



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

INVITATION TO BID

SULFURIC ACID FOR THE WATER TREATMENT PLANT

THIS BID MAY BE SUBMITTED ELECTRONICALLY THROUGH [BONFIRE](#)

**THOSE BIDDERS WISHING TO SUBMIT A PAPER BID MAY CONTACT THE
[PURCHASING DEPARTMENT](#)**

ITB No. 24-33

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	3
INTRODUCTION	3
EXPERIENCE RECORD	3
BID DEADLINE/DELIVERY	3
BID DOCUMENTS	4
POINT OF CONTACT	4
QUESTIONS	4
ADDENDA	4
BID FORM	4
COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES..	5
WITHDRAWAL OF BIDS	5
CANCELLATION	5
BASIS OF AWARD	5
RIGHT TO REJECT	5
EXECUTION OF AGREEMENT	6
LICENSING	6
GENERAL TERMS	6
PUBLIC RECORDS	6
EXEMPTION OF MEETINGS/PRESENTATIONS	6
REPRESENTATIONS	7
WARRANTY	7
SUBCONTRACTORS	7
PURCHASES BY OTHER PUBLIC AGENCIES	7
PRICE ESCALATION/DE-ESCALATION	8
BID PROTEST	8
MATERIAL SPECIFICATIONS	8
SAFETY DATA SHEETS	8
ANTICIPATED SCHEDULE	8
BID CHECKLIST	9
ATTACHMENT 1	10
REQUIRED FORMS	10
BID FORM	11
ADDENDUM ACKNOWLEDGEMENT	13
ANTI-COLLUSION CLAUSE	14
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST	15
CONFLICT OF INTEREST DISCLOSURE FORM	16
EXPERIENCE RECORD	17
REFERENCES QUESTIONNAIRE	18
IDENTICAL TIE BIDS/DRUG FREE WORKPLACE	19
SUB-CONTRACTORS	20
ATTACHMENT 2 SAMPLE CONTRACT 24-33 SULFURIC ACID FOR THE WATER TREATMENT PLANT	
EXHIBIT 1 BID SPECIFICATIONS	
EXHIBIT 2 VENDOR'S RESPONSE TO ITB 24-33	
EXHIBIT 3 BAY COUNTY INSURANCE REQUIREMENTS	

INSTRUCTIONS TO BIDDERS

**Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions**

INTRODUCTION

The Bay County Board of County Commissioners (County) seeks bids from qualified vendors to supply Sulfuric Acid to the Bay County Water Treatment Plant located at 3400 Transmitter Road, Panama City, FL 32404. Sulfuric Acid shall be delivered in accordance with the specifications identified in Exhibit 1.

EXPERIENCE RECORD

Bidder shall complete the form in Attachment 1 and submit with the bid documents. References should be available to be contacted during normal working hours. The County will choose, at its own discretion, references to contact in order to complete the evaluation questionnaire in Attachment 1. In the event that the Bidder has performed work as a prime contractor for the County within the last five years, the County shall attempt to contact one County and one non-County reference. The County will attempt to contact each selected reference by phone. In the event that the contact person cannot be reached, the Bidder shall receive a score of zero (0) for that reference evaluation. The County will not attempt to correct incorrectly supplied information.

Bidders who receive less than a satisfactory evaluation may not be considered a qualified bidder by the County.

BID DEADLINE/DELIVERY

ELECTRONIC OR SEALED PAPER BIDS for ITB NO: **ITB 24-33 Sulfuric Acid for the Water Treatment Plant** