.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. Team One Communications, 215 West Herman Street, Pensacola, FL 32505
2.
3.
4.

REGISTER OF PROPOSERS

Solicitation #PD 18-19.043 – VESTA 9-1-1 Upgrade & Maintenance

RFP Due Date & Time: May 29, 2019 @ 2:00 p.m., CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
AT&T	850-483-6423	tom.henderson@att.com	Tom Henderson
Motorola Solutions, Inc.	951-401-1744	Dan.bornstein@motorolasolutions.com	Dan Bornstein
Converge One	720-625-7023	Staval@convergeone.com	Steven Raval

SUBMITTALS RECEIVED BY: Paul Nobles, Purchasing Manager DATE: May 29, 2019

WITNESSED BY: Susan Kerr, Sr. Office Support Assistant DATE: May 29, 2019

Posted 5/31/2019 @ 9:45 a.m., CDT LK

Analytics

for 'PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance'

Solicitation Gate Status: Not Gated

Download Gate Status: Gated

Total Views: 652

Unique Views: 39

Total Downloads: 102

Unique Downloads: 30

Emails

EXPORT TO EXCEL

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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4/20/2019 6:57 PM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	info@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	info@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	mawilliams@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	mawilliams@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/20/2019 6:57 PM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	tony.reynolds@reetsllc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:57 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:58 PM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/20/2019 6:58 PM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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4/20/2019 6:58 PM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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4/27/2019 5:25 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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4/27/2019 5:25 PM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	info@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:25 PM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	mawilliams@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:25 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:25 PM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:25 PM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:25 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:25 PM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	tony.reynolds@reetsllc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:25 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:26 PM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
4/27/2019 5:26 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
4/27/2019 5:26 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/8/2019 4:23 PM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/8/2019 4:23 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	info@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/8/2019 4:23 PM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/8/2019 4:23 PM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	mawilliams@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/8/2019 4:23 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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5/8/2019 4:23 PM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/8/2019 4:23 PM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/8/2019 4:23 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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5/8/2019 4:23 PM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	tony.reynolds@reetsllc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:23 PM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:24 PM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:24 PM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:24 PM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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5/8/2019 4:24 PM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:24 PM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/8/2019 4:24 PM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	anna.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	austin@gulfcoastupfitters.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	bernadette.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

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5/21/2019 11:42 AM	bids@erc-corp.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	blemieux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	bradhinman@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	christinem@carbyne911.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	christinem@carbyne911.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	dan.bornstein@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	deedeeyates@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	Dl4389@att.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	ed.flores@bearcom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	govedbids@bhphotovideo.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	holzberg@juno.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	info@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	jlynch@presidio.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	john@transcommservices.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	johnking@teamonecomm.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	jovianr@gmail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	kanders@wmscom.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	kathryn.blink@comapptech.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	kmitchell@alianza.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	krystina.bradley@samsara.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	laura@mss4u.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	mawilliams@synergon.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	mconrad@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	michael.keleher@hotwiremail.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	narnoux@hanson-inc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	nicholas.haggar@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	Nick.monfreda@cspi.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	pdick@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	reets.twa@att.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	region1@cjisgroup.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	richardraab@9to5computer.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	rpstoner@outlook.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	russell.mace@macetechsecurity.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	salesdirector@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	sblankinship@securustechnologies.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sgrossman@voiplink.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sheila.allison@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sheila.allison@motorolasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sjones@logistasolutions.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sledus@softchoice.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	sraval@convergeone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	stephenieshirley@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	stoner@rroese.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	tcrook@maxis360.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Event Date	Email	Subject	Event
5/21/2019 11:42 AM	thaiber@data-connect.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	tony.reynolds@reetsllc.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:42 AM	vmurphy1@bellsouth.net	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:43 AM	gregor@wti.services	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered
5/21/2019 11:43 AM	jonluth@cesteamone.com	Escambia County - PD 18-19.043, VESTA 9-1-1 Upgrade & Maintenance	delivered

Downloads and Views

EXPORT TO EXCEL

Event Date	Company Name	Event

Event Date	Company Name	Event
4/22/2019 7:32 AM	Infinity Datacom Solutions	Viewed
4/22/2019 7:32 AM	Infinity Datacom Solutions	Viewed
4/22/2019 7:32 AM	Infinity Datacom Solutions	Downloaded
4/22/2019 7:32 AM	Infinity Datacom Solutions	Downloaded
4/22/2019 9:46 AM	CJIS GROUP	Viewed
4/22/2019 9:49 AM	CJIS GROUP	Downloaded
4/22/2019 11:29 AM	AT&T Public Safety Solutions	Viewed
4/22/2019 5:41 PM	Motorola Solutions, Inc.	Viewed
4/22/2019 5:41 PM	Motorola Solutions, Inc.	Downloaded
4/23/2019 1:40 AM	Online Data Services, LLC	Viewed
4/23/2019 1:41 AM	Online Data Services, LLC	Downloaded
4/23/2019 8:30 AM	SevenOutsource	Viewed
4/23/2019 8:30 AM	SevenOutsource	Downloaded
4/23/2019 9:59 AM	draftPros	Viewed
4/23/2019 9:59 AM	draftPros	Downloaded
4/23/2019 10:30 AM	Teleswitch	Viewed
4/23/2019 10:30 AM	Teleswitch	Viewed
4/23/2019 10:30 AM	Teleswitch	Downloaded
4/23/2019 10:30 AM	Teleswitch	Downloaded
4/23/2019 2:12 PM	J&R Systems Integrators DBA Security 101	Viewed

Event Date	Company Name	Event
4/23/2019 2:12 PM	J&R Systems Integrators DBA Security 101	Downloaded
4/24/2019 9:42 AM	Utility Service Co., Inc	Viewed
4/24/2019 9:43 AM	Utility Service Co., Inc	Downloaded
4/24/2019 10:08 AM	Reasor Building Group	Viewed
4/24/2019 4:42 PM	Bluebook Network Building & Construction	Viewed
4/24/2019 4:42 PM	Bluebook Network Building & Construction	Viewed
4/25/2019 1:25 AM	School Wholesale Supplies LLC	Downloaded
4/26/2019 8:07 AM	ATI NAPA	Viewed
4/26/2019 1:52 PM	Loxia Technologies Inc.	Viewed
4/26/2019 1:52 PM	Loxia Technologies Inc.	Viewed
4/26/2019 1:53 PM	Loxia Technologies Inc.	Downloaded
4/26/2019 1:53 PM	Loxia Technologies Inc.	Downloaded
4/28/2019 1:05 PM	RJ Young	Downloaded
4/28/2019 1:05 PM	RJ Young	Viewed
4/29/2019 12:16 PM	Pensacola Concrete Construction Co., Inc.	Viewed
4/29/2019 12:17 PM	Pensacola Concrete Construction Co., Inc.	Downloaded
5/7/2019 10:59 AM	Air Power Services Inc.	Viewed
5/7/2019 10:59 AM	Air Power Services Inc.	Viewed
5/7/2019 10:59 AM	Air Power Services Inc.	Downloaded
5/7/2019 10:59 AM	Air Power Services Inc.	Downloaded

Event Date	Company Name	Event
5/7/2019 11:55 AM	Air Tool Company, Inc.	Viewed
5/7/2019 11:57 AM	Air Tool Company, Inc.	Downloaded
5/8/2019 8:12 AM	Tech Advanced Computers, Inc.	Viewed
5/8/2019 8:12 AM	Tech Advanced Computers, Inc.	Viewed
5/8/2019 8:12 AM	Tech Advanced Computers, Inc.	Downloaded
5/8/2019 8:12 AM	Tech Advanced Computers, Inc.	Downloaded
5/8/2019 3:26 PM	ACE Hardware of Gulf Breeze	Viewed
5/9/2019 9:27 AM	Duggins Services, Inc	Downloaded
5/9/2019 9:27 AM	Duggins Services, Inc	Downloaded
5/9/2019 9:28 AM	Duggins Services, Inc	Viewed
5/9/2019 9:28 AM	Duggins Services, Inc	Viewed
5/9/2019 2:22 PM	Lum Davenport Construction inc	Viewed
5/10/2019 7:17 PM	onvia	Downloaded
5/10/2019 7:17 PM	onvia	Downloaded
5/11/2019 6:20 PM	Bear Communications, Inc. (aka Bearcom)	Viewed
5/14/2019 2:48 PM	The Wallace Company	Viewed
5/15/2019 4:23 AM	School Wholesale Supplies LLC	Viewed
5/15/2019 12:43 PM	Construction Bid Source	Downloaded
5/20/2019 9:11 PM	Eternity Lawncare LLC	Viewed
5/21/2019 11:50 AM	Carbyne, Inc.	Viewed

Event Date	Company Name	Event
5/21/2019 11:55 AM	Carbyne, Inc.	Downloaded
5/22/2019 7:20 AM	ConstructConnect	Viewed
5/22/2019 8:13 AM	fl research inc.	Viewed
5/22/2019 8:14 AM	fl research inc.	Downloaded
5/22/2019 2:02 PM	Uniti Fiber, LLC	Viewed
5/22/2019 2:02 PM	Uniti Fiber, LLC	Downloaded
5/22/2019 10:01 PM	Convergeone	Viewed
5/22/2019 10:01 PM	Convergeone	Downloaded
5/25/2019 12:28 AM	Dodge Data & Analytics	Downloaded
5/27/2019 2:18 AM	Construction Bid Source	Viewed
5/27/2019 10:23 AM	Gulf Coast Environmental Contractors, Inc.	Viewed
5/27/2019 10:23 AM	Gulf Coast Environmental Contractors, Inc.	Viewed
5/27/2019 10:23 AM	Gulf Coast Environmental Contractors, Inc.	Downloaded
5/27/2019 10:23 AM	Gulf Coast Environmental Contractors, Inc.	Downloaded
5/27/2019 1:17 PM	onvia	Viewed
5/27/2019 1:17 PM	onvia	Viewed
5/30/2019 10:57 AM	CES Team One Communications	Viewed
5/30/2019 10:57 AM	CES Team One Communications	Viewed
5/30/2019 10:57 AM	CES Team One Communications	Downloaded
5/30/2019 10:57 AM	CES Team One Communications	Downloaded

Event Date	Company Name	Event
6/3/2019 11:56 PM	Construction Journal	Viewed
6/3/2019 11:56 PM	Construction Journal	Viewed
6/4/2019 12:02 AM	Construction Journal	Downloaded
6/4/2019 12:02 AM	Construction Journal	Downloaded
6/10/2019 8:46 AM	Motorola Solutions	Viewed
6/10/2019 9:05 AM	Motorola Solutions	Downloaded
6/11/2019 12:53 PM	ConstructConnect	Downloaded
7/8/2019 2:00 PM	AT&T	Viewed
7/8/2019 2:02 PM	AT&T	Downloaded
7/10/2019 8:06 AM	Dodge Data & Analytics	Viewed
7/10/2019 1:47 PM	ConstructConnect	Viewed

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16496 **County Administrator's Report 12. 44.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/18/2019
Issue: Innerarity Island Sewer Material Purchase
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase Order for PD 16-17.007, Innerarity Island Sewer Material Purchase - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the issuance of, and authorize the County Administrator to sign, a Purchase Order to Morrow Water Technologies, Inc., in the amount of $154,690, for the purchase of 62 Grinder Pump Stations for the Innerarity Island Sewer Project, PD 16-17.007, at a unit cost of $2,495.

[Funding: Fund 352, "IIDC Grant," Cost Center 110211, Object Code 56301]

BACKGROUND:

The Invitation to Bid PD16-17.007, was advertised in the Pensacola News Journal on Monday, October 24, 2016. One bid was received on Tuesday, November 15, 2016.

These materials (grinder pump stations) are for the upgrade of the Innerarity Island sewer system. The Innerarity Island water and sewer system has been turned over to the County as the receiver of the system, as the Innerarity Point Development Corporation has gone bankrupt. Emerald Coast Utilities Authority (ECUA) has agreed to accept the water and sewer system after certain repairs are made as recommended by the their engineering consultant. These grinder pump stations have been identified by ECUA as materials which could be pre-purchased.

The materials are being pre-purchased ahead of a sewer construction project because we are trying to encumber an initial DEP Grant by the end of the calendar year. Our Grant consultant has advised us that this would allow securing a second Grant in the most expeditious manner. The next Grant will include a construction contract to make repairs to the sewer system.

100 Grinders were approved on December 8, 2016, CAR II-30.

BUDGETARY IMPACT:
Fund 352, "IIDC Grant ", Cost Center 110211, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:
The Office of Purchasing will issue the Purchase Order.

Attachments

Bid Tabulation
Original Solicitation
Original Recommendation
Bid Submittal

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Innerarity Island Sewer Material Purchase BID # PD 16-17.007**						
Bid Opening Time: 3:00 pm CST Bid Opening Date: November 15, 2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addendum	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Fed. Forms and Certifications	Bid Amount
Morrow Water Technologies, Inc.	X	X	X	X	X	X	$311,875.00
							$2,495/ea.
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager		DATE: November 15, 2016				
BIDS TABULATED BY:			DATE: November 15, 2016				
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate		DATE: November 15, 2016				

UNDER REVIEW

CAR II DATE **BOCC 12/08/2016 DATE**

The Purchasing Manager recommends to the BCC: To award a Purchase Order to Morrow Water Technologies Inc. in the amount of $249,500 for 100 units @ $2,495.each

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes: _____

Posted on 11/282016 @ 4:00 am, CST CS/ah

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

INNERARITY ISLAND SEWER MATERIAL PURCHASE

SPECIFICATION NUMBER PD 16-17.007
BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, TUESDAY, November 15, 2016
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Douglas Underhill
Lumon J. May

From:
Claudia Simmons
Purchasing Manager

Assistance:
Claudia Simmons, Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4987
Fax: (850) 595-4805

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
IINNERARITY ISLAND SEWER MATERIAL PURCHASE
SPECIFICATION PD 16-17.007

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND BID FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- ANTI-LOBBYING CERTIFICATE
- DISCLOSURE OF LOBBYING ACTIVITIES IF APPLICABLE
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, COFFEE CREEK BRIDGE REPLACEMENT (BEULAH LANDFILL), NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

INNERARITY ISLAND SEWER MATERIAL PURCHASE
PD 16-17.007

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Claudia Simmons
Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
Innerarity Island Sewer Material Purchase

SOLICITATION NUMBER: PD 16-17.007

SOLICITATION

MAILING DATE: Monday, October 24, 2016
PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, TUESDAY, November 15, 2016 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
EMAIL _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

BID FORM
PD16-17.007

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date:_____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price

QTY of 125 Grinder Pump Stations $_____each Total $_____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration NA_____

Expiration Date:_____

Person to contact regarding this bid
_____

_____

_____

Person to contact for emergency service:
_____

Phone _____

Email _____

County Permits/Fees required for this project:

Permit	Cost
N/A	

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The grinder pump stations shall be delivered to the Escambia County Road Department on Highway 297A, Cantonment, Florida 32535 NO EARLIER THAN JULY 31, 2017 AND NO LATER THAN SEPTEMBER 30, 2017.

Liquidated damages of $500 each day will be assessed for each day that delivery of material is delayed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontract Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity

crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

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, 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 bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip:_____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA 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 Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

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. **Manufacturers' 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. **Nonconformance 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**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

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, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.007, Innerarity Island Sewer Material Purchase Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number PD16-17.007 and Innerarity Island Sewer Material Purchase

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

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

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 officials, 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.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 canceled.

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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

General Summary

1. **Scope of Work;**

Materials are being pre-purchased to facilitate encumbering a FDEP $1,000,000 grant. Additional grant funding can be obtained once the initial grant funding has been encumbered. The initial grant scope includes both water and sewer projects. The water project including design will be encumbered by the end of December, 2016. While the sewer design and contract will be completed sometime in 2017, there are sufficient funds remaining in the initial grant to pre-purchase sewer materials ahead of the contract to install them. We have been working closely with ECUA to ensure the proper specifications and quantities are appropriate for the future sewer project.
Specifically, 125 grinder pump stations shall be purchased per the attached specification. The grinder pump station shall be delivered to the Escambia County Road Department on Highway 297A, Cantonment, Florida 32535. The grinder pump stations shall be delivered AFTER July 30, 2017 AND NO LATER THAN SEPTEMBER 30, 2017.
The grinder pump stations shall be as manufactured by Eone or equal.
Environment One Corporation
2773 Balltown Road
Niskayuna, NY 12309-1090
Voice: 518.346.6161 Fax: 518.346.6188
eone@eone.com

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s)

will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds – N/A

4. **Questions**

Questions may be directed Claudia Simmons, Manager. Phone: (850) 595-4987; Fax: (850) 595-4805, e-mail: casimmons@myescambia.com. Last day for questions 5:00 p.m. CDT, November 8, 2016

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference –N/A**

7. L**iquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$500** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

1. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County. Material is to be delivered to the Escambia County Road Department on Highway 297A, Cantonment, Florida 32535.

2. **Delivery**

Delivery shall be no EARLIER than July 31, 2017 AND NO LATER THAN SEPTEMBER 30, 2017. Offers submitted which fail to meet this requirement shall be cause for rejection.

Failure of the awarded vendor to meet this delivery requirement shall be result in default and immediate termination of the purchase order or contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

3. 12. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the bid form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

4. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and

performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

5. **Equivalents/Samples**

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit a sample detailed specifications to the Office of Purchasing for evaluation purposes 10 days prior to the solicitation opening. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet. **All samples shall be identified by vendor name and solicitation number.**

6. **Samples/ Demonstrations**

Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the County. **All samples shall be identified by vendor name and solicitation number.**

7. **Equipment/Service**

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid form.

8. **Manuals**

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

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

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such

notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses 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 by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best 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 contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 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.

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

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence 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 employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form 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 (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor 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.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

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

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. 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.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and 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.

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 liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4805

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

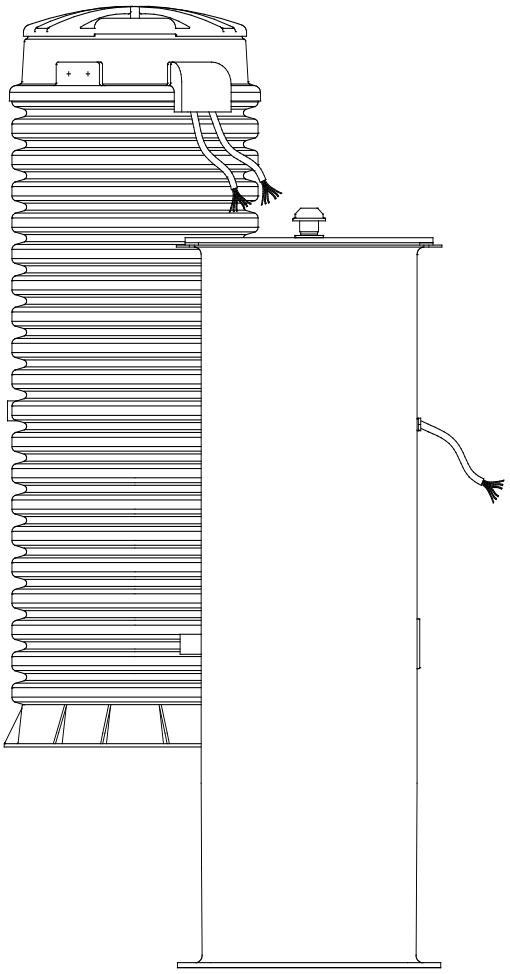
Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, 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, 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 done by Contractor under this Agreement 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 County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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 if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy



Wetwell Grinder Pump Station with Wired Level Sensor

Typical Specifications

Semi-Positive Displacement Type Grinder Pump Stations

SECTION: GRINDER PUMP STATIONS

1.0 General

1.01 GENERAL DESCRIPTION: The **MANUFACTURER** shall furnish complete factory-built and tested grinder pump unit(s), each consisting of a grinder pump core suitably mounted on an integral stand of stainless steel, tank, electrical quick disconnect (NEMA 6P), pump removal harness, discharge assembly/shut-off valve, anti-siphon valve/check valve assembly, electrical alarm assembly and all necessary internal wiring and controls. For ease of serviceability, all pump motor/grinder units shall be of like type and horsepower throughout the system.

1.02 SUBMITTALS: After receipt of notice to proceed, the **MANUFACTURER** shall furnish a minimum of six sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The **ENGINEER** shall promptly review this data, and return two copies as accepted, or with requested modifications. Upon receipt of accepted shop drawings, the **MANUFACTURER** shall proceed immediately with fabrication of the equipment.

1.03 MANUFACTURER: Grinder pump stations, complete with all appurtenances, form an integral system, and as such, shall be supplied by one grinder pump station manufacturer. The **CONTRACTOR** shall be responsible for the satisfactory operation of the entire system. The equipment specified shall be a product of a company experienced in the design and manufacture of grinder pumps for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of grinder pump replacement parts. The **MANUFACTURER** shall provide, upon request, a reference and contact list from ten of its largest contiguous grinder pump installations of the type of grinder pumps described within this specification.

Attention is directed to the fact that the drawings and overall system design are based on a particular piece of equipment from a particular manufacturer. These specifications are intended to provide guidelines for standard equipment of a recognized manufacturer who already meets all the requirements of this specification.

1.03a ALTERNATE EQUIPMENT: In the event that the **CONTRACTOR** or another supplier proposes an Alternate to the specified **MANUFACTURER**, the **ENGINEER** recognizes that it will be difficult to conform to certain details of this Specification due to different manufacturing techniques or grinder pump station designs. If proposing an Alternate, the **CONTRACTOR** (supplier) must submit, no less than 15 business days in advance of the bid date, a complete description of any changes that will be necessary to the system design, a complete submittal package as outlined in Section 1.02 SUBMITTALS, a system hydraulic analysis based on the proposed pump (including pipe sizes, flows, velocities, retention times and number and location of recommended valves and cleanouts, if any), a list of exceptions to this specification, and demonstration of compliance to Section 1.04 EXPERIENCE CLAUSE of this specification. The **CONTRACTOR** (supplier) must also complete the Manufacturer Disclosure Statement found at the end of this specification. This information must be submitted to the **ENGINEER** for pre-approval of the alternate equipment being proposed and determination of compliance with these Contract Documents. If the equipment differs materially or differs from the dimensions given on the Drawings, the **CONTRACTOR** (supplier) shall submit complete drawings showing elevations, dimensions, or any necessary changes to the Contract Documents for the proposed equipment and its installation. Pre-approval, if granted, will be provided in writing by the **ENGINEER** to the **CONTRACTOR** (supplier) at least five business days in advance of the bid date. If the **ENGINEER'S** approval is obtained for Alternate Equipment, the **CONTRACTOR** (supplier) must make any needed changes in the structures, system design, piping or electrical systems necessary to accommodate the proposed equipment at the expense of the **CONTRACTOR** (supplier).

1.04 EXPERIENCE CLAUSE: The equipment furnished hereunder shall be the product of a company experienced in the design and manufacture of grinder pumps specifically designed for use in low pressure systems. All manufacturers proposing equipment for this project shall have at least 10 years of

experience in the design and manufacture of units of identical size(s) and performance to the specified units. All manufacturers proposing equipment for this project must also have not less than 500 successful installations of low pressure sewer systems utilizing grinder pumps of like type to the grinder pumps specified herein. An installation is defined as a minimum of 25 pumps discharging into a common force main which forms a low pressure sewer system. The **CONTRACTOR** (supplier) proposing alternate equipment shall also submit, as part of the bid schedule, an installation list with contact person(s), phone number(s) and date(s) of at least 10 installations of the type of pump specified herein that have been in operation for at least 10 years.

In lieu of this experience clause, the **CONTRACTOR** (supplier) of alternate equipment will be required to submit a 5-year performance bond for 100 percent of the stipulated cost of the equipment as bid and as shown in the Bid Schedule. This performance bond will be used to guarantee the replacement of the equipment in the event that it fails within the bond period.

1.05 OPERATING CONDITIONS: The pumps shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG), 11 GPM against a rated total dynamic head of 92 feet (40 PSIG), and 7.8 GPM against a rated total dynamic head of 185 feet (80 PSIG). The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head.

1.06 WARRANTY: The grinder pump **MANUFACTURER** shall provide a part(s) and labor warranty on the complete station and accessories, including, but not limited to, the panel for a period of 24 months after notice of **OWNER'S** acceptance, but no greater than 27 months after receipt of shipment. Any manufacturing defects found during the warranty period will be reported to the **MANUFACTURER** by the **OWNER** and will be corrected by the **MANUFACTURER** at no cost to the **OWNER**.

1.07 WARRANTY PERFORMANCE CERTIFICATION: As a bid certification requirement, each bidder shall provide with their bid schedule a Warranty Performance Certification statement executed by the most senior executive officer of the grinder pump **MANUFACTURER**, which certifies a minimum of a 24-month warranty. They must further detail any exclusions from the warranty or additional cost items required to maintain the equipment in warrantable condition, including all associated labor and shipping fees, and certify that the **MANUFACTURER** will bear **all** costs to correct any original equipment deficiency for the effective period of the warranty. All preventive maintenance type requirements shall be included in this form as exclusions. These requirements include, but are not limited to, unjamming of grinder mechanism, periodic motor maintenance, and periodic cleaning of liquid level controls. Should the **CONTRACTOR** (supplier) elect to submit a performance bond in lieu of the experience clause outlined above, this Warranty Performance Certification shall also be used as a criterion to evaluate the **CONTRACTOR'S** (supplier's) performance over the warranty period. A Warranty Performance Certification form is included with the bid schedule and must be completed and submitted as part of the bid package. Bids with incomplete forms or missing forms will be considered nonresponsive.

2.0 PRODUCT

2.01 PUMP: The pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the **progressing cavity type** with a single mechanical seal. Double radial O-ring seals are required at all casting joints to minimize corrosion and create a protective barrier. All pump castings shall be cast iron, fully epoxy coated to 8-10 mil Nominal dry thickness, wet applied. The rotor shall be through-hardened, highly polished, precipitation hardened stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. This material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance. Buna-N is not acceptable as a stator material because it does not exhibit the properties as outlined above and required for wastewater service.

2.02 GRINDER: The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The grinder impeller (cutter wheel) assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. Attachment by means of pins or keys will not be acceptable. The grinder impeller shall be a one-piece, 4140 cutter wheel of the rotating type with inductively hardened cutter

teeth. The cutter teeth shall be inductively hardened to Rockwell 50 – 60c for abrasion resistance. The shredder ring shall be of the stationary type and the material shall be white cast iron. The teeth shall be ground into the material to achieve effective grinding. The shredder ring shall have a staggered tooth pattern with only one edge engaged at a time, maximizing the cutting torque. These materials have been chosen for their capacity to perform in the intended environment as they are materials with wear and corrosive resistant properties.

This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to minimize clogging and jamming under all normal operating conditions including starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:

1. The grinder shall be positioned in such a way that solids are fed in an upward flow direction.

2. The maximum flow rate through the cutting mechanism must not exceed 4 feet per second. This is a critical design element to minimize jamming and as such must be adhered to.

3. The inlet shroud shall have a diameter of no less than 5 inches. Inlet shrouds that are less than 5 inches in diameter will not be accepted due to their inability to maintain the specified 4 feet per second maximum inlet velocity which by design prevents unnecessary jamming of the cutter mechanism and minimizes blinding of the pump by large objects that block the inlet shroud.

4. The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of “foreign objects,” such as paper, wood, plastic, glass, wipes, rubber and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/4" diameter stainless steel discharge piping.

2.03 ELECTRIC MOTOR: As a maximum, the motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, air-cooled induction type with Class F installation, low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. The motor shall be press-fit into the casting for better heat transfer and longer winding life. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc., for the application. Non-capacitor start motors or permanent split capacitor motors will not be accepted because of their reduced starting torque and consequent diminished grinding capability. The wet portion of the motor armature must be 300 Series stainless. To reduce the potential of environmental concerns, the expense of handling and disposing of oil, and the associated maintenance costs, oil-filled motors will not be accepted.

2.04 MECHANICAL SEAL: The pump/core shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

2.05 TANK: **High Density Polyethylene Construction (HDPE).** The tank shall be a wetwell design made of high density polyethylene of a grade selected for environmental stress cracking resistance. Corrugated sections are to be made of a double wall construction with the internal wall being generally smooth to promote scouring. Corrugations of the outside wall are to be of a minimum amplitude of 1-1/2" to provide necessary transverse stiffness. Any incidental sections of a single wall construction are to be a minimum .250 inch thick. All seams created during tank construction are to be thermally welded and factory tested for leak tightness. Tank wall and bottom must withstand the pressure exerted by saturated soil loading at maximum burial depth. All station components must function normally when exposed to maximum external soil and hydrostatic pressure.

The tank shall be furnished with a factory installed PVC inlet flange to accept a 4.50" OD (4" DWV or SCH 40) inlet pipe.

The tank shall include a lockable cover assembly providing low profile mounting and watertight capability. The cover shall be high density polyethylene, green in color, with a load rating of 150 lbs per square foot. The cover assembly shall also include an integral 2-inch vent to prevent sewage gases from accumulating in the tank. The accessway design and construction shall facilitate field adjustment of station height in increments of 3" or less without the use of any adhesives or sealants requiring cure time before installation can be completed.

The power and control cable shall connect to the pump by means of the provided NEMA 6P Electrical Quick Disconnect (EQD) and shall enter the tank through a factory installed watertight strain relief connector. An electrical junction box shall not be permitted in the tank.

Tank heights shall be as shown on the contract drawings.

The station shall have all necessary penetrations factory sealed and tested. No field penetrations shall be acceptable.

Fiberglass Construction. The tank shall be a wetwell design consisting of a single wall, laminated fiberglass construction. The resin used shall be of a commercial grade suitable for the environment. The reinforcing material shall be a commercial grade of glass fiber capable of bonding with the selected resin. The inner surface shall have a smooth finish and be free of cracks and crazing. The exterior tank surface shall be relatively smooth with no exposed fiber or sharp projections present.

The tank wall and bottom shall be of sufficient thickness and construction to withstand the imposed loading due to saturated soil at the specified burial depth for each available tank height. All station components must function normally when exposed to the external soil and hydrostatic pressures developed at the specified burial depth. The tank bottom shall be reinforced with a fiberglass plate extending beyond the tank walls to support concrete anchoring, as required, to prevent flotation.

The Fiberglass tank shall have a stainless steel discharge bulkhead which terminates outside the tank wall with a 1-1/4" female pipe thread. The discharge bulkhead shall be factory installed and warranted by the manufacturer to be watertight. The tank shall be furnished with a field installed EPDM grommet to accept a 4.50" OD (4" DWV or SCH 40) inlet pipe.

The power and control cable shall connect to the pump by means of the provided NEMA 6P Electrical Quick Disconnect (EQD) and shall enter the tank through a field installed watertight strain relief connector supplied by the manufacturer. An electrical junction box shall not be permitted in the tank. Installation of the inlet grommet and cable strain relief shall require field penetration of the tank wall by the installing party. The tank shall also be vented to prevent sewage gases from accumulating inside the tank by means of a factory-provided, field-installed mushroom vent. The station cover shall be factory drilled to accept the mushroom vent. The tank and stainless steel discharge bulkhead shall be factory-tested to be watertight.

Consult the contract drawings for station tank sizes (diameter and height).

2.06 DISCHARGE HOSE AND DISCONNECT/VALVE: All discharge fittings and piping shall be constructed of polypropylene, EPDM or PVC. The discharge hose assembly shall include a shut-off valve rated for 200 psi WOG and a quick disconnect feature to simplify installation and pump removal. The bulkhead penetration shall be factory installed and warranted by the manufacturer to be watertight.

2.07 ELECTRICAL QUICK DISCONNECT: The grinder pump core shall include a factory-installed NEMA 6P electrical quick disconnect (EQD) for all power and control functions. The EQD will be supplied with 32', 25' of useable, electrical supply cable (ESC) to connect to the alarm panel. The EQD shall require no tools for assembly, seal against water before the electrical connection is made, and include radial seals to assure a watertight seal regardless of tightening torque. Plug-type connections of the power cable onto the pump housing will not be acceptable due to the potential for leaks and electrical shorts.

Junction boxes are not acceptable due to the large number of potential leak points. The EQD shall be so designed to be conducive to field wiring as required.

2.08 CHECK VALVE: The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the discharge piping. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure. The valve body shall be an injection molded part made of an engineered thermoplastic resin. The valve shall be rated for continuous operating pressure of 235 psi. Ball-type check valves are unacceptable due to their limited sealing capacity in slurry applications.

2.09 ANTI-SIPHON VALVE: The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the discharge piping. Moving parts will be made of 300 Series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure. The valve body shall be injection-molded from an engineered thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices due to their tendency to clog from the solids in the slurry being pumped. The anti-siphon port diameter shall be no less than 60% of the inside diameter of the pump discharge piping.

2.10 CORE UNIT: The grinder pump station shall have an easily removable core assembly containing pump, motor, grinder, all motor controls, check valve, anti-siphon valve, electrical quick disconnect and wiring. The watertight integrity of the core unit shall be established by a 100% factory test at a minimum of 5 PSIG.

2.11 CONTROLS: All necessary motor starting controls shall be located in the cast iron enclosure of the core unit secured by stainless steel fasteners. Locating motor starting controls in a plastic enclosure is not acceptable. Wastewater level sensing controls shall be housed in a separate enclosure from motor starting controls. Level sensor housing must be sealed via a radial type seal; solvents or glues are not acceptable. Level sensing control housing must be integrally attached to pump assembly so that it may be removed from the station with the pump and in such a way as to minimize the potential for the accumulation of grease and debris accumulation, etc. Level sensing housing must be a high-impact thermoplastic copolymer over-molded with a thermo plastic elastomer. The use of PVC for the level sensing housing is not acceptable.

Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic elastomer suitable for use in wastewater and with excellent impact resistance. The air column shall have only a single connection between the water level being monitored and the pressure switch. Any connections are to be radial sealed with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily-exchanged unit. Depressing the push to run button must operate the pump even with the level sensor housing removed from the pump.

All fasteners throughout the assembly shall be 300 Series stainless steel. High-level sensing will be accomplished in the manner detailed above by a separate air column sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump ON/OFF and high-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices and their tendency to malfunction because of incorrect wiring, tangling, grease buildup, and mechanical cord fatigue. To assure reliable operation of the pressure switches, each core shall be equipped with a factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes. Tube or piping runs outside of the station tank or into tank-mounted junction boxes providing pressure switch equalization will not be permitted due to their susceptibility to condensation, kinking, pinching, and

insect infestation. The grinder pump will be furnished with a 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements with a **FACTORY INSTALLED** NEMA 6P EQD half attached to it.

2.12 STAINLESS STEEL CURB STOP/CHECK VALVE ASSEMBLY (UNI-LATERAL): The curb stop shall be pressure-tight in both directions. The ball valve actuator shall include position stop features at the fully opened and closed positions. The curb stop/check valve assembly shall be designed to withstand a working pressure of 235 psi.

The stainless steel check valve shall be integral with the curb stop valve. The check valve will provide a full-ported 1-1/4" passageway and shall introduce minimal friction loss at maximum rated flow. The flapper hinge design shall provide a maximum degree of freedom and ensure seating at low back pressure.

Engineered Thermoplastic Fittings – All plastic fitting components are to be in compliance with applicable ASTM standards.

All pipe connections shall be made using compression fitting connections including a Buna-N O-ring for sealing to the outside diameter of the pipe. A split-collet locking device shall be integrated into all pipe connection fittings to securely restrain the pipe from hydraulic pressure and external loading caused by shifting and settling.

Curb Boxes – Curb boxes shall be constructed of ABS, conforming to ASTM-D 1788. Lid top casting shall be cast iron, conforming to ASTM A-48 Class 25, providing magnetic detectability, and be painted black. All components shall be inherently corrosion-resistant to ensure durability in the ground. Curb boxes shall provide height adjustment downward (shorter) from their nominal height.

High Density Polyethylene Pipe (Supplied by others) – Pipe shall be have a working pressure of 160 psi minimum and shall be classified SDR per ASTM D 3035.

Pipe Dimensions – The SDR (Standard Dimension Ratio) of the pipe supplied shall be as specified by the **SPECIFYING ENGINEER**. SDR 7, 9 and 11 fittings are available from the **MANUFACTURER**.

Factory Test – The stainless steel, combination curb stop/check valve component shall be 100 percent hydrostatically tested to 150 psi in the factory.

Construction Practices – Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking should be in accordance with the pipe manufacturer's recommendations. The pipe should be handled in such a manner that it is not damaged by being dragged over sharp objects or cut by chokers or lifting equipment.

Segments of pipe having cuts or gouges in excess of 10 percent of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt-fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt-fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment, and fusion pressure.

Fused segments of pipe shall be handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable-type chokers should be avoided. Nylon slings are preferred. Spreader bars should be used when lifting long, fused sections. Care should be exercised to avoid cutting or gouging the pipe.

Installation – Assemble the compression fittings according to the fitting manufacturer's recommendations.

The trench and trench bottom should be constructed in accordance with ASTM D 2321. Embedment materials should be Class I, Class II or Class III materials as defined in ASTM D 2321. The use of Class

IV and/or Class V materials for embedment is not recommended and should be allowed only with the approval of the **SPECIFYING ENGINEER**. Bedding of the pipe should be performed in accordance with ASTM D 2321. Compaction should be as specified in ASTM D 2321. Deviations from the specified compaction shall be approved by the **SPECIFYING ENGINEER**.

Haunching and initial backfill should be as specified in ASTM D 2321 using Class I, Class II or Class III materials. Materials used and compaction shall be as specified by the **SPECIFYING ENGINEER**. In cases where a compaction of 85 percent Standard Proctor Density is not attainable, the **SPECIFYING ENGINEER** may wish to increase the SDR of the pipe to provide adequate stiffness. ASTM D 2321 sections titled “Minimum Cover for Load Application,” “Use of Compaction Equipment” and “Removal of Trench Protection” should apply unless directed otherwise by the **SPECIFYING ENGINEER**.

2.13 ALARM PANEL: Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic polyester to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The enclosure shall not exceed 10.5" W x 14" H x 7" D, or 12.5" W x 16" H x 7.5" D if certain options are included.

The alarm panel shall contain one 15-amp, double-pole circuit breaker for the pump core’s power circuit and one 15-amp single-pole circuit breaker for the alarm circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

The alarm panel shall include the following features: external audible and visual alarm; push-to-run switch; push-to-silence switch; redundant pump start; and high level alarm capability. The alarm sequence is to be as follows when the pump and alarm breakers are on:

1. When liquid level in the sewage wet-well rises above the alarm level, the contacts on the alarm pressure switch activate, audible and visual alarms are activated, and the redundant pump starting system is energized.

2. The audible alarm may be silenced by means of the externally mounted, push-to-silence button.

3. Visual alarm remains illuminated until the sewage level in the wet-well drops below the “off” setting of the alarm pressure switch.

The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).

The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.

(OPTIONAL) Alarm Contacts Package

- **Alarm Activated Dry Contacts** – Normally open relay contact closes upon alarm activation.

- **Alarm Activated Remote (Powered) Contacts** – Normally open contacts that close on alarm, providing 120V on high level alarm.

(OPTIONAL) Generator Receptacle and Auto Transfer – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power.

Power shall be provided to that alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).

(OPTIONAL) Service Equipment/Main Service Disconnect Breaker – A separate, internal breaker rated and approved for use as "service equipment" and acts as a main service disconnect of the grinder pump station shall be provided.

(OPTIONAL) Remote Sentry Indoor Alarm Module – A separate, remote indoor alarm module shall be provided to indicate a high level alarm with or without AC power to the grinder pump station. The Remote Sentry indoor alarm module shall have an internal power source enabling its continued operation without AC power. The Remote Sentry shall have an audible alarm and a visual alarm, both of which shall automatically reset if the high level alarm condition is eliminated. The Remote Sentry indoor alarm module shall include a Silence button for the audible alarm and a Test button.

(OPTIONAL) Run-time/Hour Meter – A run-time or hour meter to display the total run-time or operation time for the pump core shall be provided.

(OPTIONAL) Event/Cycle Counter – An event or cycle counter to display the number of operations of the pump core shall be provided.

(OPTIONAL) SENTRY SIMPLEX PROTECT
Provides protection from the following operating conditions:

- **Low Voltage (Brownout) Protection** – A lockout cycle will prevent the motor from operating and will illuminate an LED if:
  - the incoming AC Mains voltage drops below a predetermined minimum, typically 12% of nameplate (211 volts for a 240 volt system) for 2 to 3 seconds, regardless of whether the motor is running
  - the lockout cycle will end if the incoming AC Mains voltage returns to a predetermined value, typically 10% of nameplate (216 volts for a 240 volt system)

  The system continues to retest the voltage every second indefinitely. If the lockout cycle has been initiated and the voltage comes back above the predetermined starting voltage, the system will function normally. The LED remains illuminated during a Brownout condition and remains latched until the pump breaker is turned off and then on again (reset). The audible and visual alarm will not be activated unless there is a high wastewater level in the tank.

- **Run Dry Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate an LED when the wastewater level in the tank is below the pump inlet level. The condition is rechecked every 20 minutes. If the lockout cycle has been initiated and the condition is satisfied, the pump is not allowed to cycle normally but the LED remains latched. The LED will remain latched until the pump breaker is turned off and then on again (reset). If the condition is not satisfied after 3 consecutive attempts, the visual alarm will be activated until the pump breaker is turned off and on (reset) or until there is one cycle of normal operation. If a high level condition is presented at any time, a pump run cycle will be activated.

- **High System Pressure Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate an LED when the pressure in the discharge line is atypically high (closed valve or abnormal line plug). The condition is rechecked every 20 minutes. If the condition is satisfied, the pump is allowed to cycle normally but the LED remains latched. If the condition is not satisfied after 3 consecutive attempts, the pump is locked out indefinitely until the condition is removed and power is reset. The LED will remain latched until the pump breaker is turned off and then on again (reset). The audible and visual alarm will be activated.

In all of the above cases, if more than one error condition is presented, the LED depicting the most

recent error condition will be displayed.

Other included features:

- Alarm Activated Dry Contacts – Normally open relay contact closes upon alarm activation.
- Includes Inner Door Dead Front
- Separate LED's for each condition

(OPTIONAL) SENTRY SIMPLEX PROTECT PLUS:

- All Sentry Protect features (as detailed above)
- High/Low Voltage monitoring with Trouble indication
- High/Low Wattage (wattage is used instead of current because it is a better indicator of pump performance) monitoring with Trouble indication
- Extended Run Time monitoring with Trouble indication
- Cycle/Event Counter
- Run Time Counter (Hour Meter)
- Run Time Limit (time adjustable, user selected options: 10 minutes (default) to 120 minutes in 1-minute intervals
- Power-up Delay (time adjustable, user selected options: None (default), to 300 minutes in 1-minute intervals
- Alarm Delay (time adjustable, user selected options: None (default) or adjustable in 1-minute intervals
- System self-test diagnostic
- User selectable Alarm latch
- User Selectable Protect Mode disable
- User selectable buzzer timer

Specific Protect PLUS indicators and programming features shall include:

- Ready LED to indicate AC power to the station is satisfactory
- Pump Run LED to indicate pump is operating
- Trouble LED indicator and predictive Visual Alarm notification ("blinking" alarm lamp; clears on Normal cycle)
- High Level Alarm LED indicator
- Manual Run switch to manually activate pump
- Menu-driven programmable controller with navigation overlay-type buttons (Enter, Scroll, Up, Down)
- Normal Operation LED and Mode button for Mode status
- Pump Performance menu LED with LCD Display of the following pump performance statistics:
    - Real-time Voltage
    - Real-time Amperage
    - Real-time Wattage
    - Minimum/Maximum/Average Voltage
    - Minimum/Maximum/Average Amperage
    - Minimum/Maximum/Average Wattage
    - Minimum/Maximum Run-time
    - Average Run-time
    - Last Run-time
    - Cycle/Event Counter
    - Run Time Counter (Hour Meter)
- Diagnostics Menu LED
- Initialize System Menu LED
- Run Limit Menu LED
- Alarm Delay Menu LED
- Power Delay Menu LED

DUPLEX STATIONS

MOD T260 DUPLEX:

Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The standard enclosure shall not exceed 12.5" W x 16" H x 7.5" D.

The panel shall contain one 15-amp single pole circuit breaker for the alarm circuit and one 15-amp double pole circuit breaker per core for the power circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).

The high-level alarm system shall operate as follows:

1. The panel will go into alarm mode if either pump's alarm switch closes. During the initial alarm mode both pumps will run and the alarm light and buzzer will be delayed for a period of time based on user settings (default is 3-1/2 minutes). If the station is still in high-level alarm after the delay, the light and buzzer will be activated.
2. The audible alarm may be silenced by means of the externally mounted push-to-silence button.
3. The visual alarm remains illuminated until the sewage level in the wet well drops below the "off" setting of the alarm switch for both pumps.

The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.

(OPTIONAL) Generator Receptacle and Auto Transfer – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power. Power shall be provided to the alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).

(OPTIONAL) Service Equipment/Main Service Disconnect Breaker – A separate, internal breaker rated and approved for use as "service equipment" and acts as a main service disconnect of the grinder pump station shall be provided.

(OPTIONAL) Remote Sentry Indoor Alarm Module – A separate, remote indoor alarm module shall be provided to indicate a high level alarm with or without AC power to the grinder pump station. The Remote Sentry indoor alarm module shall have an internal power source enabling its continued operation without AC power. The Remote Sentry shall have an audible alarm and a visual alarm, both of which shall automatically reset if the high level alarm condition is eliminated. The Remote Sentry indoor alarm module shall include a Silence button for the audible alarm and a Test button.

(OPTIONAL) Run-time/Hour Meter – A run-time or hour meter to display the total run-time or operation time for the pump core shall be provided.

(OPTIONAL) Event/Cycle Counter – An event or cycle counter to display the number of operations of

the pump core shall be provided.

(OPTIONAL) External Autodialer –

- Four separate voice message alarm zones
- Calls up to 8 telephones, cell phones or pagers
- Built-in line seizure
- Remote Turn Off feature allows termination of activated channel
- EEPROM Memory retains program despite power loss
- Listen-in verification and communication
- Universal dial tone
- Built-in auxiliary output to drive external siren, strobe or relay
- Five optional settings for notifications of a power loss occurrence — instantaneous, 15 minutes, 2 hours, 12 hours or 24 hours.
- One channel for power-loss sensing, three hardwired channels for additional input
- Dialer senses loss of power and based on setting; will notify parties of loss condition only when specified time has elapsed
- If power restores before set time has elapsed, no call will be made
- Package includes battery backup and transformer

DUPLEX PROTECT PLUS:

Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The standard enclosure shall not exceed 12.5" W x 16" H x 7.5" D.

The panel shall contain one 15-amp single pole circuit breaker for the alarm circuit and one 15-amp double pole circuit breaker per core for the power circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).

The high-level alarm system shall operate as follows:

1. The panel will go into alarm mode if either pump's alarm switch closes. During the initial alarm mode both pumps will run and the alarm light and buzzer will be delayed for a period of time based on user settings (default is 3-1/2 minutes). If the station is still in high-level alarm after the delay, the light and buzzer will be activated.
2. The audible alarm may be silenced by means of the externally mounted push-to-silence button.
3. The visual alarm remains illuminated until the sewage level in the wet well drops below the "off" setting of the alarm switch for both pumps.

The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.

Contains the following features:

- **Alarm Activated Dry Contacts** – Normally open relay contact closes upon alarm activation.

- **Includes Inner Door Dead Front**

- **Separate LED's for each condition**

Provides protection from the following operating conditions:

- **Low Voltage (Brownout) Protection** – A lockout cycle will prevent the motor from operating and will illuminate the Trouble LED if:
  - the incoming AC Mains voltage drops below a predetermined minimum, typically 12% of nameplate (211 volts for a 240 volt system) for 2 to 3 seconds, regardless of whether the motor is running
  - the lockout cycle will end if the incoming AC Mains voltage returns to a predetermined value, typically 10% of nameplate (216 volts for a 240 volt system).

  The system continues to retest the voltage every second indefinitely. If the lockout cycle has been initiated and the voltage comes back above the predetermined starting voltage, the system will function normally. The Trouble LED remains illuminated during a Brownout condition and a corresponding Brownout message will be displayed on the LCD screen. The LED will turn off when the Brownout condition ends and the LCD message remains latched until the panel is reset. The audible and visual alarm will not be activated unless there is a high wastewater level in the tank.

- **Run Dry Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate the Trouble LED when the wastewater level in the tank is below the pump inlet shroud. A corresponding Run Dry message will be displayed on the LCD screen. The condition is rechecked every 20 minutes and the LCD message remains latched. If the condition is satisfied, the pump is allowed to cycle normally and the Trouble LED will go out, but the LCD message remains latched. The LCD message will remain latched until the panel is reset. If the condition is not satisfied after 3 consecutive attempts, the visual alarm will be activated until the panel is reset or until there is one cycle of normal operation. If a high level condition is presented at any time, a pump run cycle will be activated.

- **High System Pressure Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate the Trouble LED when the pressure in the discharge line is atypically high (closed valve or abnormal line plug). A corresponding Overpressure message will be displayed on the LCD screen. The condition is rechecked every 20 minutes. If the condition is satisfied, the pump is allowed to cycle normally and the Trouble LED will turn off, but the LCD message remains latched. The LCD message will remain latched until the panel is reset. If the condition is not satisfied after 3 consecutive attempts, the pump is locked out indefinitely and the audible and visual alarm will be activated. The LCD message and alarms will remain latched until the condition is removed and the panel is reset.

In all of the above cases, if more than one error condition is presented, the LCD message depicting the most recent error condition will be displayed.

PROTECT PLUS FEATURES:

- High/Low Voltage monitoring with Trouble indication
- High/Low Wattage (wattage is used instead of current because it is a better indicator of pump performance) monitoring with Trouble indication
- Extended Run Time monitoring with Trouble indication
- Cycle/Event Counter
- Run Time Counter (Hour Meter)
- Run Time Limit — time adjustable, user-selected options: 10 minutes (default) to 120 minutes in 1-minute intervals
- Power-up Delay — time adjustable, user-selected options: None (default), to 300 minutes in 1-minute intervals
- Alarm Delay — time adjustable, user-selected options: zero to 10 minutes in 30-second increments; 4 minutes is default

- System self-test diagnostic
- User-selectable Alarm latch
- User-selectable Protect Mode disable
- User-selectable buzzer timer

Specific Duplex Protect PLUS indicators and programming features shall include:

- Ready LED to indicate AC power to the station is satisfactory
- Pump Run LED to indicate pump is operating (LCD indicates which pump is running)
- Trouble LED indicator and predictive Visual Alarm notification ("blinking" alarm lamp; clears on Normal cycle)
- High Level Alarm LED indicator (LCD indicates which pump is in alarm)
- Manual Run switch to manually activate pumps
- Lead/Lag indication (LCD indicates which pump is lead)
- Menu-driven programmable controller with navigation overlay-type buttons (Enter, Scroll, Up, Down)
- Normal Operation LED and Mode button for Mode status
- Pump Performance menu LED with LCD display of the following pump performance statistics:
    - Real-time Voltage
    - Real-time Amperage
    - Real-time Wattage
    - Minimum/Maximum/Average Voltage
    - Minimum/Maximum/Average Amperage
    - Minimum/Maximum/Average Wattage
    - Minimum/Maximum Run-time
    - Average Run-time
    - Last Run-time
    - Cycle/Event Counter
    - Run Time Counter (Hour Meter)
- Diagnostics Menu LED
- Initialize System Menu LED
- Run Limit Menu LED
- Alarm Delay Menu LED
- Power Delay Menu LED
- Pump alternating options (no alternation, adjustable time based and test)
- Pump alternating time options — 24 hours to 72 hours in 12-hour increments

(OPTIONAL) Generator Receptacle and Auto Transfer – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power. Power shall be provided to the alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).

(OPTIONAL) Service Equipment/Main Service Disconnect Breaker – A separate, internal breaker that is rated and approved for use as "service equipment" and acts as a main service disconnect of the grinder pump station shall be provided.

(OPTIONAL) Remote Sentry Indoor Alarm Module – A separate, remote indoor alarm module shall be provided to indicate a high level alarm with or without AC power to the grinder pump station. The Remote Sentry indoor alarm module shall have an internal power source enabling its continued operation without AC power. The Remote Sentry shall have an audible alarm and a visual alarm, both of which shall automatically reset if the high level alarm condition is eliminated. The Remote Sentry indoor alarm module shall include a Silence button for the audible alarm and a Test button.

(OPTIONAL) External Autodialer –

- Four separate voice message alarm zones
- Calls up to 8 telephones, cell phones or pagers
- Built-in line seizure
- Remote Turn Off feature allows termination of activated channel
- EEPROM Memory retains program despite power loss
- Listen-in verification and communication
- Universal dial tone
- Built-in auxiliary output to drive external siren, strobe or relay
- Five optional settings for notifications of a power loss occurrence — instantaneous, 15 minutes, 2 hours, 12 hours or 24 hours
- One channel for power-loss sensing, three hardwired channels for additional input
- Dialer senses loss of power and based on setting; will notify parties of loss condition only when specified time has elapsed
- If power restores before set time has elapsed, no call will be made
- Package includes battery backup and transformer

2.14 SERVICEABILITY: The grinder pump core, including level sensor assembly, shall have two lifting hooks complete with lift-out harness connected to its top housing to facilitate easy core removal when necessary. The level sensor assembly must be easily removed from the pump assembly for service or replacement. All mechanical and electrical connections must provide easy disconnect capability for core unit removal and installation. Each EQD half must include a water-tight cover to protect the internal electrical pins while the EQD is unplugged. A pump push-to-run feature will be provided for field trouble shooting. The push-to-run feature must operate the pump even if the level sensor assembly has been removed from the pump assembly. All motor control components shall be mounted on a readily replaceable bracket for ease of field service.

2.15 OSHA CONFINED SPACE: All maintenance tasks for the grinder pump station must be possible without entry into the grinder pump station (as per OSHA 1910.146 Permit-required confined spaces). *"Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space."*

2.16 SAFETY: The grinder pump shall be free from electrical and fire hazards as required in a residential environment. As evidence of compliance with this requirement, the completely assembled and wired grinder pump station shall be listed by Underwriters Laboratories, Inc., to be safe and appropriate for the intended use. UL listing of components of the station, or third-party testing to UL standard are not acceptable.

The grinder pump shall meet accepted standards for plumbing equipment for use in or near residences, shall be free from noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low pressure sewer system applications. As evidence of compliance with this requirement, the grinder pump shall bear the seal of NSF International. Third-party testing to NSF standard is not acceptable.

3.0 EXECUTION

3.01 FACTORY TEST: Each grinder pump shall be submerged and operated for 1.5 minutes (minimum). Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge assembly and each unit's dedicated level controls and motor controls. All factory tests shall incorporate each of the above listed items. Actual appurtenances and controls which will be installed in the field shall be particular to the tested pump only. A common set of appurtenances and controls for all pumps is not acceptable. Certified test results shall be available upon request showing the operation of each grinder pump at two different points on its curve. Additional validation tests include: integral level control performance, continuity to ground and acoustic tests of the rotating components.

The **ENGINEER** reserves the right to inspect such testing procedures with representatives of the **OWNER,** at the **GRINDER PUMP MANUFACTURER'S** facility.

All HDPE basins shall be factory leak tested to assure the integrity of all joints, seams and penetrations. All necessary penetrations such as inlets, discharge fittings and cable connectors shall be included in this test along with their respective sealing means (grommets, gaskets etc.). Fiberglass basins with stainless steel discharge bulkhead shall be factory tested to be watertight.

3.02 CERTIFIED SERVICE PROGRAM: The grinder pump **MANUFACTURER** shall provide a program implemented by the **MANUFACTURER'S** personnel as described in this specification to certify the service company as an authorized serviced center. As evidence of this, the **MANUFACTURER** shall provide, when requested, sufficient evidence that they have maintained their own service department for a minimum of 30 years and currently employ a minimum of five employees specifically in the service department.

As part of this program, the **MANUFACTURER** shall evaluate the service technicians as well as the service organization annually. The service company will be authorized by the **MANUFACTURER** to make independent warranty judgments. The areas covered by the program shall include, as a minimum:

1. Pump Population Information — The service company will maintain a detailed database for the grinder pumps in the territory that tracks serial numbers by address.

2. Inventory Management — The service company must maintain an appropriate level of inventory (pumps, tanks, panels, service parts, etc.) including regular inventory review and proper inventory labeling. Service technicians will also maintain appropriate parts inventory and spare core(s) on service vehicles.

3. Service Personnel Certification — Service technicians will maintain their level-specific certification annually. The certifications are given in field troubleshooting, repair, and training.

4. Service Documentation and Records — Start up sheets, service call records, and customer feedback will be recorded by the service company.

5. Shop Organization — The service company will keep its service shop organized and pumps will be tagged with site information at all times. The shop will have all required equipment, a test tank, and cleaning tools necessary to service pumps properly.

3.03 DELIVERY: All grinder pump core units, including level controls, will be delivered to the job site 100 percent completely assembled, including testing, ready for installation. Grinder pump cores will be shipped separately from the tanks. Installing the cores and discharge piping/hose into the tanks is the only assembly step required and allowed due to the workmanship issues associated with other on-site assembly. Grinder pump cores must be boxed for ease of handling.

3.04 INSTALLATION: Earth excavation and backfill are specified under **SITE WORK**, but are also to be done as a part of the work under this section, including any necessary sheeting and bracing.

The **CONTRACTOR** shall be responsible for handling ground water to provide a firm, dry subgrade for the structure, and shall guard against flotation or other damage resulting from general water or flooding.

The grinder pump stations shall not be set into the excavation until the installation procedures and excavation have been approved by the **ENGINEER**.

Remove packing material. User instructions MUST be given to the **OWNER**. Hardware supplied with the unit, if required, will be used at installation. The basin will be supplied with a standard 4" inlet

grommet (4.50" OD) for connecting the incoming sewer line. Appropriate inlet piping must be used. The basin may not be dropped, rolled or laid on its side for any reason.

Installation shall be accomplished so that 1 inch to 4 inches of accessway, below the bottom of the lid, extends above the finished grade line. The finished grade shall slope away from the unit. The diameter of the excavated hole must be large enough to allow for the concrete anchor.

A 6" inch (minimum) layer of naturally rounded aggregate, clean and free flowing, with particle size of not less than 1/8" or more than 3/4" shall be used as bedding material under each unit.

A concrete anti-flotation collar, as detailed on the drawings, and sized according to the manufacturer's instructions, shall be required and shall be pre-cast to the grinder pump or poured in place. Each grinder pump station with its pre-cast anti-flotation collar shall have a minimum of three lifting eyes for loading and unloading purposes.

If the concrete is poured in place, the unit shall be leveled, and filled with water, to the bottom of the inlet, to help prevent the unit from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a level higher than the inlet piping, an 8" sleeve is required over the inlet prior to the concrete being poured.

The **CONTRACTOR** will provide and install a 4-foot piece of 4-inch SCH 40 PVC pipe with water tight cap, to stub-out the inlet for the property owners' installation contractor, as depicted on the contract drawings.

A lateral assembly or redundant check valve is required to be installed in the pipe lateral outside the home between the pump discharge and the street main on all installations.

The electrical enclosure shall be furnished, installed and wired to the grinder pump station by the **CONTRACTOR**. An alarm device is required on every installation, there shall be **NO EXCEPTIONS**. It will be the responsibility of the **CONTRACTOR** and the **ENGINEER** to coordinate with the individual property owner(s) to determine the optimum location for the alarm panel.

The **CONTRACTOR** shall mount the alarm device in a conspicuous location, as per national and local codes. The alarm panel will be connected to the grinder pump station by a length of 6-conductor type TC cable as shown on the contract drawings. The power and alarm circuits must be on separate power circuits. The grinder pump stations will be provided with 32 feet, 25 feet of useable, electrical supply cable to connect the station to the alarm panel. This cable shall be supplied with a **FACTORY INSTALLED** EQD half to connect to the mating EQD half on the core.

3.05 BACKFILL REQUIREMENTS: Proper backfill is essential to the long-term reliability of any underground structure. Several methods of backfill are available to produce favorable results with different native soil conditions. The most highly recommended method of backfilling is to surround the unit to grade using Class I or Class II backfill material as defined in ASTM 2321. Class 1A and Class 1B are recommended where frost heave is a concern; Class 1B is a better choice when the native soil is sand or if a high, fluctuating water table is expected. Class 1, angular crushed stone, offers an added benefit in that it doesn't need to be compacted.

Class II, naturally rounded stone, may require more compactive effort, or tamping, to achieve the proper density. If the native soil condition consists of clean compactible soil, with less than 12% fines, free of ice, rocks, roots and organic material, it may be an acceptable backfill. Soil must be compacted in lifts not to exceed one foot to reach a final Proctor Density of between 85% and 90%. Heavy, non-compactible clays and silts are not suitable backfill for this or any underground structure such as inlet or discharge lines.

If you are unsure of the consistency of the native soil, it is recommended that a geotechnical evaluation of the material is obtained before specifying backfill.

Another option is the use of a flowable fill (i.e., low slump concrete). This is particularly attractive when installing grinder pump stations in augured holes where tight clearances make it difficult to assure

proper backfilling and compaction with dry materials. Flowable fills should not be dropped more than four feet from the discharge to the bottom of the hole to avoid separation of the constituent materials.

Backfill of clean, native earth, free of rocks, roots, and foreign objects, shall be thoroughly compacted in lifts not exceeding 12" to a final Proctor Density of not less than 85%. Improper backfilling may result in damaged accessways. The grinder pump station shall be installed at a minimum depth from grade to the top of the 1 1/4" discharge line, to assure maximum frost protection. The finish grade line shall be 1" to 4" below the bottom of the lid, and final grade shall slope away from the grinder pump station.

All restoration will be the responsibility of the **CONTRACTOR**. Per unit costs for this item shall be included in the **CONTRACTOR'S** bid price for the individual grinder pump station. The properties shall be restored to their original condition in all respects, including, but not limited to, curb and sidewalk replacement, landscaping, loaming and seeding, and restoration of the traveled ways, as directed by the **ENGINEER**.

3.06 START-UP AND FIELD TESTING: The **MANUFACTURER** shall provide the services of qualified factory trained technician(s) who shall inspect the placement and wiring of each station, perform field tests as specified herein, and instruct the **OWNER'S** personnel in the operation and maintenance of the equipment before the stations are accepted by the **OWNER**.

All equipment and materials necessary to perform testing shall be the responsibility of the **INSTALLING CONTRACTOR.** This includes, as a minimum, a portable generator and power cable (if temporary power is required), water in each basin (filled to a depth sufficient to verify the high level alarm is operating), and opening of all valves in the system. These steps shall be completed prior to the qualified factory trained technician(s) arrival on site.

The services of a trained, factory-authorized technician shall be provided at a rate of 40 hours for every 100 grinder pump stations supplied.

Upon completion of the installation, the authorized factory technician(s) will perform the following test on each station:

1. Make certain the discharge shut-off valve in the station is fully open.

2. Turn ON the alarm power circuit and verify the alarm is functioning properly.

3. Turn ON the pump power circuit. Initiate the pump operation to verify automatic "on/off" controls are operative. The pump should immediately turn ON.

4. Consult the Manufacturer's Service Manual for detailed start-up procedures.

Upon completion of the start-up and testing, the **MANUFACTURER** shall submit to the **ENGINEER** the start-up authorization form describing the results of the tests performed for each grinder pump station. Final acceptance of the system will not occur until authorization forms have been received for each pump station installed and any installation deficiencies corrected.

4.0 OPERATION AND MAINTENANCE

4.01 SPARE CORE: The **MANUFACTURER** will supply one spare grinder pump core for every 50 grinder pump stations installed or portion thereof, complete with all operational controls, level sensors, check valve, anti-siphon valve, pump/motor unit, and grinder.

4.02 MANUALS: The **MANUFACTURER** shall supply four copies of Operation and Maintenance Manuals to the **OWNER**, and one copy of the same to the **ENGINEER**.

END OF SECTION

WARRANTY PERFORMANCE CERTIFICATION

As a pre-bid certification requirement, each bidder shall provide a Warranty Performance Certification executed by the most senior executive officer, which certifies a minimum of a two (2) year warranty. They must further detail any exclusions from the warranty or additional cost items required to maintain the equipment in warrantable condition, including all associated labor and shipping fees, and certify that the manufacturer will bear **all** costs to correct original equipment deficiency for the effective period of the warranty.

I,_____, by and through my duly authorized signature below as its most senior operating executive, certify that _____ _____ will provide a two (2) year warranty on grinder pump equipment manufactured and supplied by _____ _____ for the _____ _____ project. I further certify that, other than failure to install equipment in accordance with manufacturer's instructions, no exclusions and/or cost items to maintain said equipment in warrantable condition, including labor, travel and shipping fees, exist except as detailed immediately below:

EXCLUSIONS: 1. _____
2. _____
3. _____

COST ITEMS TO MAINTAIN EQUIPMENT IN WARRANTABLE CONDITION:	Required Frequency (mos)	Avg. monthly cost ($) times warranty period
1. _____	_____	$ _____
2. _____	_____	$ _____
3. _____	_____	$ _____
4. _____	_____	$ _____
5. _____	_____	$ _____

Total labor/material cost to maintain equipment in warrantable condition for warranty period ($):

For any items not identified as exclusions or additional cost items above, OR for additional labor & material costs required to maintain equipment in warrantable condition that exceed the Avg. monthly cost ($) detailed above, _____ will bear all costs to correct such original equipment deficiency for the effective period of the warranty including all applicable labor, travel and shipping fees.

_____ _____
Signature Date

_____
Title

MANUFACTURER'S DISCLOSURE STATEMENT

Note: To be completed if proposing an alternate

1.0 GENERAL:

1.01 General Description
Describe all non-conforming aspects to the specification:

_____
_____
_____
_____
_____
_____

1.04 Experience
List 10 low pressure sewer system installations ***of the type of pump/station specified (progressive cavity type)*** that have been in operation for a period of no less than ten years with a minimum of 100 pumps pumping into a "common" low pressure sewer system. Provide Name and Location, Contact Name, Phone Number, Number of Pumps, and Install Date for each.

_____
_____
_____
_____
_____
_____
_____
_____
_____

1.05 Operating Conditions
Describe all non-conforming aspects to the specification:

_____
_____

1.06 Warranty
Fully state the manufacturer's warranty:

_____
_____
_____
_____
_____

2.0 PRODUCT:

2.01 Pump
Describe all non-conforming aspects to the specification:

_____
_____

2.02 Grinder
Describe all non-conforming aspects to the specification:

_____
_____
_____

2.03 Motor
Describe all non-conforming aspects to the specification:

_____
_____
_____

2.05 Tank
Describe all non-conforming aspects to the specification:

_____
_____
_____

2.07 Electrical Quick Disconnect
Describe all non-conforming aspects to the specification:

_____
_____
_____

2.08 Check Valve
Describe all non-conforming aspects to the specification:

_____
_____
_____

2.09 Anti-Siphon Valve
Describe all non-conforming aspects to the specification:

_____
_____
_____

2.11 Controls
Describe all non-conforming aspects to the specification:

_____
_____
_____

2.16 Safety
Describe all non-conforming aspects to the specification:

_____
_____

3.0 EXECUTION:

3.01 Factory Test
Describe all non-conforming aspects to the specification:

_____
_____
_____

I attest that all questions are answered truthfully and all non-conforming aspects to the specifications have been described where requested.

Manufacturer: _____

By: _____ _____ Date: _____
Name of Corporate Officer Signature

_____
Title of Corporate Officer

Witness: _____ _____ Date: _____
Name Signature

PD 16-17.007

INNERARITY ISLAND SEWER MATERIAL PURCHASE

REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL AID

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal agency, a Member of Congress, an officer of 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 influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By:_____ Date:_____
Authorized Signature

Title:_____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", 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 it 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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are 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 may pursue available remedies, including suspension and/or debarment.

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____

NAME AND TITLE PRINTED

BY: _____ WITNESS: _____

SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11224 **County Administrator's Report 12. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Innerarity Island Sewer Material Purchase
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Purchase Order for PD 16-17.007, Innerarity Island Sewer Material Purchase - Claudia Simmons, Manager, Office of Purchasing

That the Board approve the issuance of and authorize the County Administrator to sign a Purchase Order to Morrow Water Technologies, Inc., in the amount of $249,500, for the purchase of 100 Grinder Pump Stations for the Innerarity Island Sewer Project, PD 16-17.007, at a unit cost of $2,495.

[Funding: Fund 352, "IIDC Grant," Cost Center 110211, Object Code 56301]

BACKGROUND:
The Invitation to Bid PD16-17.007 advertised in the Pensacola News Journal on Monday, October 24. One bid was received on Tuesday, November 15, 2016.

These materials (grinder pump stations) are for the upgrade of the Innerarity Island sewer system. The Innerarity Island water and sewer system has been turned over to the County as the receiver of the system as the Innerarity Point Development Corporation has gone bankrupt. ECUA has agreed to accept the water and sewer system after certain repairs are made as recommend by the their engineering consultant. These grinder pump station have been identified by ECUA as materials which could be pre-purchased.

The materials are being pre-purchased ahead of a sewer construction project because we are trying to encumber an initial DEP grant by the end of the calendar year. Our grant consultant has advise us this would allow securing a second grant in the most expeditious manner. The next grant will include a construction contract to make repairs to the sewer system.

BUDGETARY IMPACT:
Funding: Fund,352 "IIDC Grant ", Cost Center 110211, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Article II, Purchases and Contracts.The Invitation to Bid PD16-17.007 advertised in the Pensacola News Journal on Monday, October 24. One bid was received on Tuesday, November 15, 2016.

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IMPLEMENTATION/COORDINATION:

The Office of Purchase will issue the Purchase Order.

Attachments

Determination to Award

Bid tab

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Claudia Simmons
Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Bid
Innerarity Island Sewer Material Purchase

SOLICITATION NUMBER: PD 16-17.007

SOLICITATION

MAILING DATE: Monday, October 24, 2016
PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, TUESDAY, November 15, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 63-1021834

TERMS OF PAYMENT: NET 30

DELIVERY DATE WILL BE * **DAYS AFTER RECIEPT OF PURCHASE ORDER.**

VENDOR NAME: MORROW WATER TECHNOLOGIES
ADDRESS: 7440 CAHABA VALLEY ROAD
CITY, ST. & ZIP: BIRMINGHAM, AL 35242
PHONE NO.: (205) 408-6680
EMAIL TMALONEY@MORROWWATER.COM

REASON FOR NO OFFER:

BID BOND ATTACHED $ 5%

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

TIM MALONEY - MANAGER
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

---

* AT CUSTOMER DISCRETION

BID FORM
PD16-17.007

Date: 11/15/2016

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price

QTY of 125 Grinder Pump Stations $ 2495.00 each Total $ 311,875.00

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

N/A State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

N/A Florida DBPR Contractor's License, Certification and/or Registration No. _____

N/A Type of Contractor's License, Certification and/or Registration NA_____

Expiration Date:_____

Person to contact regarding this bid
TIM MALONEY
251-222-1021
TMALONEY@MORROWWATER.COM

Person to contact for emergency service:
AARON SMITH
Phone 205-224-6370
Email ASMITH@MORROWWATER.COM

County Permits/Fees required for this project:

N/A

Permit	Cost
N/A	

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of (5%) of bid.

The grinder pump stations shall be delivered to the Escambia County Road Department on Highway 297A, Cantonment, Florida 32535 NO EARLIER THAN JULY 31, 2017 AND NO LATER THAN SEPTEMBER 30, 2017.

Liquidated damages of $500 each day will be assessed for each day that delivery of material is delayed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontract Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

MERCHANTS BONDING COMPANY™

Merchants Bonding Company (Mutual) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: Bid Bond

CONTRACTOR:
(Name, legal status and address)

Morrow Water Technologies, Inc.
7440 Cahaba Valley Road
Birmingham, AL 35242

SURETY:
(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:
5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Innerarity Island Sewer Material Purchase; Solicitation Number PD 16-17.007

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2016

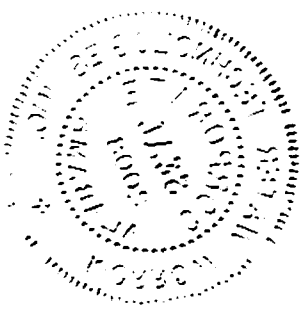
(Witness)

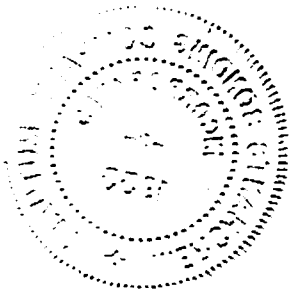
Morrow Water Technologies, Inc.
(Principal) *(Seal)*
By:
(Title) Chris Morrow President

(Witness) Anna Childress

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*
By:
(Title) Evondia H. Woessner, Attorney-in-Fact

CON 0657 (2/15) Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010





MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alisa B Ferris; Evondia H Woessner; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Robert R Freel; Ronald B Giadrosich; Shelby E Daniels

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION ($8,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August , 2015 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August , 2015 , before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of November , 2016 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.

Secretary

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

INNERARITY ISLAND SEWER MATERIAL PURCHASE

SPECIFICATION NUMBER PD 16-17.007
BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, TUESDAY, November 15, 2016
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Douglas Underhill
Lumon J. May

From:
Claudia Simmons
Purchasing Manager

Assistance:
Claudia Simmons, Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4987
Fax: (850) 595-4805

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that MORROW WATER TECHNOLOGIES does:
Name of Business

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, 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 bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Terry
Offeror's Signature

11/15/2016
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or (No)

If not a Florida Corporation,
In what state was it created: ALABAMA
Name as spelled in that State: MORROW WATER TECHNOLOGIES

What kind of corporation is it: ("For Profit") or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document No.: N/A

Does it use a registered fictitious name: Yes or (No)

Names of Officers:
President: CHRIS MORROW
Vice President:
Director: GLENN ROBINSON
Other:
Secretary:
Treasurer: KIM STAAB
Director:
Other:

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: P.O. BOX 380008
City, State Zip: BIRMINGHAM, AL 35238
Street Address: 7440 CAHABA VALLEY ROAD
City, State, Zip: BIRMINGHAM, AL 35242

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 63-1021834
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: TIM MALONEY E-mail: TMALONEY@MORROWWATER.COM
Telephone Number: 205-408-6680 Facsimile Number: 205-408-6690

Name of individual who will sign the instrument on behalf of the company:
CHRIS MORROW
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company: PRESIDENT

END

(850) 488-9000 Verified by:_____ Date:_____

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal agency, a Member of Congress, an officer of 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 influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: TIM MALONEY Date: 11/15/2016 Authorized Signature

Title: BRANCH MANAGER

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District, *if known*:** 4c	**Congressional District, *if known*:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*:	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI)*:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

N/A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS
(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By: TIM MALONEY Date: 11/15/2016
Authorized Signature

Title: MANAGER

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", 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 it 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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are 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 may pursue available remedies, including suspension and/or debarment.

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)
MORROW WATER TECHNOLOGIES

BY: TIM MALONEY - MANAGER
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: Jessica Maloy

Executed on this 15 day of NOVEMBER, 2016

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to ESCAMBIA COUNTY
(print name of the public entity)

by TIM MALONEY - MANAGER
(print individual's name and title)

for MORROW WATER TECHNOLOGIES
(print name of entity submitting sworn statement)

whose business address is

7440 CAHABA VALLEY ROAD
BIRMINGHAM, AL 35242

and (if applicable) its Federal Employer Identification Number (FEIN) is:
63-1021834

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity

crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this 15 day of NOVEMBER, 2016

Personally known _____

OR produced identification AL DL C176261

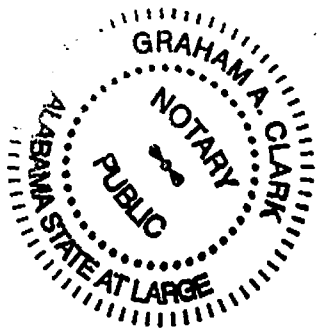
_____
Notary Public - State of Alabama

My Commission Expires 04/06/2020

Alabama Drivers License
(Type of identification)

My commission expires_____

(Printed typed or stamped commissioned name of notary public)



WARRANTY PERFORMANCE CERTIFICATION

As a pre-bid certification requirement, each bidder shall provide a Warranty Performance Certification executed by the most senior executive officer, which certifies a minimum of a two (2) year warranty. They must further detail any exclusions from the warranty or additional cost items required to maintain the equipment in warrantable condition, including all associated labor and shipping fees, and certify that the manufacturer will bear all costs to correct original equipment deficiency for the effective period of the warranty.

I, Eric LaCoppola, by and through my duly authorized signature below as its most senior operating executive, certify that Environment One Corp. (E/One) will provide a two (2) year warranty on grinder pump equipment manufactured and supplied by E/One for the Escambia County Florida - Innerarity Island Sewer Material Purchase - E/One Grinder Pump Station Supply project. I further certify that, other than failure to install equipment in accordance with manufacturer's instructions, no exclusions and/or cost items to maintain said equipment in warrantable condition, including labor, travel and shipping fees, exist except as detailed immediately below:

EXCLUSIONS: 1. None
2. _____
3. _____

COST ITEMS TO MAINTAIN EQUIPMENT IN WARRANTABLE CONDITION:	Required Frequency (mos)	Avg. monthly cost ($) times warranty period
1. None	N/A	$ 0.00
2.		$
3.		$
4.		$
5.		$

Total labor/material cost to maintain equipment in warrantable condition for warranty period ($): 0.00

For any items not identified as exclusions or additional cost items above, OR for additional labor & material costs required to maintain equipment in warrantable condition that exceed the Avg. monthly cost ($) detailed above, E/One will bear all costs to correct such original equipment deficiency for the effective period of the warranty including all applicable labor, travel and shipping fees.

Signature

November 11, 2016
Date

President
Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, Seibels & Williams, Inc P. O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Karen Rodda PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: krod@mcgriff.com
INSURED Morrow Water Technologies Inc c/o Brownlee Morrow Company Inc P O Box 380008 Birmingham, AL 35238	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Midwest Employers Casualty Co/ASIWCF INSURER C : National Fire Insurance Company of Hartford — 20478 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** G7Y48D5K **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6012746803	07/01/2016	07/01/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			6012746798	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			6012746784	07/01/2016	07/01/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			237800	01/01/2016	01/01/2017	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Morrow Water Technologies Inc
7440 Cahaba Valley Road
Birmingham, AL 35242

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Morrow Water Technologies, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
7440 Cahaba Valley Road

Requester's name and address (optional)

City, state, and ZIP code
Birmingham, AL 35242-6303

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

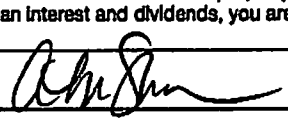
Employer identification number
6	3	-	1	0	2	1	8	3	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 1/1/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

MORROW
WATER TECHNOLOGIES, INC.

Pumping Solutions for Municipal Water & Waste Water

7440 Cahaba Valley Rd. | Birmingham, AL. 35242
P 205.408.6680 | F 205.408.6690 | morrowwater.com

PROPOSAL NO.:
PAGE 1 OF 1

YOUR INQUIRY:	DATE OF INQUIRY	DATE OF REVISION	PROPOSAL VALID FOR:
PD15-17.007	November 14, 2016		Thirty (30) Days

TO: Escambia County FL

Attention: Claudia Simmons

Customer Phone: 850-595-4980
Customer Fax:
E-Mail
Quote Prepared by: Tim Maloney 251-222-1021
tmaloney@morrowwater.com

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
125	**WH101-52 EONE GRINDER STATION with Extreme Series pump and Sentry Panel Per the customer specification sheet. Complete Station**	2,495.00	311,875.00
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	TOTAL PRICE LESS FREIGHT AND TAXES		311,875.00

A Brownlee-Morrow Enterprises Company

The safe application and use of equipment supplied by Morrow Water Technologies, Inc is the responsibility of the installer, user, and employer. To evaluate the safe application of this equipment, the following should be considered: the location of the installation, accessibility of employees and other persons to the equipment, and adjacent equipment, applicable building and safety codes, and requirements of OSHA.

Equipment sold by Morrow Water Technologies is subject to the individual manufacturer's warranty terms and conditions

TERMS: Net 30 Days
FOB: Shipping Point

Freight: Included
Delivery: **SEE ABOVE**

THIS PROPOSAL PREPARED BY AND ANY RESULTING PURCHASE ORDERS ARE TO BE SENT TO:

Morrow Water Technologies, Inc.
P.O. Box 380008, BIRMINGHAM, AL. 35238-0008
ATTENTION: Tim Maloney
Phone: 251/222-1021 Fax: 205/408-6690

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16434 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

A. Junior Achievement of Northwest Florida, Inc., in the amount of $5,000;

B. Arc Gateway, Inc., in the amount of $20,000; and

C. Manna Food Bank, Inc., in the amount of $2,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Junior Achievement of Northwest Florida, Inc. - $5,000
The Arc Gateway, Inc. - $20,000
Manna Food Bank, Inc. - $2,000

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or police department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Junior Achievement of NWFL Inc
The Arc Gateway Inc
Manna Food Bank Inc

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

July 1, 2019

Junior Achievement of Northwest Florida Inc.
Attn: Ildi Hosman
6677 N. Davis Highway Suite B, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated June 26, 2019.

Dear Ildi Hosman,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☐ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Junior Achievement of NWFL DATE 06/26/2019

POINT OF CONTACT Ildi Hosman PH# (850) 477-1420

EMAIL ADDRESS: ildi.hosman@ja.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 08/26/2019 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Junior Achievement of NWFL, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 6677 N. Davis Hwy., Suite B City Pensacola State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief IGH (Initial)

NAME OF CERTIFYING OFFICIAL
Ildi Hosman

TITLE OF CERTIFYING OFFICIAL
President

SIGNATURE (Digital)
Ildi Hosman
Digitally signed by Ildi Hosman
Date: 2019.06.26 13:52:31 -05'00'

DATE
06/26/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 7/1/19		DAVID MORGAN, SHERIFF 6/28/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Junior Achievement of NWFL

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

See attachment.

Junior Achievement of Northwest Florida, Inc.

Escambia County Sheriff's Department
SLET Grant Application 2019 | JUSTIFCATION (p. 2 SLET application narrative)

Junior Achievement of Northwest Florida (JA) requests continued partnership with the Escambia County Sheriff's Office to provide financial literacy and business education as a means to reduce crime and prevent drug use. With this request for funding, we also request encourage staff from the Escambia County Sheriff's Department to become JA volunteers to instruct the classes that would be sponsored by this grant.

Junior Achievement will provide educational programming that encourages youth to finish high school, think about getting a job, how to apply, how to manage income, and how to go about starting a business. These activities are shown to deter youth from engaging in risky behaviors, including criminal activity and drug use, by providing interactive education during regular instruction time in their classrooms. The Junior Achievement educational model brings innovative hands-on activities and technologically advanced programming that captures the attention of students and keeps it.

JA uses a mentorship teaching model that is based in role modeling. JA volunteers are trained to engage in local classrooms once per week for one hour for a minimum of five weeks (depends on the program chosen by the volunteer). If officers or staff are not available from the Sheriff's office, Junior Achievement has a dedicated base of volunteers from the local business community that can also be sent into the classroom to teach the classes that would be sponsored by the Sheriff's Office.

All Junior Achievement volunteers serve as positive role models for local school children. JA volunteers share their personal stories about their careers and education. These firsthand accounts coupled with world class empirically validated educational materials focused on jobs, money, and free enterprise, are proven to change youth attitudes.

Studies show that the Junior Achievement teaching model enhances self-efficacy with students and changes their perspective on their futures. 40% of JA alumni reported that JA gave them an idea for a career. And, a staggering 90% of JA alumni report they are confident in managing their finances.

Evaluation of Junior Achievement programming also shows that 20% of JA alumni choose a career field that is similar to that of their JA classroom volunteer. This further

evidences that JA programming is making a difference and that the teaching model is an effective one.

Locally, a few of our successes in the 2017-2018 school year were:

53% of students surveyed stated that their JA volunteer made them feel important.

60% of students reported that [the things they learned in] JA helped them stay out of trouble at school.

87% of students surveyed stated that the things they learned in JA will help them get a good job.

80% of students surveyed stated that JA connected what they learned in the classroom with real life.

90% of students surveyed stated that they learned what soft skills are and the value of them.

Junior Achievement enhances the education that kids receive in the traditional school setting and helps them to understand that education is the key to personal success.

The better educated a child is, the less likely they are to engage in criminal activity or to become lifelong criminals.

Junior Achievement provides a vehicle for students to explore possible career choices and express their future educational and employment goals and aspirations. Students who see that their future can be different than they imagined it would be or different than what they have seen in their home environments, are less likely to repeat the cycle they are used to.

JA shows children that self-confidence and education are what is necessary to become successful.

JA illustrates to students how to manage their personal finances by obtaining employment and by earning money to support themselves and their families.

JA volunteers are accomplished professionals who serve as valuable role models for our area's youth and shows them the value of applying themselves instead of engaging in criminal activity. JA empowers youth to believe in themselves and to feel confident they have a place in today's business world.

In Escambia County, JA deploys over 90 volunteers each year to teach critical skills in personal finance, entrepreneurship, economics, and workforce preparedness. The

program is available to all students Kindergarten through 12th grade and is free of charge to schools and students. Programs are taught as requested by school teachers.

With a $5,000 grant from the Escambia County Sheriff's Office, the JA/Sheriff's Department partnership will impact the lives of well over 200 under-served kids attending Title I schools in the County. (Every JA class taught costs $500.)

Junior Achievement of Northwest Florida is governed by a board of directors and is required to comply with the programming standards set forth by JA USA, a national non-profit 501c3 organization. JA programs are updated every two years to meet changing educational requirements and to adapt to advancing technology in the classroom.

Notable companies in Escambia County currently providing classroom volunteers to Junior Achievement of Northwest Florida include Gulf Power Company, ExxonMobil, Navy Federal Credit Union, Regions Bank, Hancock Bank, Cox Communications, IMS ExpertServices, Landrum-HR, Sonic, Harvesters Federal Credit Union, Innisfree Hotel Corporation, BBVA Compass Bank, and many other well-known local and national companies.

As mentioned earlier, the JA experience has been scientifically validated by extensive evaluation to influence positive behavioral outcomes. In 2016, an evaluation of JA alumni showed that students who were involved in a JA program have higher high school graduation rates than those of the general U.S. population (ed.gov/news, theatlantic.com/education/archive, nces.ed.gov/fastfacts).

Each year, thousands of underprepared young people enter the workforce candidate pool. Local businesses and economic development agencies in our area are reporting the absence of interviewing skills and essential workplace soft skills. Continued partnership between the Escambia County Sheriff's Department and Junior Achievement of Northwest Florida would help to mitigate these problems.

In closing, it's important to note that the Escambia County School District is not able to incorporate lessons on personal finance, economics, and workforce preparedness due to statewide testing preparation, lack of funding, and availability of training for teachers. There is no duplication of services with regard to JA programming.

When students complete JA programs, we generate more productive and self-sustaining young people as members of our community who avoid criminal activity.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248164799
June 11, 2018 LTR 4167C 0
84-1267604 000000 00
00018141
BODC: TE

JUNIOR ACHIEVEMENT USA
% TIMOTHY ARMIJO
1 EDUCATION WAY
COLORADO SPGS CO 80906

058844

Employer identification number: 84-1267604
Group exemption number: 1116

Dear Taxpayer:

This is in response to your request dated May 31, 2018, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in January 1994, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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June 11, 2018 LTR 4167C 0
84-1267604 000000 00
00018142

JUNIOR ACHIEVEMENT USA
% TIMOTHY ARMIJO
1 EDUCATION WAY
COLORADO SPGS CO 80906

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012672194C-5	01/31/2018	01/31/2023	501(C)(3) ORGANIZATION

This certifies that

JUNIOR ACHIEVEMENT OF NORTHWEST
FLORIDA
6677 N DAVIS HWY
PENSACOLA FL 32504-6386

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Junior Achievement of Northwest Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6677 North Davis Hwy, Suite B

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
59 - 0839555

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6-26-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

July 3, 2019

The Arc Gateway Inc.
Attn: Brittany Houghton
3932 North 10th Avenue Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated June 20, 2019.

Dear Brittany Houghton,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $20,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: The Arc Gateway, Inc. DATE 06/20/2019

POINT OF CONTACT Brittany Houghton PH# (850) 434-2638

EMAIL ADDRESS: bhoughton@arc-gateway.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 10/01/2019 AMOUNT REQUESTED: $ 20,000

CHECK PAYABLE TO: The Arc Gateway Foundation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3932 N 10th Avenue City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief BH (Initial)

NAME OF CERTIFYING OFFICIAL
Belle Bear

TITLE OF CERTIFYING OFFICIAL
Foundation Trustee/Past President

SIGNATURE (Digital)
Belle Bear Digitally signed by Belle Bear Date: 2019.07.01 12:10:44 -05'00'

DATE
07/01/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF	Not Available	☐	☐	AMOUNT APPROVED $20,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 7/3/19

DAVID MORGAN, SHERIFF

DATE 7/3/19

ORIGINAL

ORGANIZATION/AGENCY NAME:

The Arc Gateway, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Supporting Materials Attached

THE ARC GATEWAY

The Arc Gateway

LAW ENFORCEMENT

TRUST FUND APPLICATION

DATE

JUNE 2019

PROPOSED BY

MELISSA ROGERS
CHIEF EXECUTIVE OFFICER

CATHY LAUTERBACH
CHIEF OPERATING OFFICER

AGENCY OVERVIEW

MISSION

To provide the best possible life experiences for persons with intellectual and developmental disabilities.

Founded in 1954, The Arc Gateway provides services to over 800 adults and children with or at risk of intellectual and/or developmental disabilities.



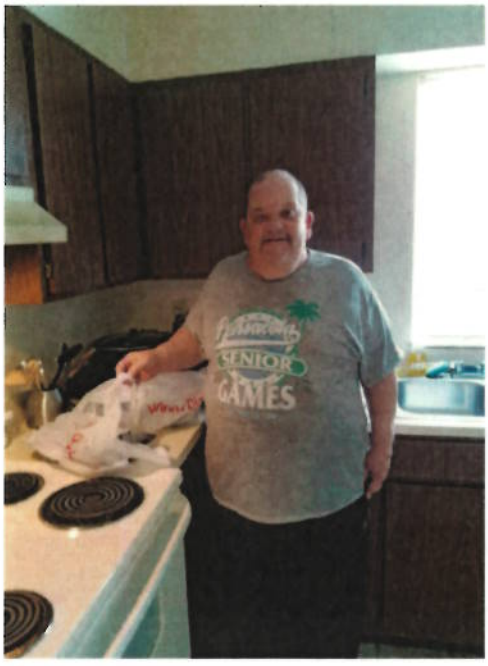
SERVICES

- Pediatric Therapy
- Developmental Instruction
- Adult Day Training
- Community Based Employment
- Supported Employment
- Group Homes
- Supported Living
- Post-Secondary Education
- Senior Adult Services/Retirement
- Recreational Activities
- Transportation

PROGRAM OVERVIEW

The Arc Gateway's Supported Living program began in 1989. This service helps people with developmental disabilities to live fully in the community. This includes living where any citizen in the community may live, developing relationships with people who do not have disabilities and are not paid staff, making daily decisions regarding how time will be spent, and having control over future plans. Supported living services are carried out amid the rhythms and routines of daily life. Our Supported Living program assists individuals by providing support in practical and familiar routines such as shopping, cooking, personal care, housekeeping, banking, socialization and recreation and public safety.

These individualized services make it possible for people to live in their own home in a completely integrated setting with the necessary supports and skill training provided within the context of daily life. People become part of their community, experience life in their neighborhood, make friends and contribute to their community through employment and other means.



SUPPORTED LIVING SUPPORT SERVICES

- Home & Personal Safety
- How/When to call Law Enforcement
- Navigating Neighborhoods Safely
- Drug Abuse Prevention
- Housing Management/Procurement
- Safety/Emergency Procedures
- Physical Exercise
- Nutrition Education
- Meal Planning/Preparation
- Shopping/Consumer Skills
- Clothing Care
- Medical/Dental
- Self- Medication
- Self-Care/Manners/Sexuality
- Money Management/Banking
- Third Party Benefits
- Time Management
- Community Integration
- Mobility/Travel Skills
- Civic Responsibilities
- Legal Assistance/Advocacy
- Interpersonal Communications
- Support Counseling
- 24-Hour Emergency Assistance

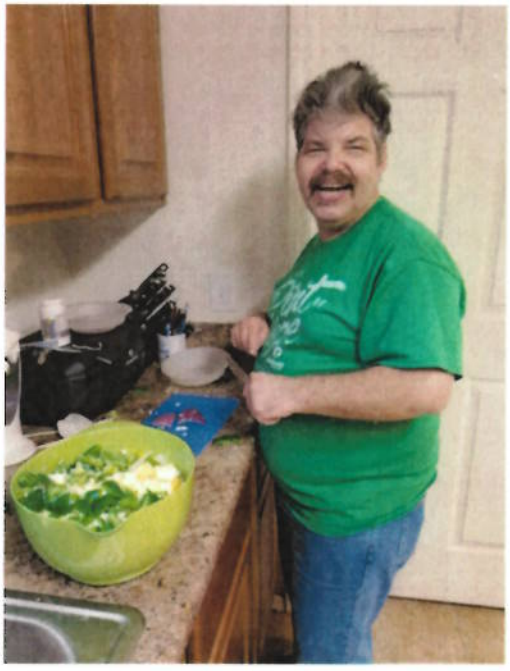
COMMUNITY IMPACT

Supported Living is a home and community-based waiver service that is federally approved by Medicaid and authorized by Title XIX of the Social Security Act, Section 1915(c). It provides a service in the home for persons who would otherwise require institutional care in a hospital, nursing facility or intermediate care facility.

Supported Living enables people to live fully integrated in the community while avoiding more expensive and restrictive residential settings such as group homes or institutions. It is the most cost effective residential service on this waiver.

The average annual cost per person for supported living services is $7,084. An average group home placement costs $43,566 per year while an institutional placement exceeds $100,000 per year.

In addition to these cost savings, people in supported living become valued citizens who are fully integrated in the community. Reliance on public assistance is reduced. People pay their own rent, buy their own food, ride our buses and support local businesses.



SUPPORTED LIVING PROGRAM STATS // 2018- 2019

Number of Program Participants	18
Average Age	52
Average Length in Service (years)	15
Average Service Hours per Month per Person	12
Average Annual Cost per Person	$7,084

PROGRAM BUDGET

The Agency for Persons with Disabilities reimburses for direct care services only. The projected number of service hours for this fiscal year is 2190. Total cost per service hour is $54.62 while the hourly reimbursement rate is $30.36. This leaves a difference of $24.26 for every hour of service provided resulting in a projected deficit of $53,129. Every effort has been made to reduce program expenses to alleviate the deficit including sharing management and staff reduction through attrition.

The money requested from the Law Enforcement Trust Fund will pay for almost 40% of the program deficit. The Arc Gateway, through sales to the public and fund raising efforts, will fund the balance.

COMMUNITY COLLABORATIONS

- Agency for Persons With Disabilities
- Department of Children and Families
- United Way 211
- City of Pensacola Housing Department (Section 8 & SHIP)
- Sheriff David Morgan & Escambia County Sheriff's Office
- Northwest Florida Legal Services
- Catholic Charities
- Pensacola State College Dental Services
- Escambia County Health Department
- Manna Food Bank
- Pensacola Bay Transportation
- Escambia County Area Transit
- "It's a Blessing" Food Program
- LIHEAP

Safety Check list

The supported living coach surveys each program participant's home on a quarterly basis. This housing survey identifies home environment concerns. Any problems are rectified with the help of the supported living coach helping program participants enjoy independent living while maintaining their home in a safe and acceptable manner. This survey also reviews practices that help the program participant increase their safety and reduce risk while at home and in the community.

The following information is reviewed at each quarterly meeting:

- 24 Hour Emergency Assistance
- Fire Evacuation
- Use of Fire Extinguisher
- FirstAid, Hurricane/Disaster Kits are complete
- Disaster plan and evacuation procedures
- Seasonal Weather Precautions
- Pedestrian Safety
- Bicycle Safety
- Medication Interactions
- Citizens Rights and Due Process
- What is abuse and how to contact the abuse registry

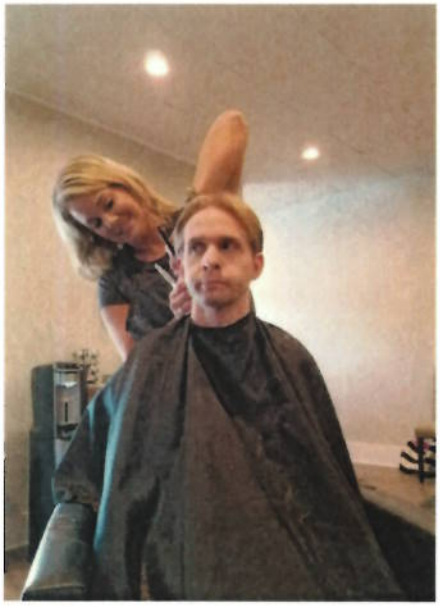


PROGRAM QUALITY

The Florida Statewide Quality Assurance Program (FSQAP) for the Developmental Disabilities Home and Community Based Services Waivers (HCBS) is conducted by Qlarant. Qlarant conducts two types of quality assurance reviews. One is called the Person Centered Review (PCR) which is a personal interview with individuals receiving services.

The other type of review done by Qlarant is the Provider Discovery Review.(PDR). The purpose of this review is to evaluate the provider's performance and compliance. Last year The Arc Gateway Supported Living Program received a score of 100% on both the PCR and PDR reviews.

The Arc Gateway's Residential Committee conducted client satisfaction surveys of the people recieving Supported Living coaching services. All of the people surveyed stated that they were satisfied with the Supported Living services they received. All persons served in Supported Living stated that they recieved adequate help from their coaches and are learning to do new things.



PROGRAM QUALITY IMPROVEMENT PLAN

The Arc Gateway is committed to delivering person-centered services that ensure individual rights, choices and desired outcomes are respected and incorporated into the provision of services and service planning. We solicit input from persons served through periodic implementation plan reviews and amendments, informal interviews, satisfaction surveys and quarterly record reviews. Persons served will continue to be trained on rights, abuse and grievance at least annually.

THE ARC GATEWAY

SUMMARY & PROGRAM EFFECTIVENESS

Supported Living services are defined by Florida Statute Chapter 393:

"a category of individually determined services designed and coordinated in such a manner as to provide assistance to adult clients who require ongoing supports to live as independently as possible in their own homes, to be integrated into the community, and to participate in community life to the fullest extent possible."

- Supported Living services allow people to live independently in the community at 17% of the cost of a more restrictive group home placement and less than 7% of an institutional setting.
- The Arc Gateway's Supported Living program participants have been in the program for more than 15 years on average.
- Program participants receive an average of 12 hours of service each month.
- 100% of our program participants are satisfied with the Supported Living services provided by The Arc Gateway.
- The Arc Gateway Supported Living received a 100% compliance score by the Florida Statewide Quality Assurance Program last year.
- Agency for Persons with Disabilities funds only 55%of the service.

THANK YOU FOR YOUR CONSIDERATION

The Arc Gateway
3932 North 10th Avenue Pensacola, Florida 32503
850.434.2638

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248574155
Mar. 21, 2011 LTR 4168C E0
59-3672786 000000 00
00014945
BODC: TE

ARC GATEWAY FOUNDATION INC
% NELDA PATTERSON
3932 N 10TH AVE
PENSACOLA FL 32503-2807

023073

Employer Identification Number: 59-3672786
Person to Contact: Ms. Krah
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 10, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 2001.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(3).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248574155
Mar. 21, 2011 LTR 4168C E0
59-3672786 000000 00
00014946

ARC GATEWAY FOUNDATION INC
% NELDA PATTERSON
3932 N 10TH AVE
PENSACOLA FL 32503-2807

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations Manager
Accounts Management Operations

FLORIDA

Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012674042C-7	05/31/2018	05/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ARC GATEWAY INC
3932 N 10TH AVE
PENSACOLA FL 32503-2807

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Arc Gateway Foundation, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ Nonprofit

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3932 N 10th Street

6 City, state, and ZIP code
Pensacola, FL 32503

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	3	6	7	2	7	8	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

July 3, 2019

Manna Food Bank Inc.
Attn: Kerri Smayda
3030 North E. Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated July 1, 2019.

Dear Kerri Smayda,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Manna Food Bank, Inc. DATE 07/01/2019

POINT OF CONTACT Kerri Smayda PH# (850) 432-2053

EMAIL ADDRESS: kerri@mannahelps.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 08/01/2019 AMOUNT REQUESTED: $ 2,000

CHECK PAYABLE TO: Manna Food Bank, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 3030 North E Street City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief DF (Initial)

NAME OF CERTIFYING OFFICIAL
DeDe Flounlacker

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)

DATE
07/01/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF	Not Available	☐	☐	AMOUNT APPROVED $2,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 7/3/19

DAVID MORGAN, SHERIFF

DATE 7/3/19

ORIGINAL

ORGANIZATION/AGENCY NAME:

Manna Food Bank, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Last year, Manna provided help to 13,533 people by distributing more than 338,350 pounds of food to 8,436 families. Manna receives zero government funding and is financially supported by contributions from local individuals and businesses. Manna's mission is to offer emergency food assistance, service the food-related needs of vulnerable populations, and engage the entire community in the fight against hunger. Food is a critical stabilizing factor for many of our clients and it reduces the likelihood that they will engage in risky behavior to obtain food. Supporting Manna will assist with meeting our neighbors' basic needs while contributing to the safety of our neighborhoods.

Food insecurity negatively affects approximately one out of six people (18%) in Escambia County (Feeding America's Map the Meal Gap Study 2016). The U.S. Department of Agriculture (USDA) defines food insecurity as the inability to consistently access enough nutritious food, which is necessary for a healthy life (USDA.gov). Members of low-income families face high levels of stress and struggle with poor mental health caused, in part, by the financial and emotional pressures of food insecurity (Food Research & Action Center). For people suffering from food insecurity, eating a consistent, healthy and balanced diet is too often unattainable. Their resource limitations frequently result in a dangerous cycle wherein hunger is complicated by factors such as a lack of access to healthy foods, low wages, lack of access to health care, inadequate transportation, poor housing or neighborhood violence.

For children, the impact of a poor diet contributes to delayed cognitive developments, higher rates of hospitalization, and psychosocial, behavioral, emotional and academic challenges (FeedingAmerica.org).

Manna is a direct service provider to the hungry and is the only pantry in the region that packs grocery bags using USDA Standards for a Healthy Diet. We value both the QUALITY and the QUANTITY of food we distribute.

JUSTIFICATION CONT.

A contribution from the Escambia County Sheriff's Office will directly support service to those in need. In an effort to educate our clients about how they can make their neighborhood safer, we would like to partner with the Sheriff's Office to: include a flyer with information provided by the Sheriff's Office in grocery bags for each family about tips on neighborhood safety; display posters about neighborhood safety in our Client Service delivery areas; and invite a Sheriff's Office representative to conduct a neighborhood safety training.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248454921
Oct. 18, 2010 LTR 4168C EO
59-2181031 000000 00
00015646
BODC: TE

MANNA FOOD BANK INCORPORATED
116 E GONZALEZ ST
PENSACOLA FL 32501-3146

022098

Employer Identification Number: 59-2181031
Person to Contact: MS. EVANS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Oct. 06, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in DECEMBER 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Internal Revenue Service
District Director

Department of the Treasury

JAN 30 1985

Date:

Our Letter Dated:
December 21, 1982
Person to Contact:
Loretta Hamilton/po
Contact Telephone Number:
(404) 221-4516

Employer Identification
59-2181031

File Folder Number
550017146

MANNA FOOD BANK, INC.
P.O. Box 12523
Pensacola, FL 32573

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section _____*_____. Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section _____*_____ status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section _____*_____ organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

* 170(b)(1)(A)(vi) & 509(a)(1)

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012671697C-4	02/28/2019	02/29/2024	501(C)(3) ORGANIZATION

This certifies that

MANNA FOOD BANK INC
3030 N E ST
PENSACOLA FL 32501-1326

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Manna Food Bank, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 509 (a) (1) and 170 (b) (1) (A) (vi)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3030 North E Street

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
59-2181031

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 2-4-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16461 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: Request for Subordination of Mortgage for Gregory Street Rental Project
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Subordination of Mortgage for the Gregory Street Rental Project - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of Mortgage between Escambia County, Florida, ServisFirst Bank, and Community Enterprise Investments, Inc., F/K/A Community Equity Investments, Inc., for the Gregory Street Rental Project:

A. Approve the Request for Subordination of Mortgage subject to Legal review and approval, for the HOME Investment Partnerships Program (HOME) and State Housing Initiatives Partnership (SHIP) Program assisted Caminitti Place Rental Project, owned by Community Enterprise Investments, Inc. (CEII); and

B. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and all related documents required to complete the Subordination Agreement, including any actions that may be required of the County Attorney's Office.

[Funding: N/A]

BACKGROUND:

On May 18, 2000, the Board approved a Rental Development Agreement with CEII for utilization of HOME Investment Partnerships Program (HOME) and State Housing Initiatives Partnership (SHIP) program funds to construct a 10 unit scattered site rental development for low income households (Exhibit I) named Gregory Street Rental Project. CEII developed the facility and has continued to operate the development for the intended purpose since initial occupancy in compliance with the original Agreement and Mortgage and Note related to the development (see **Exhibit I** for copy of recorded Mortgage).

CEII has submitted a request (Exhibit II) for the County to subordinate the County HOME/SHIP mortgage so they may get a loan for approximately $200,000, to pay off the balance of their first mortgage on this development and to make needed capital improvements, such as re-roofing, on this development as well as other workforce rental developments owned by CEII. $40,517 is still owed to the County on its second mortgage and the balance will expire in 2023, provided that CEII stays compliant with the HOME/SHIP Agreement, Mortgage, and Note requirements. The Gregory Street property was monitored by the Neighborhood Enterprise Division (NED) with a file review in December 2018, and physical inspections of five units in February 2019. There were minor findings which were resolved within 30 days. NED is not aware of any compliance issues with any other CEII developments.

BUDGETARY IMPACT:

No County expenditures are involved in this transaction. Any recording or property transfer fees that arise will be paid by CEII.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Subordination of Mortgage is subject to Legal review and signoff.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Mortgage subordination requests must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Mortgage subordination will be coordinated with CEII. Neighborhood Enterprise Division (NED) will oversee the process with the assistance of the County Attorney's Office to the extent necessary. NED will continue with the monitoring of the Project for rents, income limits, and occupancy requirements.

Attachments

Ex I-Gregory St Mortgage

Ex II-Subordination Request CEII Gregory St

EXHIBIT I

OR BK 4710 PG0840
Escambia County, Florida
INSTRUMENT 2001-844934

THIS INSTRUMENT PREPARED BY:
RANDY WILKERSON, EXECUTIVE DIRECTOR
NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.
P.O. BOX 18178
PENSACOLA, FLORIDA 32523
(904) 458-0466

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this 21st day of May, 2001, between the Mortgagor, **COMMUNITY EQUITY INVESTMENTS, INC.**, a Florida not-for-profit corporation (herein sometimes "Borrower"), and the Mortgagee, **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, 223 Palafox Place, Pensacola, Florida 32597, (hereafter referred to as "Mortgagee").

W I T N E S S E T H :

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of **Two Hundred Twenty Two Thousand Eight Hundred Fifty Seven Dollars and No Cents ($222,857.00), comprised of $172,548.77 in 1997 HOME Investment Partnership Act (HOME) Program funds and $50,308.23 in State Housing Initiatives Partnership ("SHIP") Program funds**, which Indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Mortgagee and the successors, successors in title, and assigns of Mortgagee all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows:

See Exhibit "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

1.03 INDEBTEDNESS. This Mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by Mortgagee to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Mortgagee, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

1.04 SUBORDINATION OF MORTGAGE. Mortgagee acknowledges that the property is subject to a first mortgage in favor of Whitney National Bank in the amount of $ 250,000, dated May 17, 2000, recorded on May 22, 2000, in Official Record Book 4560 at Page 1142; and a second mortgage in favor of N/A, dated _____, recorded on _____, 20___, in Official Record Book _____ at Page _____, all recording references being to the public records of Escambia County, Florida; and that this mortgage is subordinate and inferior to said mortgages (such mortgages shall be hereinafter referred to as the "first mortgage" and the "second mortgage"). **NOTE: Specific information concerning superior mortgages shall be completed at closing.**

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Borrower shall pay the Note according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 **TAXES, LIENS AND OTHER CHARGES.**

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Mortgagee such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Mortgagee may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Note, the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Mortgagee may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Mortgagee will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanic's, materialmens, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 **PRESERVATION AND MAINTENANCE OF PROPERTY.**

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, once the improvements are completed, without the written consent of Mortgagee. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage

which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof, except as may be required in the course of constructing improvements as approved by the Mortgagee.

C. If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Mortgagee.

D. Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises an any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the Mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the Mortgage; or

C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or

D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes or this Mortgage; or

F. Any representation or warranty of Borrower relating to the this Mortgage, the Note, or Borrower's Agreement with Escambia County dated MAY 18, 2000, providing terms and conditions for the provision of rental development assistance through the Escambia Consortium HOME Investment Partnerships Program ("HOME"), this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

G. Failure of Borrower to comply with long-term affordability requirements associated with the HOME Investment Partnerships Act, 24 CFR Part 92, specifically with regard to continuing occupancy of HOME assisted units by eligible low income families, compliance with monthly HOME maximum rent controls for families at 50% and at 65% of median income (as adjusted by HUD), provision for maintenance of HOME assisted rental units to ensure continuing conformity with HUD minimum Housing Quality Standards, and compliance with fair housing and equal access provisions of Federal Law. For a minimum HOME affordability period of twenty two (22) years from the date of execution of this Mortgage, Borrower unconditionally warrants that occupancy of the **ten (10) units** developed on the property described in **EXHIBIT "A"** and provided as surety for this mortgage shall at all times during the affordability period meet the requirements of 24 CFR Part 92.252 and 92.253. Borrower asserts that during the affordability period a minimum of **60%** of the rental units shall be occupied by families who have annual adjusted incomes that are at or below 50% of the Pensacola MSA median income (adjusted for family size) as promulgated by HUD. Such units shall have monthly rents which equal 30% of the monthly income for households at 50% of the Pensacola MSA median income minus any tenant paid utilities. The remaining units shall be occupied by families with incomes at or below 60% of the Pensacola MSA median income (adjusted for family size) as promulgated by HUD and further. Such units shall have monthly rents which are the lessor of either: the Section 8 Fair Market Rents (FMR) for existing housing minus any tenant paid utilities, or 30% of adjusted income for households at 65% of Pensacola MSA median income minus tenant paid utilities. Maximum monthly rents shall be in accord with low and high HOME rent levels, adjusted for tenant paid utilities, as promulgated and periodically updated by HUD.

H. The filing by Borrower (or any maker, endorser or guarantor of the Note of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such *maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

I. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

J. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Mortgagee.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Mortgagee, immediately become due and payable in full without notice or demand, time being of the essence of the Note and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 ENFORCEMENT.

A. If a Default shall have occurred, Mortgagee, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Mortgagee thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.04 ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the indebtedness evidenced by the Note, interest thereon, insurance premiums, taxes and assessments, and all other sums required to be paid by Borrower, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, Borrower does hereby sell, assign, transfer, and set over unto Mortgagee herein all the leases, lease agreements and lease arrangements, together with all rents, dues, profits or income under any written or oral leases of all or any part of the mortgaged premises whether such leases are now in existence or hereafter come into existence during the period this Mortgage

is in effect. This assignment of rents shall run with the land and be good and valid as against Borrower herein, or those claiming by, under or through Borrower, from the date of the recording of this instrument. This assignment shall continue to be operative during any foreclosure or any other proceedings taken to enforce this Mortgage, and the collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose the Mortgage in the event of any default by Borrower. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security for the payment of such deficiency. So long as Borrower is not in default, Borrower shall be entitled to collect said rents, in the manner provided in paragraph 1.04, above, without the necessity of Court appointment of a receiver.

3.05 APPOINTMENT OF RECEIVER. In the event that at the beginning of or at any time pending any action upon this Mortgage or to foreclose or reform it or to enforce payment of any claims under it, Mortgagee shall apply to the court having jurisdiction for the appointment of a receiver, the court forthwith shall appoint a receiver of the Premises and singular, including all and singular the income, profits, issues and revenues form whatever source derived, each and every one of which, it being expressly understood, is mortgaged by this instrument as if specifically set forth and described in its granting and habendum clauses, and the receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver. The appointment shall be made by the court as an admitted equity and matter of absolute right to Mortgagee, without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Borrower or the defendant. All rents, profits, incomes, issues and revenues shall be applied by the receiver according to the lien or equity of Mortgagee and the practice of the court, and the appointment of the receiver shall be without notice to any obligor under this Mortgage.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" off any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Mortgagee shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee. In any such action Mortgagee shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Mortgagee and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Mortgagee" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Mortgagee, as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Mortgagee.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note, this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Mortgagee shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or "attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

Signed, sealed and delivered in the presence of:

Print Name JEAN HARRIS

Print Name Alexa K. Morgan

BORROWER:
COMMUNITY EQUITY INVESTMENTS, INC.

BY: _____
Its: President

Print Name: Daniel R. Horvath

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2001, by Daniel R. Horvath, who is President of Community Equity Investments Inc., a Florida not for profit corporation, and who has produced _____ as identification) or who is personally known to me.

_____
NOTARY PUBLIC
Print Name _____
Commission No.: _____
My Commission Expires: _____

SEAL

ELBERT JONES, JR
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires February 16, 2002
Comm. No. CC 701599

OR BK 4710 PG0849
Escambia County, Florida
INSTRUMENT 2001-844934

EXHIBIT "A"

GREGORY STREET RENTALS

Legal Description:

Lot 15, Block 80 of the West King Tract, Belmont Numbering, City of Pensacola, Escambia County, Florida, being according to Lot Numbering of Block 77 of said tract as per map of City copyrighted by Thomas C. Watson in 1906.

Lots 13 and 14, Block 7, Maxent Tract, City of Pensacola, State of Florida, as shown by map of said City copyrighted by Thomas C. Watson. (Property Appraiser ID No. 00 0S 00 9080 320 007).

Lots 4 and 5, Block 13, Maxent Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

RCD May 22, 2001 04:14 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-844934

CEII Community Enterprise Investments, Inc.

302 North Barcelona Street
Pensacola, Florida 32502
Web Site: www.ceii-cdc.org

Telephone (850) 595-6234
Fax (850) 595-6264
Toll Free (888) 605-2505

July 3, 2019

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502

Dear Ms. Reeves,

CEII is formally requesting a subordination by Escambia County on its forgivable HOME mortgage placed on the collective units known as Gregory Street Project, which consists of the following ten units: 113 North A Street units A – D; 619 W. Gregory Street units A & B; 621 W. Gregory Street units A & B; and 505 W. LaRua Street units A & B. CEII is seeking to refinance these units in order to generate additional working capital for improvements to several of the company's affordable rentals including the sixteen units at 501 N. DeVilliers Street (DeVilliers Gardens Apartments), the two units at 619 W. Gregory Street and one unit at 3417 W. Gadsden Street. All of these units are being re-roofed and other necessary improvements will be made as well. In addition, CEII will maintain a working capital account for development costs associated with the construction of new homes for first time homebuyers and additional affordable rental units.

The current balance of Escambia County's forgivable second mortgage is approximately $40,500. ServisFirst Bank is providing the financing in the amount of $200,000 and the current first mortgage balance (Hancock Bank) to be paid off is approximately $4,000. The tax-assessed value of the ten units is $459,779. Based on results of a current market valuation, all ten units may not be required as collateral for financing.

Background

Community Enterprise Investments, Inc. (CEII) is a local not for profit agency established in 1974 that has provided affordable housing for both homeownership and rentals since 1990. We are a small local developer that has developed over 200 affordable rental units in Escambia County. The majority of those units are small scattered site duplexes and triplexes that have been funded with private loans and supplemented with County/City HOME and/or SHIP funding. CEII

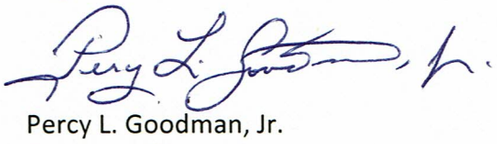
manages all rental developments in-house. As a condition of funding provided by the County, most of the developments have committed to affordability requirements for 22-30 years. In order to qualify for HUD HOME Community Housing Development Organization (CHDO) funding, CEII has to meet standards to qualify as a CHDO that are set by HUD. CEII is required to follow compliance guidelines as required for the HOME CHDO funding (not for profit status, affordable housing as agency purpose, capacity in staffing and financials, requirement for low income representation of at least 1/3 on its Board, documentation of community service, input from beneficiaries regarding design, management of development, etc..). This must be documented each and every time HOME funds are committed to a project.

Over the years, CEII has constructed workforce housing specifically targeted to be affordable for first-time homebuyers. We have developed and sold 50+ units over the years. When Santa Rosa County received special Neighborhood Stabilization Program (NSP) grant program funding in 2010-12 that was targeted toward foreclosed and blighted properties, CEII was one of three not-for- profits that acquired distressed properties in target areas and rehabbed those units as affordable rentals, completing 6 units.

CEII also is a HUD certified credit counseling agency--the only one that is present in Escambia County. We offer regular homebuyer education classes and one-on-one credit counseling at no charge to the community. Additionally, CEII operates the Small Business Administration's Microloan Program which provides small business loans of up to $50k to entrepreneurs who have been unable to obtain conventional bank financing.

Please feel free to contact me if you have any questions or need any additional information.

Regards,



Percy L. Goodman, Jr.
Executive Director

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16340 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: Acquisition of Real Property for the Jackson Creek Restoration Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property for the Jackson Creek Restoration Project - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the purchase of real property, located at 8 Beth Circle in Wesleyan Terrace 1st Addition Subdivision, owned by Alabama Baptist Children's Home and Family Ministries, for the Jackson Creek Restoration Project:

A. Authorize the purchase of 8 Beth Circle (approximately 0.23 acres), owned by Alabama Baptist Children's Home and Family Ministries, for the Jackson Creek Restoration Project, for the purchase price of $6,000;

B. Approve the Contract for Sale and Purchase for the acquisition of real property, located at 8 Beth Circle;

C. Accept, for information, the Public Disclosure of Interest Form provided by Alabama Baptist Children's Home and Family Ministries; and

D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This property is located within Commission District 2.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 210107/56301, Project #13EN2382]

BACKGROUND:

In 2015, the National Fish and Wildlife Foundation (NFWF) officially awarded Escambia County over $11 million in Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies (RESTORE) Act funding for construction of five projects within the Bayou Chico Watershed. Funds were awarded through NFWF to improve water quality and enhance wildlife habitat. These projects are located in three of the main freshwater tributaries to Bayou Chico, including a floodplain restoration/expansion project to be located along Jackson Creek, requiring the acquisition of properties.

Meeting in regular session on July 23, 2015, the Board authorized staff to begin the process of obtaining necessary easements, parcels, and permits to complete the NFWF-funded restoration projects. On August 17, 2017, the Board authorized staff to make offers, draft the Contract for Sale and Purchase for the acquistions of real properties located in Wesleyan Terrace 1st Addition Subdivision and bring the executed Contract back before the Board.

Natural Resources Management staff have completed an evaluation of potential project sites located along the creek, prioritizing properties according to the specified restoration goals and grant-related metrics. Wesleyan Terrace 1st Addition is one of the recommended projects (Item J provided - Jackson Creek Potential Projects.)

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, Local Option Sales Tax III, Account 210107/56301, Project #13EN2382.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase has been reviewed and approved by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Code of Ordinances.

Attachments

AL Childrens Home Contract

Public Disclosure

AL Childrens Home_Aerial Map
Jackson Creek Potiential Projects
BCC July 23, 2015
BCC August 17 2017

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Alabama Baptist Children's Home and Family Ministries, an Alabama not for Profit Corporation, whose address is 2681 Rocky Ridge Lane, Birmingham, Alabama 35216 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2019.

2. PURCHASE PRICE; PAYMENT. The purchase price is Six Thousand Dollars ($6,000.00), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller have no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain

binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:
Alabama Baptist Children's Home and
Family Ministries
PO Box 91294
Mobile, AL 32506

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
rcui t

Lumon J. May, Chairman

Deputy Clerk

Date: _____

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty.
Date: July 11, 2019

BCC Approved: _____

Witness
Haley Walker
Print Name

SELLER:
Alabama Children's Home and Family Ministries

By: Dana Watson, Chief Operations Officer, South Alabama

Witness
Autumn Cauley
Print Name

Date: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1 day of July, 2019, by **Dana Watson, as Chief Operations Officer, South Alabama, for Alabama Children's Home and Family Ministries**, an Alabama corporation, on behalf of the corporation. He (✓) is personally known to me, or (_) produced current _____ as identification.

Signature of Notary Public
Anna Blair
Printed Name of Notary Public

(Notary Seal)

5

Anna Blair
Alabama State at Large
My Commission Expires
June 5, 2023

Exhibit "A"

Lot 16, Block B Wesleyan Terrace, First Addition, a subdivision of a part of Section 37, Township 2, Range 30 West, as recorded in Plat Book 7, at page 7, of the Public Records of the Escambia County, Florida

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2018) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Dana Watson, as Chief Operations Officer, South Alabama, for Alabama Baptist Children's Home and Family Ministries, an Alabama not for Profit Corporation, do hereby attest and affirm:

1. That the address for Alabama Baptist Children's Home and Family Ministries is 2681 Rocky Ridge Lane, Birmingham, Alabama 35216.

2. That the following entity or individuals have a beneficial interest in the real property described in Exhibit A:

A. No individuals will be benefiting from the sell.
(Name) (Address)

Relationship/Interest: _____

B. _____
(Name) (Address)

Relationship/Interest: _____

C. _____
(Name) (Address)

Relationship/Interest: _____

D. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A to Escambia County, Florida.

Witness Haley D Walker

Print Name Haley D. Walker

Witness Autumn Cauley

Print Name Autumn Cauley

Alabama Baptist Children's Home and Family Ministries, an Alabama not for Profit Corporation

By: Dana Watson
Its Chief Operations Officer, South Alabama

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 9 day of July, 2019, by Dana Watson, as Chief Operations Officer, South Alabama, for Alabama Baptist Children's Home and Family Ministries, a on behalf of the corporation. He (✓) is personally known to me, or (_) has produced current _____ as identification.

Anna Blair
Signature of Notary Public

Anna Blair
Printed Name of Notary Public

(Notary Seal)

Anna Blair
Alabama State at Large
My Commission Expires
June 5, 2023

Exhibit "A"

Lot 16, Block B Wesleyan Terrace, First Addition, a subdivision of a part of Section 37, Township 2, Range 30 West, as recorded in Plat Book 7, at page 7, of the Public Records of the Escambia County, Florida

Jackson Creek Restoration



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 8/3/17 DISTRICT 2

Alabama Baptist Children's Homes and Family Ministries Property

A - North Branch Stabilization and Sediment Source Reduction

Project Description: The north branch of Jackson Creek is an ephemeral stream. The north branch watershed extends from Lillian Highway south under Jackson Street to intersection of Prieto Drive and Redwood Circle. Drainage is subject to over 50 feet of vertical fall from the top of watershed to Jackson Creek. North branch is substantial source of sediment into Jackson Creek and eventually Bayou Chico. Substantial grade control and bank stabilization structures are likely required to provide adequate stabilization to protect the area from erosion during storm flows. Project may include one or more sediment traps to improve removal efficiencies.



Pros: prevents substantial amount of sediment from entraining Jackson Creek/Bayou Chico; project may be able to be separated into manageable phases

Cons: cost; requires easements over, or acquisition of, dozens of individually owned parcels; inability to obtain access to key parcels may significantly limit effectiveness of the overall project;

Estimated Cost: >$1M

NFWF Grant Applicability: Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project not recommended under this funding opportunity.

B - Corry Station Offline Wet Stormwater Retention System

Project Description: Headwaters of Jackson Creek currently flows across Corry Station through existing concrete ditch system. Project would construct a wet stormwater retention pond designed to capture and treat the first flush from the Twin Oaks neighborhood and Corry Station. Storm flows exceeding pond design capacity would bypass the system to Jackson Creek through existing concrete ditch. Project site is four acres. Drainage basin is approximately 260 acres. Project was initially discussed with Navy in 2012 as collaborative effort with Escambia County to implement the Bayou Chico BMAP; Navy continued to express interest in the project following April 2014 flood event.



Pros: design would provide treatment for first flush of stormwater runoff; provides water quality benefits necessary to address Bayou Chico fecal coliform BMAP and nutrient TMDL; provides limited flood attenuation

Cons: potential conflicts with future development plans for Corry Station; only provides treatment for a portion of typical storm events; does not restore historic Jackson Creek; numerous onsite construction constraints; requires future routine maintenance;

Estimate Cost: $500-$750K

NFWF Grant Applicability: Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project not recommended under this funding opportunity.

C - Prieto Drive Floodplain Expansion

Project Description: Stream segment immediately west of Prieto Drive has become largely disconnected from the historic floodplain. Project would construct floodplain benches along both sides of the creek by excavating existing material. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately one acre /250 linear feet.



Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization

Cons: numerous mature live oaks within excavation footprint; significant utility conflicts along stream;

Estimated Cost: $300K-$500K

NFWF Grant Applicability: Project reestablishes a limited amount of floodplain area. Loss of existing mature live oak canopy offsets project benefits. Project not recommended.

D - Gregory Street Floodplain Expansion (Recommended)

Project Description: This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain by mounded side cast material from dredging. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Project would relocate centerline of the creek north onto vacant property. Areas adjacent to the new creek channel would be excavated to create new floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately two acres /400 linear feet.



Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; restores creek to historic location; restores up to two acres of floodplain wetlands; improves water quality;

Cons: requires property acquisition; ability to create stable stream meander restricted by overall project length

Estimated Cost: $500-S750K (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives. Overall scope of project is significantly limited by the relatively small length/width ratio of the property. Project would greatly benefit by expanding restoration activities to areas further east. Project is recommended for this funding source.

E – Gregory Street Stormwater Retrofit

Project Description: An ephemeral stream extends south from West Jackson Street under Gregory Street to Jackson Creek. Final section south of Gregory Street is contained within a series of concrete ditches. Project would create new stormwater treatment south of Gregory Street on vacant property. Stormwater vaults could be added to the project to increase efficiency. Drainage basin is approximately 125 acres. Site is approximately 0.5 acres.

Pros: provides new stormwater treatment; provides limited flood attenuation;

Cons: project site is too small to provide adequate treatment for typical storm events; numerous constraints further limit extent of construction; requires property acquisition;



Estimated Cost: $300-$500K (plus acquisition costs)

NFWF Grant Applicability: Project provides water quality benefits, but does not provide clear direct wildlife habitat enhancement. Project would greatly benefit by expanding retrofit activities to areas further south. Project not recommended under this funding opportunity.

F – Mini Storage Wetland Restoration and Floodplain Expansion (Recommended)

Project Description: Existing commercial development is located within the historic floodplain of Jackson Creek. Existing creek is confided to an incised ditch. Project would demolish the existing mini storage facility and excavate associated fill material. Project would remove three acres of impervious surfaces from the watershed. Project would restore approximately 800 linear feet of Jackson Creek, and up to three acres of adjacent floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; restores creek to historic location; removes three acres of untreated impervious surfaces from watershed; restores three acres of floodplain wetlands; stabilizes south stream bank without hardening; improves water quality; benefits other potential projects located to the north and west.



Cons: requires property acquisition; requires significant demolition; numerous onsite construction constraints;

Estimated Cost: $1M (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain system along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is a great fit for the grant goals and objectives. Project is highly recommended for this funding source.

G – New Warrington Road Floodplain Expansion North

Project Description: Project site is located along the north bank of Jackson Creek between New Warrington Road and Old Corry Field Road. Project would expand floodplain area along the inside bend of the creek. Project would remove existing camp site and associated debris. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Site is approximately 0.3 acres.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; lower risk of erosion along inside bend of stream; property currently for sale



Cons: floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; amount of excavation on site is limited; construction constraints associated with major road and utility crossings; western half of property is the site of previous concrete block stabilization project; relative small size of available restoration area

Estimated Cost: S300-$500K (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will remove significant debris and enhance wildlife utilization. Project is in-line with grant goals and objectives. Constraints limit project feasibility. Project is not recommended for this funding source.

H – New Warrington Road Floodplain Expansion South

Project Description: Project site is located along the south bank of Jackson Creek between New Warrington Road and Old Corry Field Road. Project would expand floodplain area along the outside bend of the creek. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Site is approximately 0.4 acres.

Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality;



Cons: numerous mature live oaks within excavation footprint; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; amount of excavation on site limited; construction constraints associated with major road and utility crossings; excavation could potentially put existing private property at risk; relative small size of available restoration area

Estimated Cost: S300-$500K (plus acquisition costs)

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Loss of existing mature live oak canopy offsets project benefits. Constraints limit project feasibility. Project is not recommended.

I – Old Corry Road Wetland Restoration and Floodplain Expansion

Project Description: Project site is located along the north bank of Jackson Creek immediately downstream of Old Corry Field Road. Areas adjacent to the creek would be excavated to create new floodplain wetlands. Floodplain areas created would be replanted with appropriate native vegetation. Project would expand floodplain area along the north bank of the creek. Site is approximately 0.4 acres / 100 linear feet.



Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; no existing tree canopy; existing county parcel

Cons: location of previous concrete block stabilization project; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; close proximity of Old Corry Field Road crossing; length/width ratio of property severely limits project feasibility

Estimated Cost: $300K

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Construction constraints limit project feasibility. Site would be better suited as construction staging area for alternative project. Project is not recommended.

J – Wesleyan Terrace 1st Addition (Recommended)

Project Description: Project site is located along the north bank of Jackson Creek within the Wesleyan Terrace neighborhood. Project would acquire multiple vacant lots along the creek. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Parcels would be excavated to expand existing floodplain. Floodplain areas would be replanted with appropriate native vegetation. Site is approximately three acres / 800 linear feet.



Pros: expanded floodplain provides improved flood attenuation; enhances wildlife utilization; improves water quality; protects wetlands from future development; prevents future septic tank systems along Jackson Creek

Cons: project enhances existing floodplain areas rather than restoring historic areas; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; likely requires property acquisition from multiple property owners; limited new floodplain potential from wettest lots; much of the site is existing wetlands

Estimated Cost: $750K - $1M

NFWF Grant Applicability: Project enhances historic floodplain along a portion of Jackson Creek. Project is in-line with grant goals and objectives. Floodplain expansion project would require acquisition of the least flood prone lots since lots more susceptible to flooding already provide floodplain functions. Project is only recommended on a portion of the overall project site.

K – Jackson Creek Breach Repair

Project Description: Project site is located along the south bank of Jackson Creek adjacent to the southwestern most of the Jackson Lakes. A breach has formed between the creek and adjacent lake. Project would repair the breach and reestablish flows within the creek.



Pros: reestablishes normal base flow within the creek; protects downstream box culvert from future damage during flood events; existing county parcel

Cons: project does not expand existing floodplain along Jackson Creek; project may actually increase flood risk; limited access;

Estimated Cost: $50K

NFWF Grant Applicability: Project reestablishes typical flows within this portion of Jackson Creek, but does not expand floodplain wetlands. Project is not recommended for this funding source.

L – Jackson Lakes Site Stream Restoration (Recommended)

Project Description: This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain. Project would construct floodplain benches along both sides of the creek by excavating existing material. Floodplain areas created would be replanted with appropriate native vegetation. Project site is approximately four acres /1,800 linear feet.



Pros: expanded floodplain provides limited flood attenuation; enhances wildlife utilization; restores historic floodplain; restores up to two acres of floodplain wetlands; improves water quality; existing county property

Cons: floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation; may require a new steel bridge to be installed; may limit future use of the site;

Estimated Cost: $1M

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives. Project is recommended for this funding source.

M – Jackson Creek Priority One Restoration

Project Description: This stream section was ditched in the 1950s. Ditch is largely disconnected from historic floodplain. Project would redirect stream through the existing southeastern most lake. Lake would be filled to create floodplain area. Previous stream channel would be abandoned. This type of stream restoration is often referred as a "priority one" restoration. High percentage of existing canopy and subcanopy is comprised of invasive exotic species. Floodplain areas would be planted with appropriate native vegetation. Site is approximately ten acres / 1,400 linear feet.



Pros: expanded floodplain provides limited flood attenuation; enhances wildlife utilization; restores historic floodplain; restores up to ten acres of floodplain wetlands; improves water quality; existing county property

Cons: cost; substantial amount of fill required; floodplain expansion downstream of New Warrington Road bottleneck only provides limited flood attenuation for upstream locations; will limit future use of the site;

Estimated Cost: >>$1M

NFWF Grant Applicability: Project reestablishes historic floodplain along a portion of Jackson Creek. Wetland restoration will enhance wildlife utilization. Project is in-line with grant goals and objectives, but the scope of the project is far beyond the available grant budget and timeline. Project is not recommended for this funding source.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning the National Fish and Wildlife Foundation (NFWF) Project Funding Agreement for Bayou Chico Restoration Projects (Funding: this Grant will increase the Budget in Fund 118, Gulf Coast Restoration Fund, in the amount of $11,032,250; a matching contribution from Escambia County of $2,183,000.00 has been identified under a Florida Department of Environmental Protection 319 Grant [$750,000.00], which will be set up in Fund 110, Other Grants and Projects, and in Fund 352, Local Option Sales Tax III, Cost Center 210107, Transportation & Drainage, Project 08EN0272, Beach Haven [$1,433,000.00]):

A. Accepting and approving the National Fish and Wildlife Foundation Project Funding Agreement (NFWF Project ID #45910), in the amount of $11,032,250, for Bayou Chico Restoration Projects;

B. Authorizing the Chairman to sign the Project Funding Agreement and any subsequent Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board; and

C. Authorizing staff to begin the process of obtaining necessary easements, parcels, and permits to complete the Bayou Chico Restoration projects.

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Acquisition of Two Real Properties in Wesleyan Terrace

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action to give further direction regarding the acquisition of two real properties located in Wesleyan Terrace 1st Addition Subdivision for the Jackson Creek Restoration Project (Funding Source: Fund 352, "LOST [Local Option Sales Tax] III," Cost Center 210107, Object Code 56101, Project #13EN2382):

A. Authorizing staff to make an offer to the following property owners; Market Value amounts and verbal counter offers are indicated below, and amending the [verbal counter-offer for] the Shrader property at 5 Danbury Circle [from $10,000] to $5,000:

Parcel ID and Description	Property Owner	Address	Parcel Size	Market Value	Verbal Counter-Offer
37-2S-30-3400-029-002 Platted, wedge-shaped lot, potential flood hazard	William C. Schrader	5 Danbury Circle	0.27 acre +/- 11,761 sf	$4,234	$5,000
37-2S-30-3400-017-002 **(COMP PARCEL)** Platted, wedge-shaped lot, potential flood hazard = $0.36/sf / 40% adjustment	Pepper Trust	7 Beth Circle	0.25 acre +/- 11,086 sf	$4,000	N/A
37-2S-30-3400-016-002 Platted, rectangle-shaped lot, no potential flood hazard	Alabama Baptist Children's Home and Family Ministries	8 Beth Circle	0.24 acre +/- 10,000 sf	$6,000	N/A
37-2S-30-3400-028-002 **(COMP PARCEL)** Platted, rectangle-shaped lot, no potential flood hazard =$0.60/sf / no adjustment	Pepper Trust	Danbury Circle (Blk)	0.24 acre +/- 10,000 sf	$6,000	N/A

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

B. Authorizing staff to draft the Contract for Sale and Purchase for the acquisition of real property located in Wesleyan Terrace 1st Addition Subdivision and bring the executed Contract back before the Board; and

C. Authorizing the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of these properties, without further action of the Board.

COMMISSIONER BERGOSH RELINQUISED THE CHAIR TO COMMISSIONER UNDERHILL

14. Issuance of a Purchase Order 

Motion made by Commissioner Barry, seconded by Commissioner May, and carried unanimously, approving to issue a Purchase Order, for a not-to-exceed amount of $241,325, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to perform signal upgrades, as per the ITS/ATMS (Intelligent Traffic System/Automated Traffic Management System), as amended to include the additional intersections of Highway 95-A (Old Palafox) at Ten Mile Road and Highway 95-A (Old Palafox) at Kingsfield Road; the list of intersections (14 total), description of proposed upgrades, and costs are provided (Funding Source: Fund 352, "LOST [Local Option Sales Tax] III," Cost Center 201017, Object Code 56301, Project #11EN1028 - totaling $241,325).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16485 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: SR292 (Sorrento Road) Capacity Project
From: Doug Underhill, Commissioner
Organization: Commissioner, District 2
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for the Project Development & Environment Study Update and Preliminary Engineering Phase for the State Road 292 (Sorrento Road) Capacity Project - Commissioner Douglas Underhill, District 2

That the Board discuss the funding for the Project Development & Environment (PD&E) Study Update and Preliminary Engineering (PE) Phase for the State Road (SR) 292 (Sorrento Road) Capacity Project.

[Funding: Per the Florida Department of Transportation, $1,000,000 is needed to update and complete the PD&E Study, and $4,000,000 is needed to program the PE Phase to meet the federal planning consistency requirement.]

BACKGROUND:

The Sorrento Road Capacity Project, listed as the #22 Project Priority on the Florida-Alabama Transportation Planning Organization (TPO) Non-Strategic Intermodal System, is intended to widen the roadway from 2-lanes to 4-lanes, provide safety enhancements, relieve traffic congestion and increase capacity. The project limits span from Innerarity Point Road to SR 173 (Blue Angel Parkway) along Sorrento Road, and the original PD&E Study was conducted by Escambia County from 2006 to 2014.

After the required Public Hearing, the PD&E was assigned to Florida Department of Transportation (FDOT) in 2014; however, Escambia County was not able to provide the $17,000,000 local match when requested by FDOT in 2015. In order to meet National Environmental Policy Act requirements for planning consistency that requires at least the subsequent future phase funded, FDOT placed the Study on hold pending commitment of local funds to complete the PD&E and Preliminary Engineering. Based on the incomplete documentation and age of the study, FDOT will need to revise and update most of the critical PD&E documents, such as the traffic analysis, cultural resource assessment survey, noise study, natural resource evaluation, and final environmental document.

Per the Florida-Alabama TPO Congestion Management Process Plan (last updated in 2018), Sorrento Road is currently functioning beyond its allowable capacity. The Level-of-Service (LOS) for this segment of SR292 is max LOS D - 17,700 vehicles per day; however, the roadway functions at LOS F - experiencing over 18,000 vehicles per day. It is anticipated to exceed 20,000 vehicles per day by Year 2022, and 22,000 by Year 2027.

Per the FDOT, the estimate to update the PD&E Study is $1,000,000, and the estimate for the PE phase is $4,000,000. In order for the project to proceed, FDOT would need to secure the PD&E dollars of $1,000,000, and, at least enter into an Agreement with the County, for the future PE dollars of $4,000,000.

Per the Florida-Alabama TPO Long Range Transportation Plan, the estimate for the Right-of-Way Phase is $20,000,000, and estimate for the Construction Phase is $43,700,000.

BUDGETARY IMPACT:

[Funding: Per the Florida Department of Transportation, $1,000,000 is needed to update and complete the PD&E Study, and $4,000,000 is needed to program the PE Phase to meet the federal planning consistency requirement.]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If funding is provided locally to proceed with the project, Staff will coordinate with FDOT to execute any necessary Agreement(s) to re-initiate the project.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16489 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: Bob Sikes Toll Booth Discussion
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bob Sikes Toll Booth - Commissioner Robert Bender, District 4

That the Board discuss the following items related to the Bob Sikes Toll Booth and provide direction/approval for each item:

A. Discuss options on how to handle peak weekend traffic, 9:30 a.m., until 7:30 p.m., on Saturday's and Sunday's, through the Labor Day weekend;

B. Grant approval for the Engineering Department to explore alternative methods for people to pay a toll using technology: a telephone app, license plate subscriptions, etc.; and

C. Grant approval for the Engineering Department to do a feasible study, in-house if possible, to determine if it is possible to create a third southbound lane from the Bob Sikes toll plaza to Fort Pickens Road that would become a dedicated right turn lane for people turning onto Fort Pickens Road.

[Funding: Fund 167, Bob Sikes Toll Plaza {If funding is required}]

BACKGROUND:

During the first seven months of 2019, January 1, 2019, through July 7, 2019, the Bob Sikes toll plaza had an increase of over 39,000 vehicles compared to the same time period in 2018. During the summer months, this increase creates traffic backups that affect the City of Gulf Breeze and their residents, visitors trying to enjoy their vacations, and our residents who simply want to enjoy a day at the beach with their families.

BUDGETARY IMPACT:

The impact on the budget depends on how much it costs to do the feasible study and explore alternative methods to pay tolls using technology.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16494 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: Adopt a Resolution Supporting the Naming of the New Pensacola Bay Bridgeas the General Daniel “Chappie” James, Jr. Memorial Bridge
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of a Resolution Supporting the Naming of the New Pensacola Bay Bridge "The General Daniel "Chappie" James, Jr., Memorial Bridge" - Commissioner Robert Bender, District 4

That the Board approve, adopt, and authorize the Chairman to sign the Resolution supporting the naming of the new Pensacola Bay Bridge "The General Daniel "Chappie" James, Jr. Memorial Bridge" as recommended by the Pensacola Bay Bridge Naming Committee with an unanimous vote and send a copy of the adopted Resolution to our local Legislative delegation.

BACKGROUND:

On February 21, 2019, the Board of County Commissioners created the Pensacola Bay Bridge Naming Committee. The Committee was tasked to hold public hearings in both Escambia and Santa Rosa Counties, then bring a Recommendation back to both the Board of County Commissioners and the Gulf Breeze City Council. After holding two public hearings, June 11, 2019, in Escambia County, and June 12, 2019, in Gulf Breeze, the Committee held a final meeting on July 9, 2019, and voted unanimously to submit "The General Daniel "Chappie" James, Jr. Memorial Bridge" name. The Pensacola Bay Bridge Committee consisted of: Frederick A. Davis, Jack P. Brown, Rear Admiral Peter Booth, Lawrence Powell, Rusty Branch, Gary Michaels, Edwin "Buz" Eddy, Timothy F. Burr, and Vic Bindi.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office prepared the Resolution and granted legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, copies of the Resolution will be mailed to our Legislative Delegation.

Attachments

New Pensacola Bay Bridge Naming Resolution

RESOLUTION R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE NAMING OF THE NEW PENSACOLA BAY BRIDGE AS THE GENERAL DANIEL "CHAPPIE" JAMES, JR. MEMORIAL BRIDGE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, General Daniel "Chappie" James, Jr. was born in Pensacola, Florida on February 11, 1920; and

WHEREAS, as a young African American male growing up in Pensacola, the Cradle of Naval Aviation, he dreamed of one day flying and was encouraged by his mother, Lillie A. James to never give up on his dream; and

WHEREAS, following his graduation from Booker T. Washington High School, General Daniel "Chappie" James, Jr. attended Tuskegee Institute where he joined the Army Air Corps and was commissioned as a Second Lieutenant in the famed Tuskegee Airmen, the first African American pilots of the U.S Air Corps; and

WHEREAS, throughout his distinguished military career, where he flew 101 combat missions in the Korean Conflict, 78 combat missions over North Vietnam, and became the first African American four-star General in the United States Air Force, General Daniel "Chappie" James, Jr. never gave up his fight for equal rights and instilled in many young pilots patriotism, strong work ethics, and a desire of achievement through hard work and self-reliance; and

WHEREAS, by Board action on February 21, 2019, the Escambia County Board of County Commissioners enacted Resolution R2019-25 establishing a committee to consider a name for the new Pensacola Bay Bridge; and

WHEREAS, the Escambia County Pensacola Bay Bridge Naming Committee has recommended that the Escambia County Board of County Commissioners name the new Pensacola Bay Bridge the *General Daniel "Chappie" James, Jr. Memorial Bridge* in his honor.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above stated recitals are true and correct and incorporated herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby supports naming the new Pensacola Bay Bridge the *General Daniel "Chappie" James, Jr. Memorial Bridge*.

Section 3. This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/11/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16385 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: Pitney Bowes Postage Meter Lease - State of Florida Contract #44102100-17-1
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pitney Bowes Postage Meter Lease - State of Florida Contract #44102100-17-1.

That the Board approve and authorize the Chairman to sign the attached Lease Contract on the Pitney Bowes C200 Meter.

BACKGROUND:

The Board previously approved postage meter leases for the County Attorney's Office on March 6, 2008, February 16, 2012, and November 5, 2015. Using metered mail (Pitney Bowes) allows a cost savings of $.05 per letter versus using U.S. postage stamps.

Additionally, the Clerk of the Circuit Court requires that all outgoing mail be delivered to her office by 2:00 p.m. each day to be stamped and mailed the same day. The Clerk of this Circuit Court has been very cooperative, but due to the fact that a large volume of mail generated late in the afternoon cannot be mailed the following day would burden both the Clerk of the Circuit Court and the County Attorney's Office.

BUDGETARY IMPACT:

The lease payments will come out of the County Attorney's budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2019 CAT Pitney Bowes Lease

C200 Pitney Bowes Meter

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pitney bowes

State of Florida Contract #44102100-17-1 Order Form

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
ESCAMBIA CNTY ATTORNEY'S OFFICE	598000598

Sold-To: Address

221 PALAFOX PLSTE 430, PENSACOLA, FL, 32502-5837, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Alain Espinosa	850-595-4970	0010270126

Bill-To: Address

221 PALAFOX PLSTE 430, PENSACOLA, FL, 32502-5837, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Alain Espinosa	850-595-4970	0010270126	aespinosa@myescambia.com

Ship-To: Address

221 PALAFOX PLSTE 430, PENSACOLA, FL, 32502-5837, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Alain Espinosa	850-595-4970	0010270126

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIESIMI	SendPro C-Series IMI
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	C200	SendPro C200
1	DM1RKL	Return Kit for DM100/125 - Large
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	MP81	C Series Integrated Scale
1	PTJ1	Postal Shipping
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C-Series IMI)

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1	ZH24	Manual Weight Entry
1	ZH25	HZ02 40 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHWL	5lb / 3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	$ 53.49	$ 160.47

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

By your signature below or Purchase Order, you are entering into a Lease Agreement pursuant to the terms and conditions of the Florida STC No. 44102100-17-1. If software is included in the Order, additional terms apply. Please refer to http://www.pb.com/state-and-local-government-solutions/states/florida for the applicable software terms.

44102100-17-1
State/Entity's Contract#

Lessee Signature
Lumon J. May
Print Name
Chairman, District 3
Title
Date
District3@myescambia.com
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Sales Information

Rhonda Beam — Account Rep Name
rhonda.beam@pb.com — Email Address
PBGFS Acceptance

Approved as to form and legal sufficiency.
By/Title:
Date: 6/19/17

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pitney bowes

Shipping & Mailing

SendPro® C200

Make the smart sending choice every time.

Eliminate guesswork with our all-in-one solution.

The SendPro C200 is the simplest, all-in-one technology for office mailing and package shipping. It's a complete sending solution that makes it easy to process mail and send packages all from one place. You'll be able to:

- Process daily mail and print postage quickly and accurately.
- Access USPS® shipping rates which offer discounts of up to 39% off retail rates*.
- Compare options from three major carriers, like USPS and UPS®.
- Print shipping labels for three carriers right from the system.
- Track packages and costs across three major carriers in one consolidated report.

Plus, with the integrated scale you can accurately calculate postage and shipping charges for all of your letters, flats and packages. The C200 makes it easy for your office to consistently choose the ideal mailing or shipping option.

Save money and eliminate overspend.

Using a color touchscreen display, the C200 makes your selections of carrier, class and services simple and accurate. For letter mail, simply select the postal class and services you want, then seal and print postage in one easy step. For larger items, you can compare each carrier's shipping options and print a shipping label. Plus, the C200 is digitally connected so you'll always be up-to-date with automatic postal and carrier updates, low ink alerts, service warnings and diagnostic notifications.



*Actual savings may vary depending on weight, zone and services requested.

Make the confident choice, no matter what you send.

With the SendPro® C200, you can consistently choose the ideal carrier, class or service to get your items delivered—all at the best price for your needs. Just weigh the item to see your carrier's options with a cost and estimated delivery time. A common address book works across all three carriers and verifies the recipient addresses to ensure accurate delivery. Then, after selecting the ideal choice for your unique business needs, the C200 will print a shipping label from the attached label printer or your network printer.

Ship and track from anywhere.

Access C200's shipping and tracking capabilities away from your mail area with secure access from your desktop computer. You'll always have a consolidated view of your cost history and tracking information for carrier shipments. By having multiple information on a single platform, the C200 eliminates having to use multiple carriers' websites to process a package or track a shipment.

Maximize savings every time you send.

The C200 is designed to save you and your office staff time and money in many ways. You can get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk™ program. When shipping, you immediately save with USPS® shipping discounts for Priority Mail and other package services. As a certified Ready Provider of UPS®, Pitney Bowes offers savings of 18% on UPS Next Day Air® and 9% off UPS Ground Commercial and Residential.



Specifications

User display	Color touchscreen
Envelope processing	Up to 40 letters per minute; semi-automatic feeding
Envelope moistener	Standard
Integrated scale	Standard: Up to 5 lbs.
External scale	Optional
USPS retail rates and extra services	Standard; No Presort rate option
Electronic return receipt	Not available—use standard USPS return receipt
USPS shipping (Commercial Base Pricing)	Standard
Multi-carrier shipping	Optional; Use existing business account (UPS and other carrier)
Multi-user access	Optional
Shipping label printer (4" x 6")	Optional; Compliant to USPS and alternate carriers
Label and report printing	Standard: Print to network printer Optional: Laser printer for reports
Cost accounting	Optional: 25 accounts, 100, 500 or more
Connectivity	Standard: LAN (wired) or Wi-Fi (wireless)
Envelope sizes	Up to 3/8" thickness. Media sizes: 3" x 5" up to 13" x 15"
Differential weighing	Optional
Electrical and approvals	100 – 120 VAC, 50/60 Hz, 1.0A
Dimensions	16 1/2" L x 15 1/2" D x 11 1/2" H (with integrated scale)

For more information, visit us online: pitneybowes.com/us/sendpro-c-series

pitney bowes

United States
3001 Summer Street
Stamford, CT 06926-0700

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recycleplease.org

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16343 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: Authorize Scheduling a Public Hearing to Review the Interlocal Agreement for Distribution of the Additional 4th-Cent Local Option Fuel Tax Proceeds
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorizing the Scheduling of a Public Hearing to Review the Terms of the Interlocal Agreement for Distribution of the Additional 4th-Cent Local Option Fuel Tax Proceeds.

That the Board authorize scheduling a public hearing on Thursday, August 1, 2019, at 5:32 p.m. to review the terms of the Interlocal Agreement with the City of Pensacola relating to the distribution of the additional 4th-Cent local option fuel tax proceeds.

BACKGROUND:

On November 19, 2012, the Board enacted Ordinance Number 2012-41, establishing Section 90-207, Escambia County Code of Ordinances, to authorize the levy of an additional 4th-cent local option fuel tax with all monies received to be used solely to fund public transportation and mass transit systems and services in the County. The proceeds of the tax were to be distributed by the State Department of Revenue in accordance with the terms of an Interlocal Agreement entered into between the County and the City of Pensacola. The tax was imposed as of January 1, 2014, for an indefinite duration unless rescinded.

Thereafter, on April 2, 2013, the County and City entered into an Interlocal Agreement for the distribution of the additional 4th-cent local option fuel tax. As provided in the agreement, effective January 1, 2014, the County assumed fiscal responsibility for funding mass transit service within the jurisdictional boundaries of the City, and the City agreed to waive the City's share of the tax proceeds. Accordingly, the distribution formula distributed 100% of the tax proceeds to the County. The duration of the Interlocal Agreement runs concurrent with the levy of the tax.

Pursuant to paragraph 3.2 of the Interlocal Agreement, "[a] public hearing shall be held every five (5) years to review the terms of the agreement."

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Ord. 2012-41
Interlocal Agreement - LOFT (04-02-13)
Actual Revenues

Escambia County
Clerk's Original
11/19/2012 10:30 am PH

Date: 11/19/2012 Verified By: DHarris

ORDINANCE NUMBER 2012-41

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING ARTICLE V, SECTION 90-207, ET. SEQ., AND ADOPTING A FOUR (4) CENT LOCAL OPTION FUEL TAX ON MOTOR FUEL; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR IMPOSITION; PROVIDING FOR USE OF FUNDS; PROVIDING FOR DISTRIBUTION AMONG THE COUNTY GOVERNMENT AND ELIGIBLE MUNICIPALITIES BY INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to provide public transportation services to the residents of Escambia County, Florida, the Escambia County Board of County Commissioners has established, and maintains and operates, Escambia County Area Transit (ECAT); and

WHEREAS, the Board finds that ECAT provides a critical and essential service by acting as the sole conduit for many Escambia County residents to commute between home and work, to conduct business and make purchases, and to complete other daily activities which further the economic development and growth of Escambia County; and

WHEREAS, the Board further finds that operating ECAT alleviates traffic congestion and reduces stress and deterioration to existing roadways and traffic facilities; and

WHEREAS, for these reasons, the Board concludes that the continued operation of ECAT is necessary to reaching its goal of providing a safe, efficient, and financially feasible mass transit transportation system; and

WHEREAS, the Board presently funds ECAT through its general revenue fund and through other revenues collected from ECAT riders; and

WHEREAS, such funds are insufficient to maintain ECAT at its current level of service or to enhance and expand ECAT services; and

WHEREAS, pursuant to Section 336.025(1)(b), Florida Statutes (2012), the Board has the authority to levy a four (4) cent local option fuel tax to act as a dedicated funding service for ECAT; and

WHEREAS, for the aforementioned reasons, the Board finds that levying this local option fuel tax would allow the Board to continue operating ECAT and therefore significantly advances the public health, safety, and welfare of the residents of Escambia County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this ordinance as a statement of the legislative intent of the Board of County Commissioners in enacting this ordinance.

SECTION 2. LEVY OF FOUR-CENT LOCAL OPTION FUEL TAX.

Chapter 90, Article V, Section 90-207 of the Escambia County Code of Ordinances is hereby created as follows:

Section 90-207. Additional Four-Cent Local Option Fuel Tax.

(a) *Legislative findings.* The Escambia County Board of County Commissioners hereby finds as follows in support of this adopting this section:

(1) The Board of County Commissioners finds that it has authority to adopt and levy a four (4) cent local option fuel tax pursuant to Section 336.025(1)(b), Florida Statutes, and that any such local option fuel tax is in addition to any other fuel taxes levied by the County under federal, state, or local law.

(2) The Board of County Commissioners further finds that using moneys received pursuant to this section as a public transportation funding source is necessary to meet the requirements of the capital improvements element and the mass transit element of the Escambia County Comprehensive Plan.

(3) The Board of County Commissioners further finds that using moneys received pursuant to this section as a public transportation funding source is necessary to meet immediate local transportation problems and for other transportation-related expenditures.

(b) *Imposition of local option fuel tax.* There is hereby imposed a $0.04 local option fuel tax upon every gallon of motor fuel sold in Escambia County and taxed under the provisions of part I of chapter 206, Florida Statutes (2012).

(c) *Use of funds.* All moneys received pursuant to this section shall be used solely to fund, provide, and operate public transportation and mass transit systems and services in Escambia County.

(d) *Distribution pursuant to interlocal agreement.* Proceeds of the tax hereby imposed shall be divided and distributed by the state department of revenue, in accordance with the terms of any applicable interlocal agreement entered into between Escambia County and one or more of the municipalities located within Escambia County and the City of Pensacola, the municipality representing a majority of the population of the incorporated area within Escambia County. The distribution formula in the interlocal agreement shall provide for distribution of the entire proceeds of the local option fuel tax among the county government and all eligible municipalities within Escambia County.

(e) *Duration.* The tax hereby imposed is effective from January 1, 2014 and is for an indefinite duration unless rescinded as provided for by Florida law.

SECTION 3. SEVERABILITY.

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 4. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective upon its filing with the Department of State.

DONE AND ENACTED THIS 19th DAY OF November, 2012.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE MAGAHA
Clerk to the Circuit Court

BY: Wilson B. Robertson
Wilson B. Robertson, Chairman

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FL SEAL

BY: Doris Harris
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By: [signature]
Title: ASST. COUNTY ATTORNEY
Date: NOV. 20, 2012

Enacted: November 19, 2012

Filed with Department of State:

Effective: November 26, 2012

Commissioner Wilson B. Robertson, Chairman, District One	X Yes	___ No
Commissioner Gene M. Valentino, Vice-Chairman, District Two	X Yes	___ No
Commissioner Marie Young, District Three	X Yes	___ No
Commissioner Grover C. Robinson, IV, District Four	X Yes	___ No
Commissioner Kevin W. White, District Five	___ Yes	X No

Escambia County
Clerk's Original
4/2/2013 CAT I-1

INTERLOCAL AGREEMENT FOR DISTRIBUTION OF THE ADDITIONAL FOUR (4) CENT LOCAL OPTION FUEL PROCEEDS

THIS AGREEMENT is made and entered into this 2nd of April, 2013, by and between Escambia County, a political subdivision of the State of Florida, (herein after the "County"), and the City of Pensacola, a municipal corporation of the State of Florida, (herein after the "City").

WHEREAS, section 206.41 (1)(e), Florida Statutes, authorizes a local option tax on motor fuel, excluding diesel fuel, which tax shall be levied and used as provided in Section 336.025, Florida Statutes; and

WHEREAS, section 336.025 (1)(b), Florida Statutes, allows the County, by ordinance to enact up to five (5) cents per gallon in local option fuel tax; and

WHEREAS, section 336.025 (1)(b), Florida Statutes, requires that the tax shall be levied by ordinance adopted by a majority plus one vote of the membership of the governing body of the County or by referendum; and

WHEREAS, on November 19, 2012 the Escambia County Board of County Commissioners enacted, by a four to one vote, an ordinance to impose a four (4) cent local option fuel tax, effective January 1, 2014; and

WHEREAS, section 336.025 (1)(b)(2), Florida Statutes, provides for an interlocal agreement between the County and one or more municipalities therein to provide for a distribution formula for dividing the entire proceeds of the tax prior to the levy of the tax; and

WHEREAS, pursuant to section 336.025(1)(b)(2), Florida Statutes, the municipality representing the majority of residents in the incorporated areas may agree to a distribution formula for the entire proceeds; and

WHEREAS, the City of Pensacola represents the majority of residents in the incorporated areas of Escambia County; and

WHEREAS, section 336.025 (7)(a), Florida Statutes, provides that transportation expenditures may include "public transportation operations and maintenance"; and

WHEREAS, the County has agreed to assume fiscal responsibility for funding mass transit if the City agrees to waive the municipalities' share of the additional four (4) cent local option fuel tax; and

WHEREAS, the City participates in mass transit via its appointee to the Mass Transit Advisory Committee and the County shall supply the City with an annual report regarding mass transit; and

WHEREAS, the County shall have exclusive authority over the management and control of the mass transit system.

Verified By: CHanna
Date: 4/3/2013

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, County and City agree as follows:

ARTICLE 1
PURPOSE

1.1 This agreement is entered into pursuant to section 336.025, Florida Statutes (2012) for the purpose of determining the distribution among the county government and eligible municipalities of the proceeds of the additional four (4) cent Local Option Fuel Tax which the County intends to levy under the authority of section 336.025, Florida Statutes, beginning January 1, 2014, and every year thereafter. The City represents a majority of the population of the incorporated area, within the County. The recitals are hereby incorporated in this Agreement.

ARTICLE 2
DISTRIBUTION OF TAX PROCEEDS

2.1 Beginning January 1, 2014, the proceeds of the aforesaid tax shall be distributed as follows:

Escambia County	100.0%
City of Pensacola	0.0%
Town of Century	0.0%

2.2 It is the intent of the City to waive its rights to receive any proceeds of the aforesaid tax so long as the County retains fiscal responsibility for the local funding for the provision of public bus service in the County.

ARTICLE 3
TERMS OF AGREEMENT

3.1 The term of this agreement shall be concurrent with the levy of the tax: January 1, 2014 until rescinded.

3.2 A public hearing shall be held every five (5) years to review the terms of the agreement. These public hearings to review the terms of the agreement must be held prior to October 1, 2018 and every fifth year thereafter through the expiration of the tax.

ARTICLE 4
RIGHTS OF HOLDERS OF OUTSTANDING BONDS

4.1 It is the interest of the parties to this agreement that under no circumstances shall the Interlocal Agreement materially or adversely affect the rights of holders of outstanding bonds which are backed by taxes authorized by section 336.025, Florida Statutes (2012), nor shall the amounts distributed to the County Government and each municipality be reduced below the amount necessary for the payment of principal and

interest and reserves for principal and interest as required under the covenants of a bond resolution outstanding on the date of the establishment of this Agreement.

ARTICLE 5
NOTICES AND EFFECTIVE DATE

5.1 On or before October 1, 2013, the County shall provide to the State of Florida Department of Revenue certified copies of this Interlocal Agreement and any ordinance which the County adopts imposing the aforesaid tax.

5.2 This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court for Escambia County.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed by their authorized representatives on the day and year first written above.

COUNTY:

ESCAMBIA COUNTY, Florida, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Gene M. Valentino, Chairman

Date: April 2, 2013

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency

By: _____
Alison P. Rogers, County Attorney

BCC Approved: 04-02-2013

(Seal)
BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

CITY:

City of Pensacola, a municipal corporation

By: _____
Ashton J. Hayward, III, Mayor

Date: 2 April 2013

ATTEST:

By _____
City Clerk

William H. Reynolds
City Administrator
City of Pensacola

Legal in Form and Valid as Drawn:

_____
James M. Messer, City Attorney

FY	County Actual	0.0063 Formula Town of Century	0.1822 Formula Pensacola	County If no Interlocal Agreements	Difference
13/14	3,203,039.36	20,179.15	583,593.77	2,599,266.44	603,772.92
14/15	4,600,034.83	28,980.22	838,126.35	3,732,928.26	867,106.57
15/16	4,819,673.93	30,363.95	878,144.59	3,911,165.39	908,508.54
16/17	4,866,820.75	30,660.97	886,734.74	3,949,425.04	917,395.71
17/18	4,859,269.62	30,613.40	885,358.92	3,943,297.30	915,972.32
5 Yr Totals	**22,348,838.49**	**140,797.68**	**4,071,958.37**	**18,136,082.43**	**4,212,756.06**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16466 **County Attorney's Report 12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: Basic Ordering Agreement with U.S. Immigration and Customs Enforcement
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Basic Ordering Agreement with United States Immigration and Customs Enforcement.

That the Board take the following actions:

A. Approve the Basic Ordering Agreement with United States Immigration and Customs Enforcement, and

B. Authorize the County Administrator to execute the Agreement.

BACKGROUND:

Effective July 1, 2019, the Florida Legislature enacted §§908.101-109, Florida Statutes, entitled *Federal Immigration Enforcement*, which prohibits sanctuary jurisdictions and requires state and local entities to comply with federal immigration detainers. Pursuant to §908.106, Florida Statutes, each county correctional facility must enter into an agreement with a federal immigration agency for the temporary housing and reimbursement of costs for temporarily housing persons in the facility under an immigration detainer.

The *Basic Ordering Agreement* is the form agreement authorized by ICE that will satisfy the statutory requirement. Under the terms of the Agreement, the County will house detainees pursuant to the issuance and acceptance of valid immigration detainer documentation for no longer than 48 hours, and ICE will pay a fixed rate of $50 per detainee for up to 48 hours of detainment.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed and approved by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Corrections will administer the Agreement.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BOA General Terms and Conditions

GENERAL TERMS AND CONDITIONS

This Basic Ordering Agreement (BOA) is governed by the following terms and conditions:

The Service Provider shall provide U.S. Immigration and Customs Enforcement (ICE) with reasonable access to all detainees or inmates for purposes of interviewing such individuals for immigration enforcement related purposes.

SERVICES: The Service Provider shall house detainees pursuant to the issuance and acceptance of Form I-203 (Order to Detain or Release Alien) accompanied by Form I-247A (Immigration Detainer – Notice of Action) and either a Form I-200 (Warrant for Arrest of Alien) or Form I-205 (Warrant of Removal), consistent with Section 287.7(d) and (e) of Title 8 of the Code of Federal Regulations.

ORDERS: Only ICE purchase card holders have the authority to order against this BOA. Under no circumstance shall an order exceed $2,500.00.

COMMENCEMENT OF SERVICES: Services will commence at the time of the alien's scheduled release from State custody after issuance and acceptance of Form I-203 (Order to Detain or Release Alien) accompanied by Form I-247A (Immigration Detainer – Notice of Action) and Form I-200 (Warrant for Arrest of Alien) or Form I-205 (Warrant of Removal) issued by ICE. Services end when properly identified ICE personnel remove the alien from the Service Provider's facility or issue another Form I-203 (Order to Detain or Release Alien), or after 48 hours of detention, whichever occurs first.

RATES: For any order issued under this BOA, the rate will be fixed at $50.00 for up to 48 hours of detention. No payment will be made for any detention beyond 48 hours, and the Service Provider will not house the alien for longer than 48 hours under this BOA.

ALTERATIONS: Any changes to the terms and conditions of this BOA will be done by written modification and signed by the Contracting Officer. Changes or amendments to any orders issued pursuant to this BOA shall not be accepted.

PAYMENT: Payments shall be made by Purchase Card (P-Card). The Service Provider's Taxpayer Identification Number (TIN) and DUNS number must be registered in the Systems for Award Management (www.sam.gov) prior to issuance of an order.

PUBLIC DISCLOSURES: Information obtained or developed as a result of this BOA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, policies, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this BOA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, policies, and executive orders or as ordered by a court. If the Service Provider receives a request for such information, including pursuant to state law, the Service Provider will refer the request to ICE for appropriate action. To the extent the Service Provider intends to release the BOA or any information relating to, or exchanged under, this BOA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this BOA when requested. ICE

understands that this BOA will become a public document when presented to the Service Provider's governing body for approval if required.

_____	_____
Janice P. Gilley	William J. Quigley
County Administrator	Unit Chief-Contracting Officer
Escambia County, Florida	US Immigration and Customs Enforcement
_____	_____
Date	Date

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 07-02-2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16474 **County Attorney's Report 12. 4.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: Removal of Private Communications Tower Located on County Property at 391 90 & 9 Ranch Road
From: STEPHEN WEST, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Removal of Private Communications Tower Located on County Property at 391 90 & 9 Ranch Road.

That the Board authorize the County Attorney to initiate appropriate legal action to compel removal of a private communication tower owned by Crown Castle GT Company, LLC (Crown Castle), located on County property at 391 90 & 9 Ranch Road.

BACKGROUND:

The property at 391 90 & 9 Ranch Road was originally owned by 90 & 9 Boys' Ranch, Inc., a Florida non-profit corporation (Boys' Ranch). Pursuant to an Easement Agreement dated April 7, 1988, Boys' Ranch permitted Pensacola MSA Limited Partnership (Pensacola MSA) to construct and maintain a communications tower on the property. According to its terms, the Easement Agreement expired in 2013 unless Pensacola MSA paid an extension fee of $16,000 (adjusted for inflation). Title to the property passed through a series of non-profit corporations and was ultimately conveyed to the County by the Escambia Charter School, Inc. in 1998. Crown Castle is the successor to Pensacola MSA and has continued to own and operate the tower since 2000. However, it never paid the extension fee due in 2013 to allow the Easement Agreement to continue through its extended term.

At the request of the County Administrator, the County Attorney notified the attorney for Crown Castle that it would be required to dismantle and remove, within 30 days, the communciation antenna and all improvements from the easement area. Regrettably, Crown Castle has refused and continues to maintain its antenna on the County's property.

BUDGETARY IMPACT:

Funds for legal action will be paid from the County Attorney's Office budget (110601/53101).

LEGAL CONSIDERATIONS/SIGN-OFF:

Upon approval, the County Attorney's Office will initiate legal action.

PERSONNEL:

All work associated with this action will be performed by the County Attorney's Office.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CAT Letter to Crown Castle - April 5, 2019
Letter from Crown Castle - April 18, 2019
1988 Easement Agreement

ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and Local Government Law

CHARLES V. PEPPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
Senior Assistant County Attorney
Board Certified Real Estate Law

KRISTIN D. HUAL
Senior Assistant County Attorney
Board Certified City, County, and Local Government Law

MEREDITH D. CRAWFORD
Assistant County Attorney

KIA M. JOHNSON
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979

April 5, 2019

Matthew Traiser
8805 Tamiami Trail North
Suite 212
Naples, FL 34108

Re: Crown Castle GT Company, LLC

Dear Mr. Traiser:

As we discussed, I forwarded your request on behalf of Crown Castle GT Company, LLC to the County Administrator. Regrettably, she is not willing to pursue a new agreement to allow Crown Castle's communication tower to remain on the County's property. As you know, the 1988 Easement Agreement required payment of an extension fee to continue beyond the original term, which ended in 2013. We have no evidence that the extension fee was ever paid.

The County Administrator has asked me to relate that she will require Crown Castle to dismantle and remove within thirty (30) days all improvements from the easement parcel, including, but not limited to, fences, anchors (to 3 feet below ground level), guy wires, and the communications tower. Please have Crown Castle coordinate the removal with the County's Facilities Management Director, Robert Dye (telephone (850) 595-4769) and the County's Park and Recreation Director, Michael Rhodes (telephone (850) 374-5220).

Very truly yours,

Stephen G. West
Senior Assistant County Attorney

SGW/el

cc: Amy Lovoy, Acting County Administrator
Robert Dye, Risk Manager, & Interim Director, Facilities Management
Michael Rhodes, Director, Parks & Recreation

Matthew J. Traiser, P.A.
Attorney at Law

Matthew Traiser, Esq.
8805 Tamiami Trail North
Suite 212
Naples, Florida 34108
(952) 435-6090
(952) 435-6177 fax

April 18, 2019

Board of County Commissioners
Escambia County, Florida
Attention: Mr. Stephen G. West
Senior Assistant County Attorney
221 Palafox Place
Suite 430
Pensacola, Florida 32502

VIA FEDERAL EXPRESS
ITEM NUMBER: 775003566221

RE: Crown Castle Site 814860 – Gonzales
Property off of Old Chemstrand Road, Highway 749

Dear Mr. West,

This letter follows your correspondence dated April 5, 2019 related to Easement Agreement dated April 11, 1988 (hereinafter "**Agreement**") by and between Crown Castle GT Company, LLC (hereinafter "**Crown**"), successor in interest to Pensacola MSA Limited Partnership, and Escambia County, Florida (hereinafter "**Escambia County**"), successor in interest to The 90 and 9 Boy's Ranch, Inc. and the communications tower facility (hereinafter "**Tower**") located on the property commonly known as Parcel Number 131N303003001001 (hereinafter "**Property**").

Specifically, the Agreement grants and conveys to Crown an easement for the use of a portion of the Property for the placement of the Tower, together with rights of ingress, egress, and regress thereto. The original term of the Agreement was twenty five (25) years (hereinafter "**Easement Term**"), which term was subject to further extension for an additional term of ten (10) years (hereinafter "**Extension Term**") subject to the payment of money as calculated pursuant to the terms of the Agreement (such amount, the "**Extension Fee**"). Pursuant to the terms of the Agreement, the Extension Fee was due on or around April 11, 2013.

As pointed out in your correspondence, Crown is unable to locate proof of the payment of the Extension Fee at this time. It is possible that the payment was in fact made and delivered as required to the tenant operating on the Property. My understanding is that the Escambia Charter School commenced operations sometime in 1996 and did not cease using the Property as a school until 2018.

Regardless, the lack of such verification, without more, does not operate to automatically terminate its interest in the property or the Agreement. Common law includes an implied duty of good faith and fair dealing in each contract, which would include notice related to any claimed lack of payment or failure to abide by the terms of the agreement. It does not appear that the County or the school provided any notice, demand or request for the payment, and does not appear that the County has asserted the cancellation or termination of the Easement since the date the Extension Fee was due.

Moreover, the parties have operated and continue to operate under the terms of the Agreement since the 2013 date, as if the Agreement was extended. Escambia County's position now that the Agreement terminated roughly five years ago is significant change. Both Crown and Verizon have relied upon the

continuity of the Agreement and intend to continue using and operating the tower in the manner provided for in that document. In addition, other departments within the County have relied and continue to rely upon this structure as well. The facility provides invaluable services to the general public and supports the ability for individuals to communicate with police, fire and other emergency services.

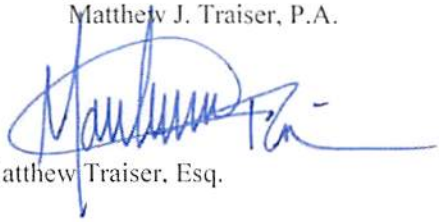
In furtherance of these details, I have included with this correspondence a check in the amount of $46,865.96 representing the amount of the Extension Fee as calculated pursuant to the terms of the Agreement as of April of 2013 together with interest at the statutory rate since the first day of the Extension Term.

At most, any missing payment of the Extension Fee was a clerical oversight that has been rectified with the payment included with this correspondence. Escambia County's position now that the Agreement was expired over five years ago is a shift not supported by the facts or the actions of the parties since April of 2013, contradicts the intent of the Agreement, and is in violation of the implied covenant of good faith and fair dealing. Crown's position is that the Agreement and its interest in the Property remain in full force and effect.

If you have any questions, please feel free to contact me. I can be reached at 612-414-3322 or by email at Matthew.Traiser@gmail.com.

Sincerely,

Matthew J. Traiser, P.A.



Matthew Traiser, Esq.

25.00 + 3.50
1.55
29.05

OR BK 2538 PG 472

This instrument prepared by:
Richard M. Colbert
CLARK, PARTINGTON, HART, LARRY,
BOND, STACKHOUSE, & STONE
125 W. Romana St. Suite 800
Pensacola, Fl 32501

STATE OF FLORIDA
COUNTY OF ESCAMBIA

EASEMENT AGREEMENT

This is an Easement Agreement made as of the date set forth below by and between The 90 & 9 Boys' Ranch, Inc., a Florida not for profit corporation (the "Boys' Ranch"), Pensacola MSA Limited Partnership, a Florida Limited Partnership ("Pensacola MSA"), and Escambia County, a political subdivision of the state of Florida ("Escambia County"), for the following uses and purposes:

Recitals:

1. Escambia County has previously conveyed to the Boys' Ranch certain real property lying and being in Escambia County, Florida, being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), as evidenced by that certain Deed dated May 30, 1985 recorded in Official Records Book 2078, Page 173, public records of Escambia County, Florida (the "Deed").

2. The Boys' Ranch has agreed to grant to Pensacola MSA: (i) an easement for the construction, maintenance and repair of a low power radio communications tower (the "Communications Tower") upon a portion of the Property (the "Easement Parcel") being more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Tower Easement"); and (ii) a non-exclusive easement for ingress and egress over any existing roads on the Property, and along a thirty (30) foot wide strip of the Property running along the Northern boundary line of the Property beginning at the Easement Parcel and ending at the nearest existing road, for the purpose of maintaining the Communications Tower throughout the term of the Tower Easement (the "Access Easement") (the Tower Easement and the Access Easement being collectively referred to as the "Easements").

3. Escambia County joins in the execution of this Easement Agreement for the purpose of waiving any and all rights of reversion or reverter it may have in and to the Easement Parcel under the Deed throughout the Easement Term, as that term is hereinafter defined, and any extension of the Easement Term pursuant to the terms of this Easement Agreement. Escambia County retains any and all rights of reversion

D.S. PD .55
DATE April 12, 1995
JOE A. FLOWERS, COMPTROLLER
BY: [illegible] D.C.
CERT. REQ. #95-2043328-27.01

or reverter it may have under the Deed as to the remainder of the Property.

Now, therefore, in consideration of $10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by all parties, the parties hereto agree as follows:

1. The Boys' Ranch hereby grants and conveys to Pensacola MSA The Tower Easement, and the Access Easement.

2. The Easements shall commence on even date herewith and shall terminate on the twenty fifth anniversary date hereof (the "Easement Term") unless extended as provided in paragraph 3 below.

3. Pensacola MSA shall have the option of extending the Easements for an additional ten year period upon payment by Pensacola MSA to the Boys' Ranch of the Extension Fee, as hereinafter defined, at least three months, but no sooner than six months, prior to termination of the Easement Term. The Extension Fee shall be the sum of $16,000.00 and an amount equal to the product of $16,000.00 multiplied by the increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, U.S. City average, All Items, or any successor or substitute index designated by the Boys Ranch appropriately adjusted (1967 = 100) (the "Index"). The change in the Index, if any, shall be calculated over the Easement Term. In no event shall the Extension Fee be decreased below $16,000.00.

4. Throughout the Easement Term, Pensacola MSA agrees to erect and maintain, around the base of the tower and guy points, a chain link fence of at least eight feet in height with at least three strands of barbed wire running along the top. Such fence shall have a gate which shall be kept locked and secure at all times.

5. Pensacola MSA agrees, as a part of the consideration for the Easements, that Pensacola MSA shall so maintain and operate the Communications Tower in such a manner that the operation thereof will in no way hinder or prevent the proper and reasonable use and enjoyment of the remaining portion of the Property. Pensacola MSA shall at all times, and from time to time, at its own cost and expense, maintain

and repair in proper, substantial and workmanlike manner the improvements located on the Easement Parcel.

6. Pensacola MSA hereby covenants and agrees to indemnify and hold harmless the Boys' Ranch and Escambia County from any and all loss, liability, cost, claims, demands, damages, actions, causes of action, or suits arising out of or in any manner related to the Easements or the construction, maintenance or operation of the Communications Tower.

7. Pensacola MSA agrees to operate the Communications Tower in such a manner that it does not interfere with the existing radio transmission coverage which Escambia County has established at the existing site. Pensacola MSA agrees to immediately correct any such interference and to indemnify the Boys' Ranch and Escambia County for any such interference with the existing radio transmission facilities.

8. This Easement Agreement and the application and interpretation hereof shall be governed exclusively by the laws of the State of Florida, and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

9. Should Pensacola MSA fail to comply with the covenants and conditions of this Easement Agreement, the Boys' Ranch shall have the right to (i) terminate this Easement Agreement upon ten days written notice to Pensacola MSA, in which event the provisions of Paragraph 10 of this Easement Agreement shall apply; and (ii) bring such action in law or in equity as the Boys' Ranch may deem necessary to enforce the terms and conditions hereof. The election by the Boys' Ranch to seek enforcement of the provisions hereof shall not be deemed a waiver of the Boys' Ranch's right to terminate this Easement Agreement.

10. Upon the termination of the Easements, Pensacola MSA shall promptly, but in no event more than 30 days after the termination of this Easement Agreement, dismantle and remove all improvements on the Easement Parcel, including, but not limited to, fences, anchors (to three feet below ground level), guy wires and the Communications Tower. In the event Pensacola MSA fails to so remove the improvements on the Easement Parcel, the Boys' Ranch shall be authorized to remove the improvements and Pensacola MSA agrees to reimburse the Boys' Ranch for

all costs and expenses incurred by the Boys' Ranch in so removing said improvements. In addition, Pensacola MSA agrees to pay to the Boys' Ranch rent for the Easement Property for each day the said improvements remain on the Easement Property after the termination of this Easement Agreement. Such rent shall be due and payable daily and shall be the sum of $100.00 and an amount equal to the product of $100.00 multiplied by the increase in the Index. The change in the Index, if any, shall be calculated over the Easement term. In no event shall the daily rental be decreased below $100.00. In the event the Easements are terminated for any reason all rights to the Easement Property shall revert to the then current fee simple owner of the Property.

11. Escambia County hereby consents to the granting of the Easements and agrees that the granting of the Easements, and the use of the Easement Parcel by Pensacola MSA as provided herein, shall not cause a reversion or reverter of the Property under the terms of the Deed. Escambia County waives any and all rights of reversion or reverter it may have under the Deed as to the Easement Parcel throughout the easement term and any extension thereof pursuant to the terms of this Easement Agreement. The parties hereto agree that Escambia County otherwise retains any and all rights of reversion or reverter it may have under the Deed as to the remainder of the Property. In the event of any reversion or reverter of the Property under the Deed to Escambia County, or in the event that the Boys' Ranch should cease to exist for the purpose of providing residence facilities for the care of children who have been found to have been delinquent, neglected or unwanted, Escambia County shall be entitled to all unencumbered proceeds received from the granting of the Easement Agreement or any extensions hereto. Additionally, Escambia County shall receive all the benefits of this Easement Agreement and shall assume all the duties and obligations of the Boys' Ranch under this Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 7th day of April, 1988.

WITNESSES:

ESCAMBIA COUNTY, FLORIDA by its Board of County Commissioners

By: Kenneth J. Kelson
Kenneth J. Kelson
Chairman

ATTEST:

By: Joe A. Flowers

Joe A. Flowers, County Comptroller
Clerk of the Board of County Commissioners

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of April, 1988 by Kenneth J. Kelson and Joe A. Flowers, as Chairman and Clerk, respectively, on behalf of Escambia County, Flor[illegible]

Joyce A. Williams
NOTARY PUBLIC
My Commission Expires: 4-14-91

WITNESSES:

Joyce A. Williams

The 90 & 9 Boys' Ranch, Inc., a Florida not for profit corporation

By: Robert W. Vandeluft
Title President, Board of Directors

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of April, 1988 by Robert W. Vandeluft, President of The 90 & 9 Boys' Ranch, Inc., a Florida not for profit corporation, on behalf of the corporation.

Joyce A. Williams
NOTARY PUBLIC
My Commission Expires: 4-14-91

WITNESSES:

Joyce A. Williams

Pensacola MSA Limited Partnership
a Florida limited partnership
By: Southland Mobilcom, Inc., an Alabama corporation, General Partner

By: Allen E. Smith
Its Executive Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of April, 1988 by Allen E. Smith, Executive Vice President of Southland Mobilcom, Inc. an Alabama corporation, in its capacity as the sole general partner of Pensacola MSA Limited Partnership, a Florida limited partnership, on behalf of the Limited Partnership.

Joyce A. Williams
NOTARY PUBLIC
My Commission Expires: 4-14-91

EXHIBIT "A"

A parcel of land in Section 13, Township 1 North, Range 30 West, in Escambia County, Florida, described as commencing at the Northwest corner of Gonzalez Heights Subdivision as recorded in Plat Book 3, Page 46 of the Official Records; thence South 00°00'00" East (Reference Bearing) along the West line of said Subdivision 877.40 feet to a point on the North right-of-way line of Chemstrand Road (66.00 foot right-of-way); thence North 86°43'01" West along said North right-of-way line 177.62 feet; thence North 77°59'03" West 578.60 feet; thence North 19°11'54" West 416.12 feet; thence North 49°31'32" East 396.54 feet to the Point of Beginning; thence continuing along the last described course, 75.84 feet; thence North 89°56'36" East 499.99 feet; thence South 05°46'03" East 20.10 feet; thence South 23°01'17" West 492.95 feet; thence North 36°46'30" West 529.37 feet to the Point of Beginning, containing 2.96 acres, more or less, all in Section 13, Township 1 North, Range 30 West, Escambia County, Florida.

TOGETHER WITH a non-exclusive easement for ingress and egress over any existing roads located on that certain tract or parcel of land being more particularily described on Exhibit "B", attached hereto and made a part hereof, (the "Property") and along a 30 foot wide strip of the Property running along the northern boundary line of the Property beginning at the above described parcel and ending at the nearest existing road.

EXHIBIT "B"

Beginning at the Northwest corner of Gonzalez Heights, a subdivision of a portion of Section 13, Township 1 North, Range 30 West, Escambia County, Florida as recorded in Plat Book 3 at Page 46 of the Public Records of said County; thence run South 00°00'00" East along the West line of said subdivision for 877.40 feet to a point in the North right-of-way line of Chemstrand Road (66' R/W); thence run North 86°43'01" West along said North right-of-way line for 177.62 feet; thence run North 77°59'03" West for 578.60 feet; thence run North 19°11'54" West for 416.12 feet; thence run North 49°32'04" East for 557.28 feet; thence run South 89°00'41" East for 456.18 feet to the point of beginning. All lying and being in Section 13, Township 1 North, Range 30 West, Escambia County, Florida, and containing 14.127 acres, more or less.

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA.
APR 12 4 28 PM '88
IN WRITING & PAGE NOTE ABOVE
[illegible]
6 2 5 1 6 0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16479 **County Attorney's Report 12. 5.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: Legal Representation of County Employees
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Legal Representation of County Employees.

That the Board amend its action of June 20, 2019 regarding the request for legal representation of County employees to allow payment of up to the $75,000 deductible on the County's EMS medical malpractice coverage to be used towards the legal representation of five County employees, with any amount over the deductible to be covered by County insurance.

BACKGROUND:

At its meeting on June 20, 2019, the Board authorized the retention of Attorney Ann Bittinger to represent multiple County employees facing investigation by the Florida Department of Health/Medical Quality Assurance. This amendment would shift the cost center and also accommodate an anticipated higher cost based on the more complex nature of the second case.

BUDGETARY IMPACT:

The County Attorney's professional services line item has paid $19,000 to date. This recommendation would allow future billing to be paid from the Risk Management reserve account 501/239898, until the insurance deductible is met. After the deductible has been met, the insurance company will pay any further legal fees and expenses, should it be necessary.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board Policy, Legal Representation for Commissioners and County Employees, Section II, Part C.35.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

June 20, 2019 Board Action

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action:

   A. Appoint Commissioner Robert Bender to serve as the Board's appointee on the 2019 Canvassing Board for the Presidential Preference Primary (March 17, 2020), the Primary Election (August 25, 2020), and the General Election (November 3, 2020); and

   B. Authorize the Chairman to sign the attached letter to Chief Judge Linda L. Nobles, respectfully requesting that she appoint to the 2019 Canvassing Board as Commissioner Bender's alternate: The Honorable Grover C. Robinson, IV, Mayor of the City of Pensacola.

Motion: Move the first Item, A and B
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

2. Recommendation: That the Board take the following action:

   A. Ratify the retention of Attorney Ann Bittinger who will represent multiple individual County employees under investigation by the Florida Department of Health/Medical Quality Assurance;

   B. Waive the Board policy regarding Legal Representation for Commissioners and County Employees to allow a higher hourly rate due to the unique opportunity to allow outside counsel to represent all subject employees simultaneously; and

   C. Require any billing over $15,000.00 to be expressly authorized prospectively by the County Attorney in writing.

Motion: Move it forward
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16347 **County Attorney's Report 11. 2.**
BCC Regular Meeting **Action**
Meeting Date: 06/20/2019
Issue: Request for Legal Representation of County Employees
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratifying the Engagement Letter for Representation of County Employees.

That the Board take the following action:

A. Ratify the retention of Attorney Ann Bittinger who will represent multiple individual County employees under investigation by the Florida Department of Health/Medical Quality Assurance; and

B. Waive the Board policy regarding Legal Representation for Commissioners and County Employees to allow a higher hourly rate due to the unique opportunity to allow outside counsel to represent all subject employees simultaneously; and

C. Require any billing over $15,000.00 to be expressly authorized prospectively by the County Attorney in writing.

BACKGROUND:

There are multiple individual County employees currently facing investigation by the Florida Department of Health/Medical Quality Assurance. Due to concerns about ethical conflicts, the County Attorney advises outside counsel should be retained to represent the interests of these individuals. The County's Legal Representation for Commissioners and County Employees Policy encourages prospective retention of counsel for its employees.

Ms. Bittinger bills at $500.00 per hour but provides a unique opportunity in that her experience and expertise allow her to represent all the subject employees, with the possibility of addressing multiple employees with similar filings. This efficiency more than justifies waiver of the policy's billing rate ceiling. The County Attorney's professional services line item will accommodate this expense.

BUDGETARY IMPACT:

The County Attorney's professional services line item will accommodate this expense.

LEGAL CONSIDERATIONS/SIGN-OFF:

In order to allow for prompt filings with the Florida Department of Health, the County Attorney executed the letter on June 11, 2019, and allowed the work to commence.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board Policy, Legal Representation for Commissioners and County Employees, Section II, Part C.35

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Policy - Legal Representation

Board of County Commissioners
Escambia County, Florida

Title:	Legal Representation for Commissioners and County Employees, Section II, Part C.35
Date Adopted:	May 15, 2014
Effective Date:	May 15, 2014
Reference:	
Policy Amended:	New Policy

A. Purpose:

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

B. Definitions:

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed $250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

C. Policy.

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

D. Procedures:

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The dates(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the

counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

E. Board Action.

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

F. Agreement.

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

G. <u>Investigations and Grand Jury Investigations.</u>

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16493 **County Attorney's Report 12. 6.**
BCC Regular Meeting **Action**
Meeting Date: 07/18/2019
Issue: First Amendment to Contract for Sale and Purchase with Navy Federal Credit Union
From: STEPHEN WEST, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning First Amendment to Contract for Sale and Purchase with Navy Federal Credit Union.

That the Board approve and authorize the Chairman to execute the First Amendment to Contract for Sale and Purchase with Navy Federal Credit Union.

BACKGROUND:

On May 16, 2019, the Board approved the Contract for Sale and Purchase with Navy Federal Credit Union (NFCU) for the sale and purchase of approximately 96 acres on the eastern portion of the NOLF-8. Section 4 of the contract allows NFCU a 60-day inspection period to conduct various tests, analyses, surveys and investigations to determine whether the property is suitable for NFCU's intended use. NFCU's environmental consultant, Terracon Consultants, Inc., recently discovered new RECs (Recognized Environmental Conditions) in the Phase I Environmental Site Assessment prepared for NFCU that were not included in Terracon's Environmental Baseline Survey, dated October 1, 2018, which was provided to the County in connection with the conveyance of the deed from the U.S. Navy. As such, NFCU requests to extend the inspection period through October 14, 2019 (75 days) to allow for further environmental review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Contract with NFCU

First Amendment to Contract with NFCU

Escambia County
Clerk's Original

5/16/2013 CAT I-4

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (this "Contract') is entered into by and between **ESCAMBIA COUNTY,** a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Seller"), and **NAVY FEDERAL CREDIT UNION**, a federally chartered credit union ("Purchaser").

The effective date of this Contract will be the date when the last one of Seller or Purchaser has signed and delivered this Contract to the other party (the "Effective Date").

RECITALS

WHEREAS, Seller owns certain property located in Escambia County, Florida which is more particularly described in this Contract;

WHEREAS, Seller now desires to sell and convey the Property (defined below) to Purchaser, and Purchaser desires to purchase and acquire that Property, in accordance with the terms and conditions of this Contract, and

WHEREAS, the Escambia County Board of County Commissioners has approved such sale of the Property.

AGREEMENT

NOW, THEREFORE, Seller and Purchaser do hereby covenant and agree as follows:

1. **Purchase and Sale**. Subject to the terms, covenants, and conditions contained in this Contract, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the following described property (collectively, the "Property"):

(a) **Real Property**. That certain real property consisting of approximately 96 acres located in Escambia County, Florida, as more particularly depicted and described in Exhibit "A" attached to and made a part of this Contract (the "Real Property");

(b) **Improvements**. All building, structures, and improvements situated on the Real Property, all fixtures, facilities, and other property attached to such buildings, structures, and improvements (collectively, the "Improvements");

(c) **Other Real Property Interests**. All right, title, and interest of Seller, if any, in and to any and all strips, gores, easements, privileges, choses in action, rents, issues, and profits, and other tenements, hereditaments, and appurtenances of or related to the Real Property; and

(d) **Intangible Personal Property**. All right, title, and interest of Seller, if any, in all development and other rights and all documents, technical matters, and work product related to the Real Property, including, without limitation, the following (collectively, the "Intangible Personal Property"):

(i) agreements, contracts, covenants, and restrictions related to or benefiting the Real Property and the Improvements, and any and all rights of Seller thereunder, including development rights, air rights, density rights, and drainage rights;

(ii) approvals, licenses, authorizations, permits, and applications with or from governmental authorities related to or benefiting the Real Property and the Improvements; and

(iii) documents and work product of all professionals in connection with the Real Property, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, renderings, photographs, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Real Property and the construction of the Improvements

2. **Purchase Price**. The purchase price for the Property (the "Purchase Price") will be the sum of (a) the product of $47,500 multiplied by the acreage of that portion of the Real Property not identified as wetlands in the Survey (defined below) obtained pursuant to Section 3(a) hereof, and (b) the product of $1,500 multiplied by the acreage of that portion of the Real Property identified as wetlands in the Survey obtained pursuant to Section 3(a) hereof. It is anticipated that the Survey will reflect approximately 88 acres of uplands and eight acres of wetlands, leading to an anticipated Purchase Price of $4,192,000. Those acreage calculations and anticipated Purchase Price are subject to change, depending on the results of the Survey. The Purchase Price will be subject to prorations and adjustments described in this Contract and payable as follows:

(a) Within five business days after execution by all parties, Purchaser will deliver to Emmanuel, Sheppard and Condon ("Escrow Agent"), by cashier's check or wire transfer, the sum of $100,000, the proceeds of which will be held by Escrow Agent as an earnest money deposit (the "Deposit"). If the transaction contemplated by this Contract does not close, Escrow Agent must disburse the Deposit to the party entitled to the deposit as provided for in this Contract.

(b) On the Closing Date, as subsequently defined, Purchaser will pay or cause to be paid to Escrow Agent, in escrow, the balance of the Purchase Price subject to all adjustments, credits (whether for the Deposit or otherwise), setoffs, and prorations as provided in this Contract. The Deposit will be applied at Closing (defined below) as a credit against the balance of the Purchase Price due from Purchaser.

3. **Survey and Title Matters**.

(a) Survey. Purchaser shall obtain a new survey of the Real Property prepared and sealed, at Purchaser's expense, by a duly licensed land surveyor ("Survey"). The Survey shall meet the 2016 ALTA/NSPS minimum standard detail requirements, shall be certified to the parties and the Escrow Agent and Title Company, and shall show and locate all Exceptions (defined below). The Survey shall also contain a complete and accurate legal description of the

Real Property, and shall show all encroachments, visible easements, wetlands (including acreage calculations of Escambia County wetland delineation per Wetland Sciences, Incorporated, March 2019), and improvements on the Real Property.

(b) Title Commitment. Following the Effective Date, Purchaser shall obtain, (i) a title insurance commitment from Old Republic National Title Insurance Company ("Title Company"), showing the condition of Seller's title to the Real Property (the "Title Commitment"), and (ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (the "Exceptions", and together with the Title Commitment, the "Title Documents").

(c) Objections. Purchaser shall have through the expiration of the Inspection Period (defined below) to examine the Survey and the Title Documents and to provide written objections to Seller of matters set forth in the Survey and/or the Title Documents (the "Objections"). In the event Purchaser gives timely written notice of its Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within five days after receipt of Purchaser's notice of the Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the Objections.

(d) Seller's Election. If Seller elects not to attempt to cure one or more Objections, Purchaser's sole remedy under this Contract shall be to either: (i) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which expressly survive the termination of this Contract); or (ii) waive the Objections and continue the transactions contemplated by this Contract.

(e) Termination. To terminate this Contract pursuant to Section 3(d) of this Contract, Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more Objections. If Purchaser fails to give timely notice of its election to terminate, Purchaser's right to terminate this Contract under Section 3(d) of this Contract shall expire and the Objections shall be deemed to be "Permitted Encumbrances." Moreover, any matter disclosed on the Survey or the Title Commitment to which Purchaser does not timely object or which are approved by Purchaser, and any Objection that is waived or deemed to have been waived by Purchaser, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no Seller Encumbrance (defined below) shall be or be deemed to be a Permitted Encumbrance.

(f) New Objections.

(i) In the event there are any updates or supplements to the Survey or the Title Documents first issued after Purchaser has given Seller written notice of its Objections and before the Closing, then Purchaser may notify Seller in writing of any objections to matters set forth in such an update or supplement (the "New Objections"). Purchaser must notify Seller of the New Objections within five business days after first being made aware of the existence of such matters. In the event Purchaser gives timely written notice of its New Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the New Objections. Within five days after receipt of

Purchaser's notice of the New Objections, Seller shall give written notice to Purchaser informing Purchaser of Seller's election with respect to the New Objections.

(ii) If Seller elects not to attempt to cure one or more New Objections, Purchaser's sole remedy under this Contract shall be to either: (A) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall be immediately returned to Purchaser, and the parties shall have no further right or obligation under this Contract (except for rights or obligations which survive the termination of this Contract); or (B) waive the New Objections and continue the transactions contemplated by this Contract.

(iii) To terminate this Contract pursuant to this Section 3(f), Purchaser must give written notice to Seller of Purchaser's election to terminate not later than five days after receipt of written notice from Seller of Seller's election not to attempt to cure one or more New Objections.

(iv) If Purchaser so notifies Seller of any New Objections pursuant to this Section 3(f), the date for Closing shall be automatically extended until the date that is five days after each of Purchaser and Seller is afforded its respective rights as required by the terms of this Section 3(f).

(g) Seller Encumbrances. Notwithstanding any provision in this Contract, all Seller Encumbrances must be satisfied, remedied and/or cured by Seller on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to Seller. As used herein, the term "Seller Encumbrance" shall mean (i) any mortgage, deed of trust, judgment lien, or other monetary lien encumbering the Property, and (ii) any mechanic's, materialmen's or other similar liens, but excluding any such liens caused by Purchaser or Purchaser's Agents.

4. **Inspection Period**.

(a) Purchaser shall have 60 days from the Effective Date to determine whether the Property is suitable, in Purchaser's sole and absolute discretion, for Purchaser's intended use of the Property (the "Inspection Period"). During the Inspection Period, Purchaser may, at Purchaser's expense, conduct any tests, analyses, surveys, and investigations ("Inspections") that Purchaser deems necessary to determine, to Purchaser's satisfaction and in its discretion, the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; flood zone status; subdivision regulations; soil and grade; availability of access to public roads, and water and other utilities; consistency with local, state, and regional growth management and comprehensive use plans; availability of permits, governmental approvals, and licenses; compliance with Americans with Disabilities Act; absence of asbestos, soil, and groundwater contamination; and any other inspections that Purchaser deems appropriate to determine the suitability of the Property for Purchaser's intended use and development. If the condition of the Property is not satisfactory to Purchaser in Purchaser's sole and exclusive judgment, or if Purchaser determines for any other reason not to purchase the Property, Purchaser will have the right to terminate this Contract by giving Seller written notice of such termination at any time before 5 p.m. CDT of the last day of the Inspection Period. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released

from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(b) If Purchaser terminates this Contract pursuant to this Section 4, Purchaser must pay in full the cost of all inspections, reports, surveys, and tests of any kind resulting from Purchaser's inspection so that no person, firm or entity will have the right to file a lien on the Real Property.

(c) Purchaser agrees to indemnify, defend (by counsel reasonably satisfactory to Seller), save, and hold harmless Seller from and against any and all losses, claims, damages, liabilities, or expenses (including reasonable attorneys' fees and costs through all appellate levels and post-judgment proceedings) related to, growing out of, or arising from the entry on or investigation of the Property by Purchaser. The provisions of this Section 4 will survive Closing or the termination of this Contract but only for a period of six months from Closing or earlier termination of this Contract.

5. **Approvals**.

(a) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning and/or land use approval from the appropriate governmental authority or authorities, which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Land Use Approvals").

(b) From and after the Effective Date, Purchaser may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Purchaser may deem necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "Other Approvals").

(c) Within seven days following a written request from Purchaser, Seller shall (i) furnish Purchaser all documents and/or information which Purchaser may deem necessary or desirable, or which Purchaser may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Purchaser may deem necessary or desirable, or which Purchaser may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Purchaser in obtaining the Land Use Approvals and the Other Approvals; provided, that Seller shall not be required to incur any material out-of-pocket cost or expense in connection therewith.

6. **Seller's Documents**. Seller has delivered before or simultaneously with the execution of this Contract, or will deliver to Purchaser within 10 days from the Effective Date of this Contract, copies

of the following items, which are true, correct, and complete copies of the originals of such items and which have not been amended or modified in any way, except as included in those copies:

(a) Instruments evidencing all existing leases, tenancies, licenses, and other rights of occupancy or use for any portion of the Property;

(b) All engineering, soil, environmental, technical, zoning, access, and similar reports or documents with respect to the Property prepared by or for Seller that are in Seller's possession or control, and all licenses, certificates of occupancy, use permits, and the like issued with respect to the Property or any portion of the Property;

(c) All recorded and unrecorded restrictive covenants, conditions, restrictions, and easements affecting title to or use of the Property; and

(d) All documents in Seller's possession related to any special use, nonconforming use, or zoning variance granted with respect to the Property.

7. **Seller's Representations and Covenants**. To induce Purchaser to enter into this Contract and to purchase the Property, Seller covenants with, and represents to, Purchaser as follows:

(a) During the term of this Contract, Seller will maintain and operate the Property in a manner consistent with Seller's maintenance and operation of the Property preceding the Effective Date, and will not, without the prior written consent of Purchaser in each instance, which consent must not be unreasonably withheld, undertake or commence any material or substantial renovations or alterations to the Property unless necessary to remedy violations, preserve or protect the Property, or comply with any obligation of Seller under the this Contract.

(b) Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order, or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and before the Closing, Seller must promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property.

(c) Seller has not received a written summons, citation, directive, notice, complaint, or letter from the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, or other federal, state, or local governmental agency or authority specifying any alleged violation of any environmental law, rule, regulation, or order at or on the Property and, to the best of Seller's actual knowledge, information, and belief, without any investigation or due diligence, the Property is not currently under investigation for any such violation.

(d) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended.

(e) At all times during the term of this Contract and as of the Closing, all of Seller's representations, and covenants in this Contract shall be true and correct.

(f) No representation by Seller contained in this Contract and no statement delivered or information supplied to Purchaser pursuant to this Contract contains any untrue statement of a material fact or omits a material fact necessary to make the statements or information contained in them or in this Contract not misleading.

(g) Seller (i) has full power and authority to enter into this Contract and to consummate the transaction contemplated by this Contract, and (ii) has taken all necessary action or actions to approve the transaction contemplated by this Contract.

8. **Purchaser's Conditions Precedent**.

(a) The following are express conditions precedent to Purchaser's obligation to proceed to Closing:

(i) the truth and correctness of all of Seller's representations and the fulfillment of all of Seller's covenants at all times during the term of this Contract and as of Closing, including, without limitation, the proper execution and delivery of all Seller's closing documents as provided in this Contract;

(ii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to rezone the Real Property to a classification consistent with that of Purchaser's adjacent property (HC/LI) or as such other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iii) Purchaser shall have obtained full and final approval(s) as reasonably necessary to change the Future Land Use classification of the Real Property to a classification consistent with that of Purchaser's adjacent property (MU-U) or as other classification deemed necessary or desirable by Purchaser, in its sole discretion;

(iv) The Real Property shall have been legally subdivided from its parent parcel, to the extent required by law;

(v) Purchaser shall have obtained a Phase I Archaeological Survey of the Real Property confirming the absence of potentially significant archeological resources and being otherwise satisfactory to Purchaser in all respects;

(vi) The Florida Department of State Division of Historical Resources shall have provided Purchaser with its express written permission for Purchaser's development of the Property, as required by that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida;

(vii) The satisfaction of all terms, conditions and requirements contained in that certain Quit Claim Deed recorded in Book 8037, Page 1132 of the Official Records of

Escambia County, Florida, as reasonably necessary to enable Purchaser's use and development of the Property;

(viii) Purchaser shall have obtained such other Land Use Approvals as necessary or desirable to permit and provide for Purchaser's intended development, construction, ownership, operation use and/or occupancy of the Property; and

(ix) there must have been no material change to the Property since the date of this Contract.

(b) For clarification and notwithstanding anything in this Contract to the contrary, Purchaser shall have no obligation to schedule or otherwise proceed to Closing until after each of the forgoing conditions precedent have been fully satisfied or waived in writing, whenever that may be. The failure of a condition precedent to Purchaser's obligation to proceed to Closing will entitle Purchaser to terminate this Contract by giving written notice to Seller. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Purchaser reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to purchase the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Purchaser. No waiver by either party of any breach or default by the other of any provision of this Contract will be deemed or construed to be a waiver of any subsequent or continuing breach or default of the same or any other provision of this Contract; any forbearance by either party from the exercise of a remedy for any such breach or default after notice of it will not be deemed or construed to be a waiver by that party of any of its rights or remedies with respect to the breach or default.

9. **Seller's Condition Precedent**.

(a) The following is an express condition precedent to Seller's obligation to close the transaction contemplated by this Contract: at Closing, pursuant to a separate agreement between Purchaser and Seller, Purchaser will commit to creating 300 jobs. The forgoing agreement shall be in a form satisfactory to Purchaser and be consistent with the terms contained in Purchaser's Non-Binding Letter of Intent dated April 29, 2019.

(b) The failure of Seller's condition precedent to its obligation to proceed to Closing will entitle Seller to terminate this Contract by giving written notice to Purchaser. Upon such termination, the Escrow Agent must return the Deposit to Purchaser, and the parties will thereupon be released from further obligations under this Contract except as otherwise provided herein as to any provisions of this Contract that specifically survive termination of this Contract.

(c) Seller reserves the right to waive any of the terms and conditions of this Contract made for its benefit and to sell the Property in accordance with the terms and conditions of this Contract that have not been so waived. Any such waiver must be in writing signed by Seller.

10. **Default and Remedies**.

(a) **Purchaser's Default**. If Purchaser defaults in the performance of its obligations under this Contract, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations under this Contract, and fails to cure within 10 days after receipt of written notice from Seller, Seller as Seller's sole and exclusive remedy, will have the right to terminate this Contract by giving notice to Purchaser, in which event Seller will be immediately entitled to receive the Deposit, together with all interest earned on it, as agreed upon liquidated damages and in full settlement of all claims of Seller against Purchaser arising from or related to this Contract. Seller and Purchaser specifically understand and agree that (i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; (ii) the actual damages Seller may suffer if Purchaser defaults are impossible to ascertain precisely and, therefore, the Deposit represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Contract; (iii) the Deposit is intended to fully compensate Seller for entering into this Contract and, therefore, Seller will not be entitled to bring any action at law or in equity against Purchaser for an alleged default under this Contract except such actions as are necessary to obtain the Deposit; and (iv) upon receipt by Seller of the Deposit, this Contract will cease and terminate and be of no further force and effect, and Seller will have no further claims against Purchaser under this Contract, except for any claims under any provisions of this Contract that specifically survive termination of this Contract. Seller hereby expressly waives all rights to seek damages other than the liquidated damages provided for in this Section 10(a).

(b) **Seller's Default**. If Seller defaults in the performance of its obligations under this Contract and Seller fails to cure such default within 10 days of receipt of written notice from Purchaser, Purchaser will have the right to terminate this Contract by giving notice to Seller, in which event the Deposit will be returned to Purchaser together with reimbursement from Seller of Purchaser's reasonable actual documented out-of-pocket expenditures and attorneys' fees incurred by Purchaser after the Effective Date in connection with its investigation of the Real Property and the Land Use Approvals contemplated in Section 5, but in no event shall the reimbursement exceed $10,000 in the aggregate, and this Contract will be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, this is the sole and exclusive remedy of Purchaser.

11. **Closing**.

(a) **Closing Date**. Closing of the purchase and sale of the Property (the "Closing") shall occur at Emmanuel, Sheppard and Condon, within 30 days following the later to occur of (i) expiration of the Inspection Period, or (ii) satisfaction or Purchaser's written waiver of each of the conditions precedent outlined in Section 8(a), above (the "Closing Date");

(b) **Seller Closing Documents.** At the Closing, Seller shall deliver to Escrow Agent each of the following items, which must be acceptable to Purchaser, duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Purchaser:

(i) A deed ("Deed") to be prepared by the County Attorney conveying to Purchaser fee simple title to the Real Estate and Improvements, subject to taxes and assessments for the current year and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference shall not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities; and further subject to all notice provisions, covenants, and other duties and obligations contained in the Quit Claim Deed from the United States of America to Escambia County recorded in Official Record Book 8037 at page 1132 of the public records of Escambia County, Florida. Additionally, the Deed shall expressly disclaim and waive any reservation of mineral (and related surface) rights available to Seller under Florida Statutes 270.11 or otherwise;

(ii) Originals or, if appropriate, copies of all Intangible Personal Property, together with an assignment of all Intangible Personal Property;

(iii) Any federal and state tax reporting forms required in connection with the transaction contemplated by this Contract;

(iv) The original, fully-executed minutes from the Escambia County Board of County Commissioners meeting confirming and authorizing the sale of the Property, together with such other documents and approvals as may reasonably be required by the Title Company;

(v) Closing statement prepared by the Escrow Agent and approved by Seller and Purchaser;

(vi) A certificate from Seller dated the date of Closing certifying that all of the representations of Seller set forth in this Contract are true, correct, and complete in all respects at and as of the Closing (subject to those limitations and qualifications stated in this Contract);

(vii) Corrective instruments or other instruments necessary to clear title;

(viii) Actual, exclusive physical possession of the Property;

(ix) All keys and other means of physical access to the Real Property and/or the Improvements; and

(x) Such additional documents as are customarily required of sellers in transactions of this type in Escambia County, Florida, or as reasonably may be necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(c) **Purchaser Closing Documents.** At the Closing, Purchaser shall deliver to Escrow Agent each of the following items duly and properly executed, acknowledged, and in proper form for recording, if required, by the appropriate party, unless waived by Seller:

(i) The balance of the Purchase Price as provided in Section 2 of this Contract, subject to prorations provided for in this Contract;

(ii) Closing statement; and

(iii) Such additional documents as are customarily required of purchasers in transactions of this type in Escambia County, Florida, or as may be reasonably necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements called for under this Contract that have not been delivered previously.

(d) **Taxes, Fees and Charges**. Taxes, fees and charges will be paid as follows:

(i) Purchaser is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Purchaser at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

(ii) All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Purchaser's proposed construction on, or development of, the Property will be paid solely by Purchaser.

(e) **Closing Costs**. Seller shall pay Seller's attorneys' fees and the cost to cure any Objections it elects to cure pursuant to Section 3. Purchaser shall pay all closing and other costs, including but not limited to Purchaser's attorneys' fees and expenses; all documentary stamp, intangible and other taxes payable in relation to the Deed, all escrow fees, recording fees and closing costs charged by the Title Company, the Title Company's premium for the title policy including all fees and costs for the related Commitment, search, and examination; the cost for any endorsements to the title policy; the cost of any lender's title insurance policy and endorsements; the cost of the Survey; all due diligence costs and expenses; all costs, including documentary stamp, intangible and other taxes, payable in relation to any of Purchaser's financing associated with the transactions contemplated by this Contract.

12. **Risk of Loss**. Seller will bear the risk of loss or damage to, or destruction of, the Property or any portion of the Property from any and all causes whatsoever (collectively, "Damage") up to and including the date and time of the Closing; the doctrine of equitable conversion will not apply to this transaction.

13. **Condemnation**. If, at or before the Closing, the Real Property and/or Improvements or any portion thereof will be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller must promptly give Purchaser written notice of the taking or condemnation, or any pending or threatened proceedings; if the

property condemned constitutes a material part of the Real Property and/or Improvements, as determined by Purchaser in its reasonable judgment, Purchaser will have the right to terminate this Contract by giving Seller written notice to that effect, within 30 days of receipt of Seller's notice, whereupon the Escrow Agent must promptly return the Deposit to Purchaser, and thereafter the parties will have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative, Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award will be paid over to and will become the sole property of Purchaser. If those awards are not available at Closing, Seller must agree to assign over all such proceeds to Purchaser at Closing.

14. **Brokers**. Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker, sales person, agent, or other intermediary in connection with any of the transactions contemplated by this Contract.

15. **Escrow Agent**.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth in this Contract and no implied duties or obligations will be read into this Contract against Escrow Agent. Escrow Agent is also the law firm representing Purchaser. In the event of a dispute between the parties, the parties consent to Escrow Agent continuing to represent Purchaser, notwithstanding the fact that it will also have the duties provided for in this Contract.

(b) Escrow Agent may act in reliance on any writing or instrument or signature that it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions of this Contract has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited in escrow, or as to the identity, authority, or right of any person execution the same, and its duties under this Contract will be limited to those provided in this Contract.

(c) If the parties (including Escrow Agent) are in disagreement about the interpretation of this Contract or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, Escrow Agent may, but will not be required to, file an action in interpleader to resolve the disagreement.

(d) Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of act or errors of judgment, or for any act or omission of any kind unless caused by its gross negligence or willful misconduct.

16. **Assignability**. Neither party will assign its rights under this Contract without the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. No assignment, whether or not permitted under this Section, will relieve the assigning party of its obligations under this Contract.

17. **Radon Notice**. As required by Section 404.056(5), Florida Statutes, the following notification is made regarding radon gas:

> **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

18. **General Provisions**.

(a) **Notices**. All notices which are required or permitted under this Contract must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery, (ii) one business day after having been deposited with an expedited, overnight courier service, or (iii) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Purchaser:

Name:	Navy Federal Credit Union
Address:	5550 Heritage Oaks Drive Pensacola, FL 32526-7855
Attention:	Kara Cardona, Senior Vice President, Greater Pensacola Operations
Facsimile:	_____
E-mail:	Kara_cardona@navyfederal.org

with copy to:

Name:	Navy Federal Credit Union
Address:	5550 Heritage Oaks Drive Pensacola, FL 32526-7855
Attention:	Matt Vinson, Associate General Counsel
Facsimile:	_____
E-mail:	Matt_Vinson@navyfederal.org

with copy to:

Name:	John W. Monroe
Address:	Emmanuel, Sheppard & Condon 30 S. Spring Street Pensacola, Florida 32502
Facsimile :	850-434-6162
E-mail :	jwm@esclaw.com

If to Seller:

Name:	Escambia County
Address:	221 Palafox Place, Suite 430 Pensacola, FL 32502
Attention:	Stephen G. West, Senior Assistant County Attorney
Facsimile:	850-595-4979
E-mail:	aarogers@co.escambia.fl.us, and sgwest@myescambia.com

If to Escrow Agent:

Name:	John W. Monroe
Address:	Emmanuel, Sheppard & Condon 30 S. Spring Street Pensacola, Florida 32502
Facsimile :	850 434-6162
E-mail :	jwm@esclaw.com

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 18(a) shall constitute delivery.

(b) **Time of the Essence**. Time is of the essence with respect to each provision of this Contract.

(c) **Integration**. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

(d) **Captions**. The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

(e) **Counterparts**. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, taken together, will be deemed to constitute one agreement.

(f) **Interpretation**. This Contract and the exhibits or addenda to this Contract have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party will be deemed responsible for the drafting of this Contract.

(g) **Severability**. The unenforceability or invalidity of any one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract.

(h) **Binding Effect**. This Contract will be binding on and will inure to the benefit of the parties and their respective devisees, legal representatives, successors, and permitted assigns.

(i) **Recording**. Neither Purchaser nor Seller will record this Contract or a memorandum of this Contract, and any violation of this Section will be a default under this Contract, except that this provision shall not be construed to preclude the Clerk of Court and Comptroller from recording this Contract in the public records pursuant to her official duties.

(j) **Further Assurances**. Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision will survive Closing and will not merge into the Deed.

(k) **Modification**. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by the parties. Escrow Agent will not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

(l) **Gender and Case**. Wherever in this Contract the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders, and vice versa, as the context will require.

(m) **Time Computation**. Any references in this Contract to time periods of less than six (6) days will, in the computation thereof, exclude Saturdays, Sundays and legal holidays; any time period provided for in this Contract that shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday.

(n) **Exhibit and Section References**. All references in this Contract to exhibits, schedules, paragraphs, subparagraphs, sections, and subsections refer to the respective subdivisions of this Contract unless the reference expressly identifies another document. The exhibits attached to this Contract are made a part of this Contract and incorporated into this Contract by this reference.

(o) **Typewritten or Handwritten Provisions**. Typewritten or handwritten provisions that are inserted in this Contract or attached to this Contract as addenda or riders will control over all printed or pre-typed provisions with which they may conflict.

(p) **Survival**. Unless otherwise expressly provided by this Contract, all covenants, agreements, representations, and warranties of Seller and of Purchaser in this Contract, all remedies related to them, and the provisions of this Section will survive Closing (and will not merge into the Deed) or the termination of this Contract.

(q) **Governing Law**. This Contract and all transactions contemplated by this Contract will be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

(r) **Wetlands**. It is Purchaser's intention to preserve and keep the wetlands that exist upon the Real Property in their natural state. Purchaser's existing intention should not be construed as creating a conservation easement or binding agreement or restriction of any kind or nature upon Purchaser or the Real Property.

(s) **Recreational Facilities**. It is Purchaser's intention to use a portion of the Real Property for construction of recreational facilities, the nature and location of which will be in Purchaser's discretion. It is Purchaser's further intention to allow public access to certain portions of the recreational facilities once constructed, as designated by Purchaser in its discretion and subject to Purchaser's reasonable conditions and limitations. Nothing herein shall be construed to create or require a dedication or public easement of any kind or nature relating to the Real Property.

(t) **Waiver of Jury Trial**. Seller and Purchaser mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this Contract. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for Purchaser to enter into this Contract.

[Signatures appear on following page.]

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Lumon J. May, Chairman
Date: 5/17/2019

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

BCC Approved: May 16, 2019

This document approved as to form and legal sufficiency.
By:
Title: Asst. County Attorney
Date: May 16, 2019

PURCHASER:

NAVY FEDERAL CREDIT UNION

By:
Print Name: KARA CARDONA
As Its: SENIOR VICE PRESIDENT
Date: May 29, 2019

Witnesses as to Purchaser:

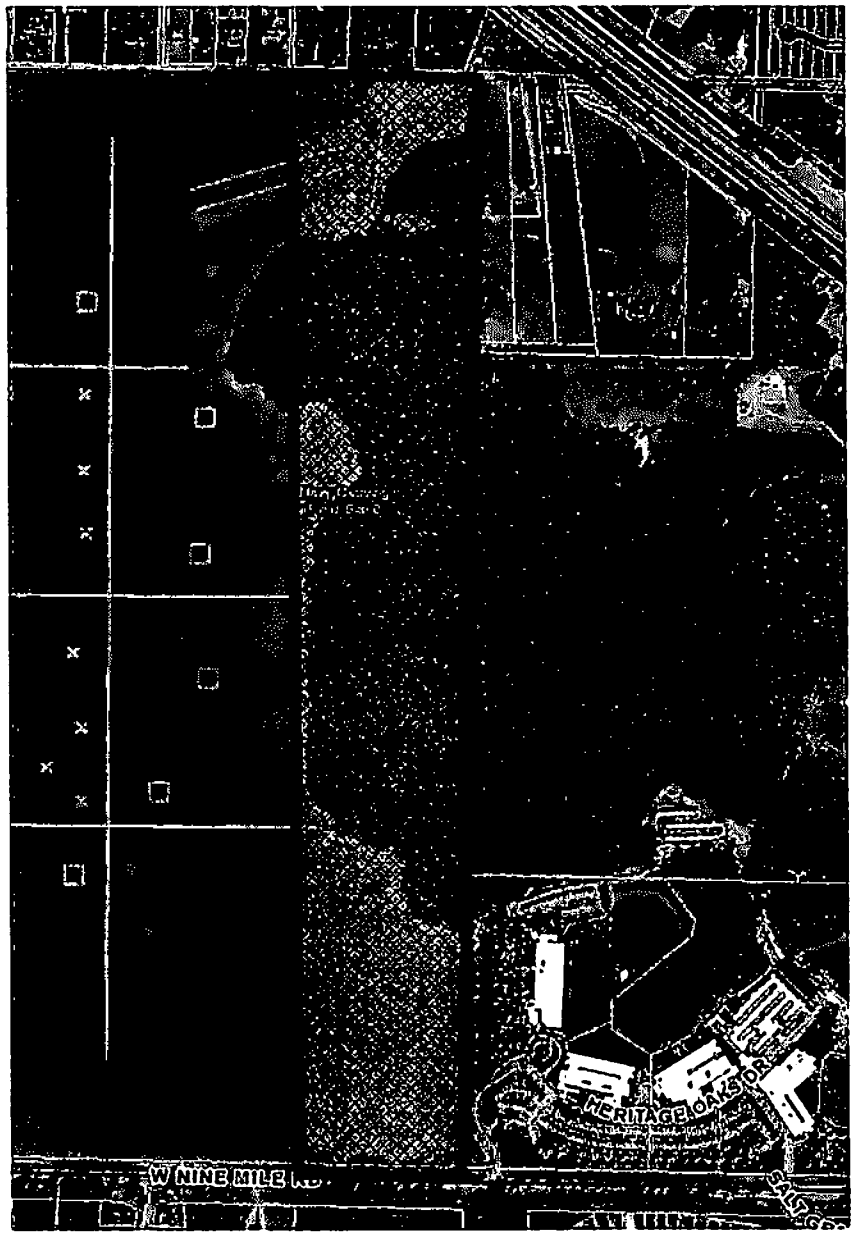
Print Name: William B. Pearson

Print Name: Chastity S. Tisdale

Contract for Sale and Purchase – signature page

EXHIBIT "A"

REAL PROPERTY



The easternmost approximately 96 acres of the real property conveyed by the United States of America to Seller in that certain Quit Claim Deed dated January 25, 2019 and recorded in Book 8037, Page 1132 of the Official Records of Escambia County, Florida.

[Legal description to be confirmed by Title Commitment and Survey.]

FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE

THIS FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE ("Amendment") is made effective the _____ day of July 2019, by and between ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Seller"), and NAVY FEDERAL CREDIT UNION, a federally chartered credit union ("Purchaser")

W I T N E S S E T H :

WHEREAS, Seller and Purchaser entered into that certain Contract for Sale and Purchase fully-executed on or about May 29, 2019, relating to approximately 96 acres located in Escambia County, Florida, as more particularly described therein, (the "Agreement"); and

WHEREAS, Seller and Purchaser wish to amend said Agreement as more particularly set forth below.

NOW, THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Inspection Period shall expire on October 14, 2019.

2. This Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment

3. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

4. Except as expressly modified herein, the terms of the Agreement remain unchanged and in full force and effect.

[A separate signature page follows.]

IN WITNESS WHEREOF, parties have executed this First Amendment to Contract for Sale and Purchase effective as of the date set forth above.

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon May, Chairman
Date: _____

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: July 11, 2019

PURCHASER:

Witnesses as to Purchaser:

NAVY FEDERAL CREDIT UNION

_____
Print Name: _____

By: _____
Print Name: _____
As Its: _____
Date: _____

_____
Print Name: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16476 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: Legal Representation of Commissioner Doug Underhill
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Legal Representation of Commissioner Doug Underhill.

At the request of Commissioner Doug Underhill, that the Board discuss:

A. Whether the Board will retain Attorney Ed Fleming and the McDonald, Fleming law firm to represent the Commissioner in a defamation lawsuit brought against him in Circuit Court case number 2019 CA 000931; and

B. If so, that the Board waive the Board's policy to allow billing not to exceed $350 per hour by McDonald, Fleming.

[Contingent on the Board's approval, funds will come from the General Fund 001, Cost Center 110201.]

BACKGROUND:

Circuit Court Case 2019 CA 000931 was filed on June 7, 2019 and served on Commissioner Underhill on June 17, 2019. A copy of the complaint, filings to date and the Board's Legal Representation for Commissioners and County Employees, Section II, Part C.35 are attached.

BUDGETARY IMPACT:

Contingent on the Board's approval, funds will come from the General Fund 001, Cost Center 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

To be discussed with the County Attorney; the Board policy is attached.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Complaint
Notice of Limited Appearance
Motion for Extension of Time
Legal Representation Board Policy

Filing # 90733266 E-Filed 06/07/2019 09:48:30 AM

IN THE CIRCUIT COURT OF THE
FIRST JUDICIAL CIRCUIT, IN AND
FOR ESCAMBIA COUNTY, FLORIDA

CASE NO.
Division

SCOTT MILLER,

Plaintiff,

vs.

DOUGLAS UNDERHILL,

Defendant.
_____/

COMPLAINT

COMES NOW, the Plaintiff, SCOTT MILLER, by and through his undersigned counsel, and sues the Defendant, DOUGLAS UNDERHILL, and for his cause of action alleges as follows:

1. This is an action for damages in excess of $15,000.00, exclusive of interest, attorney's fees, and costs.

2. The Plaintiff, SCOTT MILLER, is a natural person residing in Escambia County, Florida.

3. The Defendant, DOUGLAS UNDERHILL, is a natural person residing in Escambia County, Florida.

4. The acts, events, and occurrences complained of herein occurred within Escambia County, Florida.

5. Prior to the publication of the defamatory material that is the subject of this lawsuit, the Plaintiff enjoyed a reputation for integrity, honesty, and fair dealing.

6. On or about April 25, 2019 on a Facebook social media website maintained by the Escambia Citizens Watch, the Defendant published the materials that are attached hereto as Exhibit "A." In pertinent part, those materials accuse the Plaintiff of engaging in:

(a) Acts of polluting the environment; and

(b) Planning and endeavoring to take undue advantage of minority individuals, by running them off their land, and subsequently purchasing the same at bargain prices.

(c) Causing the minority individuals to become sick and unable to defend their interests.

7. The publication of these statements were intended to cause aspersions upon the Plaintiff's conduct and character.

8. The statements made by the Defendant and the implications contained therein, are false, malicious (in law and fact), and defamatory.

9. The statements published by the Defendant were done so in complete disregard of their obviously harmful effect on the Plaintiff's reputation and good-standing in the community.

10. As a result of the publication of the various statements noted herein, the words and the implications which they carry have caused, and will continue to cause, the Plaintiff to be regarded with scorn, contempt, ridicule, and disrespect by the Plaintiff's contemporaries and the community at large. These effects will continue into the foreseeable future.

11. As a result of the publication of the defamatory statements, the Plaintiff has suffered, and will continue to suffer, damage.

12. Pursuant to Section 770.01, Florida Statutes, notice was given to the Defendant, DOUGLAS UNDERHILL, of the anticipated action for defamation specifying the article or broadcast of statements therein which the Plaintiff alleged to be false and defamatory. A copy of this notice is attached hereto as Exhibit "B," and incorporated by reference herein.

13. All conditions precedent, concurrent, and subsequent have occurred, failed to occur, or been excused, as appropriate.

WHEREFORE, the Plaintiff prays that this Honorable Court will enter judgment in his favor and against the Defendant for damages, together with awarding the Plaintiff his taxable costs in this matter.

Demand for Jury Trial

Pursuant to Rule 1.430, Florida Rules of Civil Procedure, the Plaintiff demands a trial by jury on all issues so triable.

DATED on this 7th day of June, 2019.

/s/ Gregory D. Smith
GREGORY D. SMITH
314 South Baylen Street
Suite 116
Post Office Box 12853
Pensacola, Florida 32502/32591
(850) 434-1821
Primary e-mail address:
gdsmithlaw@aol.com
Secondary e-mail address:
mbrisby@gccoxmail.com
Florida Bar No. 366511

Escambia Citizens Watch

Escambia Citizens Watch

Public group

About

Discussion

Douglas's post

Members

Events

Videos

Photos

Files

Recommendations

Search this group

Shortcuts

South Palafox Group, LLC

I-10 Classifieds 20+

PENSACOLA FISH... 20+

21st Annual Spring Thu...

Perhaps the same strategy used by most other area including our very own BCC (study after study, firms run our facilities rather locals) - this is consistency

Like · 16h 1

Joel Cotton Tracy Olson McAdams why don't you ask your boy Jeff about this mess.

Like · 15h 3

Tracy Olson McAdams replied · 9 Replies

Janel Mack Stay on them, Doug

Like · 13h 3

Scott Miller So the strategy should have been to convince people to get aviation training that didn't have a corresponding employer in the hopes that someone will decide to open a world-class MRO?

Like · 3h

Douglas Underhill Scott Miller the strategy should have been to spend money on infrastructure and public safety. Lol, only the "Mouthpiece of Rolling Hills" refers to ST as "world class". Let's be honest...it's the Kiker's U-Pull-It of the aviation industry.

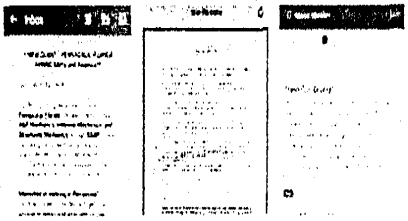
Like · 3h 1

Scott Miller Douglas Underhill Interesting that you think that you can only validate your premise by undermining people who questioned you with personal attacks. Is that because you don't believe the premise yourself when you're trying to distract people from reall... See More

Like · 1h 1

Join Group

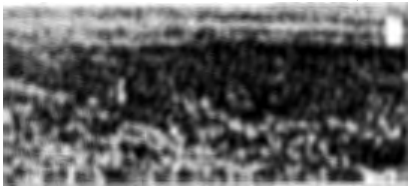
More Join this group to post and



Suggested Groups See All



Dogs of Pensacola
21 friends · 5,396 members Join



Exploring Pensacola
69 friends · 13,280 members Join



Exhibit "A"

John and Tim X Gene M. Valent... X Chat (60)

:ol

Escambia Citizens Watch

Public group

About

Discussion

Douglas's post

Members

Events

Videos

Photos

Files

Recommendations

Search this group

Shortcuts

South Palafox Group, LLC

I-10 Classifieds 20+

PENSACOLA FISH... 20+

21st Annual Spring Thu...

Pull-It or the people that patronize the world t name into a derogatory term?

Join Group

More Join this group to post and

Do you think that if you are loud enough and mean enough that people will eventually be so scared of you that they'll just let you get your way out of fear?

The only thing that you were actually accomplishing is the creation of a progressively larger Coalition of people who are unwilling to consider any solution to any problem with you propose regardless of its merits.

How do you expect to be an effective representative of the people of district 2 when you can't get anyone to go along with your ideas?

Like · 1h 1

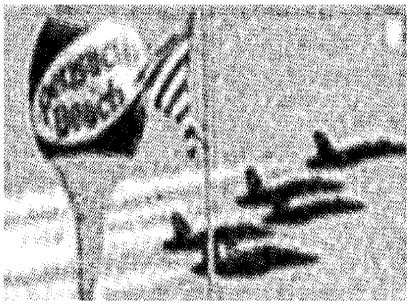
Douglas Underhill Scott Miller The folks at Kikers are west siders, they dont get butt-hurt from a FB post. They are not delusional, they know they are not the Beverly Wilshire and don't particularly want to be. They take pride in giving a good product for a good price and keeping their neighbors on the road. They don't particularly care what a Commissioner or a Downtown FanBoy thinks.

Like · 1h

Douglas Underhill Scott Miller I don't have to undermine your arguments. You are well known to be one of the men who polluted Wedgewood with your Rolling Hills dump, which the people are now paying to close becasue you can't clean up your own mess. Now I know, you and Larry Newsome were gonna make a ton of money with the dump, run all them black folks off their land (Larry was allowed to resign instead of get fired becasue he was making backdoor offers to those poor people to buy their houses, once the dump made them sick enough they could not fight) Hey @Jim Little and @Coriss Nylander...dig into that one for some eye-openners! If only you could have kept Gene Valentino in office to prevent Lumon from getting a third vote to shut down your Pinestead Longleaf Connector Fantasy! Lets take a walk down memory lane: https://youtu.be/2GSUKDyW1po



Pensacola Buy Sell And Trade And Barter Join
28,220 members



Pensacola and Surrounding Areas Marketplace Join
8,130 members

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

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Escambia Citizens Watch

Escambia Citizens Watch

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I-10 Classifieds 20+

PENSACOLA FISH... 20+

21st Annual Spring Thu...

Join Group More Join this group to post and

YOUTUBE.COM

Commissioner Valentino...

Like · 1h

Douglas Underhill Scott Miller The part I really love is how you have reinvented yourself into a political advisor, in spite of the fact you litterally got what? 5% of the vote when you ran? Then you helped Gene lose to a complete nobody (me)...finally culminating in this rock-star piece of advertisement work (For those that don't know, Escambia Citizens United is none other than the same clowns that brought you Rolling Hills...that is Scott Miller's voice at the end of the video. Hey Scott Trotter, you should be proud of your new friends..."Running Poor People out of the Way of Progress" has been a way of life for these guys. Oh look, two of the people on the ad are two of the Commissioners who blocked Lumon every time he tried to hold Rolling Hills accountable. Hmm. I bet those guys wish they had Jeff Bergosh's "Head in the Sand" ordinance back then so they could have sued Lumon into submission! https://youtu.be/oBL6c7GPCdE



YOUTUBE.COM

Escambia Citizens United

John and Tim X Gene M. Valent... X Chat (60)

GREGORY D. SMITH
Attorney and Counsellor at Law
314 South Baylen Street, Suite 116
Pensacola, Florida 32502
(850) 434-1821

Mailing Address:
Post Office Box 12853
Pensacola, Florida 32591

FAX:
(850) 434-1779

May 10, 2019

BY CERTIFIED MAIL --
RETURN RECEIPT REQUESTED

Mr. Doug Underhill
211 Palafox Place PI. #400
Pensacola, Florida 32502

Escambia Citizens' Watch

RE: *Scott Miller v. Doug Underhill*

Dear Gentlemen:

This office represents Scott Miller. On or about April 25, 2019, Mr. Underhill posted on the Facebook page for Escambia Citizens' Watch, the following:

> Douglas Underhill Scott Miller I don't have to undermine your arguments. You are well known to the men who polluted Wedgewood with your Rolling Hills dump, which the people are now paying to close because you can't clean up your own mess. Now I know, you and Larry Newsome were gonna make a ton of money with the dump, run all the black folks off their land (Larry was allowed to resign instead of get fired because he was making backdoor offers to those poor people to buy their houses, once the dump made them sick enough they could not fight) Hey @Jim Little and @Coriss Nylander...dig into that one for some eye-openners! If only you could have kept Gene Valentino in office to prevent Lumon from getting a third vote to shut down your Pinestead Longleaf Connector Fantasy! Lets take a walk down memory lane: https://youtube/2GSUKDyW1pi

This letter is being sent to you pursuant to Section 770.01, Florida Statutes. My client intends to file a civil action against you for publication or broadcast on the medium of

Exhibit "B"

the internet (through the Escambia Citizens Watch Facebook Page), of a libel against him. The quoted portion noted above constitutes a libel on at least 3 grounds:

(a) Acts of polluting the environment -- "You are well known to the men who polluted Wedgewood with your Rolling Hills dump, which the people are now paying to close because you can't clean up your own mess."

(b) Planning and endeavoring to take undue advantage of minority individuals, by running them off their land, and subsequently purchasing the same at bargain prices -- "Now I know, you and Larry Newsome were gonna make a ton of money with the dump, run all the black folks off their land."

(c) Causing the minority individuals to become sick and unable to defend their interests -- "Larry was allowed to resign instead of get fired because he was making backdoor offers to those poor people to buy their houses, once the dump made them sick enough they could not fight."

My client contends that these statements, as referenced above, are false and defamatory and he is the subject of the same.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely yours,

GREGORY D. SMITH

GDS/mb

pc: Mr. Scott Miller

Filing # 92192912 E-Filed 07/08/2019 03:17:41 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

SCOTT MILLER,

Plaintiff,

v.

DOUGLAS UNDERHILL,

Defendant.

Case No. 2019 CA 000931

NOTICE OF LIMITED APPEARANCE

NOTICE IS HEREBY GIVEN of the limited appearance of Edward P. Fleming of the law firm McDonald Fleming as counsel for Defendant Douglas Underhill. Undersigned counsel's appearance for Defendant Underhill is limited to the issue of seeking an extension of time in which to answer Complaint. All documents should be served on the undersigned at the following service address:

Primary Email Address: *flemingservice@pensacolalaw.com*

/s/Edward P. Fleming
EDWARD P. FLEMING
Florida Bar No. 615927
MCDONALD • FLEMING
719 S. Palafox St.
Pensacola, Florida 32502
flemingservice@pensacolalaw.com
(850) 202-8531
Counsel for Douglas Underhill

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was electronically filed this 8th day of July, 2019 with the Clerk of Court using the Florida E-Portal system which will send notification of such filing to the following:

Gregory D. Smith, Esq.
314 S. Baylen St., Suite 116
Pensacola, Florida 32502
gdsmithlaw@aol.com
mbrisby@gccoxmail.com

/s/ Edward P. Fleming
Edward P. Fleming
McDONALD • FLEMING

Filing # 92192912 E-Filed 07/08/2019 03:17:41 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

SCOTT MILLER,

Plaintiff,

v.

DOUGLAS UNDERHILL,

Defendant.

Case No. 2019 CA 000931

DEFENDANT DOUGLAS UNDERHILL'S MOTION FOR EXTENSION OF TIME TO ANSWER COMPLAINT

Defendant, DOUGLAS UNDERHILL ("Defendant"), requests the Court grant an order extending time in which to respond to Plaintiff's Complaint and in support thereof states as follows:

1. The Complaint in this matter was filed on June 7, 2019.

2. Defendant was served with Complaint with Exhibits on June 17, 2019.

3. The current deadline to answer the Complaint is Monday, July 8, 2019.

4. Counsel for Defendant entered a Notice of Limited Appearance in this matter on July 8, 2019.

5. Counsel for Defendant requests this additional time as Defendant will be requesting that Escambia County pay the costs of Defendant relating to his official duties as County Commissioner, and the County would have the right to select counsel.

6. Counsel for Defendant requests an extension of time to respond to the Complaint through and including August 7, 2019.

WHEREFORE, Defendant, DOUGLAS UNDERHILL, respectfully requests this Court grant its motion to extend time to respond to the Complaint to August 7, 2019, enter an Order granting said Motion, and for such other relief the Court deems just and proper.

/s/Edward P. Fleming
EDWARD P. FLEMING
Florida Bar No. 615927
MCDONALD • FLEMING
719 S. Palafox St.
Pensacola, Florida 32502
flemingservice@pensacolalaw.com
(850) 202-8531
Counsel for Douglas Underhill

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I hereby certify that the foregoing was electronically filed this 8th day of July, 2019 with the Clerk of Court using the Florida E-Portal system which will send notification of such filing to the following:

Gregory D. Smith, Esq.
314 S. Baylen St., Suite 116
Pensacola, Florida 32502
gdsmithlaw@aol.com
mbrisby@gccoxmail.com

/s/ Edward P. Fleming
Edward P. Fleming
MCDONALD • FLEMING

Board of County Commissioners
Escambia County, Florida

Title:	Legal Representation for Commissioners and County Employees, Section II, Part C.35
Date Adopted:	May 15, 2014
Effective Date:	May 15, 2014
Reference:	
Policy Amended:	New Policy

A. Purpose:

Commissioners, County employees, Board appointees and County agents should be entitled to some assurance that in the performance of a public service they will not be encumbered by the expense of defending a civil, criminal, ethics, administrative or professional licensing action predicated upon their official acts and reports and should not fear such expenses that may result from reprisals. Further, the Board of County Commissioners finds that it is necessary to encourage the continued participation in County government by alleviating the potential liability of persons having to expend their own funds for the payment of reasonable attorney's fees and costs when such persons are named in a criminal, civil, ethics, administrative or professional licensing action. In following this policy, the Board may only incur or reimburse reasonable attorney's fees and costs as allowed by Florida law.

B. Definitions:

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the subject commissioner, employee, appointee or agent of the County. Any travel expenses shall be as provided in section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary rate, whether a flat fee or per hour, charged in Escambia County, Florida, for similar work performed by attorneys within the County, but in no event to exceed $250 per hour unless a higher amount is approved by the Board due to extraordinary circumstances.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean dismissal, a finding of not guilty or a verdict of no liability in favor of the person covered herein as set forth below. In a civil case, a judgment of nominal damages or a judgment of 25% or less than a proposal for settlement served by the Commissioner or employee pursuant to Florida Statutes and the Florida Rules of Civil Procedure, which is entered against the Commissioner or employee may be considered as a successful defense or as prevailing as circumstances warrant. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the

officer or employee prevailed.

C. Policy.

It is the Board's policy that for cases involving current and former County employees, Board appointees and County agents personally named in any civil, criminal, ethics, administrative or professional licensing action for any act within the scope of their duties and responsibilities, the County will prospectively provide legal representation or pay reasonable attorney's fees and costs if the procedures in this policy are followed and if allowed by Florida Law.

Cases involving current or former County Commissioners personally named in any civil, criminal, ethics, administrative or professional licensing case that arises out of and in connection with their scope of County function shall be addressed by the Board of County Commissioners on a case-by-case basis. Florida law shall be followed with regards to any payment or reimbursement of legal fees or prospective retention of legal representation. Any current or former County Commissioner personally named in a civil, criminal, ethics, administrative or professional licensing action and who desires the County pay for on an ongoing basis or reimburse legal fees shall follow the procedures set forth in this policy. For cases involving current or former County Commissioners, out of the Sunshine litigation strategy meetings set forth in section 286.011(8), Florida Statutes are discouraged but may be allowed by majority vote of the Board should circumstances warrant.

D. Procedures:

Any person who believes that he or she is allowed or entitled to payment or reimbursement of reasonable attorney's fees and costs or retention of legal representation shall, as a condition precedent to such payment, retention or reimbursement, notify the County through its County Attorney in writing within 10 days of their knowledge of a relevant action or within 10 days of retaining a private attorney, whichever is applicable. The request shall at a minimum set forth:

1. The name and current address of the person making the request;
2. A description of the entity conducting the investigation or proceeding;
3. The case number or file number of the investigation or proceeding, if known;
4. A description of each count, charge and/or allegation made or being investigated;
5. The dates(s) that the alleged wrongful incidents are alleged to have occurred;
6. The person's office or position of employment with the County on the dates described in (5.) above;
7. The reasons why it is believed that the attorney's fees and costs should be paid by the County;
8. The name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (4.) above, if applicable;
9. A description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the

counts, charges and/or allegations described in (4.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (4.) above; and

10. Such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

E. Board Action.

The County Attorney shall review all requests provided pursuant to section D of this policy and within a reasonable time shall prepare and present an agenda item for consideration by the Board. In any case where the County Attorney believes the matter can be ethically, legally and expeditiously handled in-house, the recommendation shall so state. In all other instances, the County Attorney shall make a recommendation on the applicability of this policy to the request for retention of legal representation or payment or reimbursement of reasonable attorney's fees and costs.

For a civil action, the recommendation shall support payment, reimbursement or retention of legal counsel unless there has been a finding or it appears clear from the relevant materials that the person is personally liable, acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property pursuant to section 111.07, Florida Statutes.

For other actions the recommendation shall support payment, reimbursement or retention of legal counsel so long as it appears the alleged misconduct arose out of or in connection with the performance of their official duties and while serving a public purpose pursuant to Florida case law.

For a recommendation regarding a criminal charge for violation of Florida's Sunshine law, the recommendation shall reflect that Florida law specifically authorizes reimbursement of reasonable attorney's fees and costs upon acquittal pursuant to section 286.011(7), Florida Statutes.

The Board may:

1. Request additional relevant information from the applicant or County Attorney; or
2. Continue the request to a date and time certain; or
3. Take action upon the written request and determine if the attorney's fees and costs shall be reimbursed or paid, and if so, in what amount; or
4. Allow the County Attorney to represent the applicant or other counsel to be retained; or
5. Deny the request and make appropriate findings.

F. Agreement.

In any event where the County has prospectively provided legal representation or is paying reasonable attorney's fees and costs prior to disposition of an action or claim,

the Board may require the individual to execute an agreement with the County which shall require reimbursement to the County in the following circumstances:

1. In a civil action where the individual did not prevail and was found personally liable, to have acted outside the scope of employment, or in bad faith, with malicious purpose or wanton disregard of human rights, safety or property; or
2. In any other action where upon disposition of the case the Board of County Commissioners determined the alleged misconduct did not arise out of or in connection with their official duties or the individual was not serving a public purpose; or
3. In any case where prevailing Florida law would not allow the County to cover the expenses of the legal representation.

Regardless of whether an agreement is entered or not, the Board may authorize legal action to recoup expenses in cases where reimbursement is due to the County based on application of either this policy or Florida law.

G. <u>Investigations and Grand Jury Investigations.</u>

Florida law may not allow payment or reimbursement of reasonable attorney's fees and costs or retention of outside counsel in cases involving solely an investigation or a grand jury investigation. In the event a person subject to this policy believes they are entitled to relief, he or she may bring the request to the County Attorney, as set forth in this policy, and the County Attorney will review it and take a recommendation to the Board of County Commissioners in a timely fashion.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16482 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/18/2019
Issue: ATU's Proposed Collective Bargaining Agreement
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the ATU's Proposed Collective Bargaining Agreement.

That the Board consider the following options:

A. Approve the proposed Collective Bargaining Agreement with the Local 1395 of the Amalgamated Transit Union/AFL-CIO and authorize the County Administrator to execute the Agreement; or

B. Direct the County Administrator to resume negotiations with the designated bargaining agent of the ATU, Local 1395.

ATU, LOCAL 1395 PROPOSED LABOR AGREEMENT DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

The proposed collective bargaining agreement was delivered to the County Attorney's Office by a representative of the ATU, Local 1395 on Friday, June 21, 2019. The Union's representative has advised that the proposed agreement was ratified by the members of the ATU, Local 1395 bargaining unit on Sunday, May 5, 2019.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.
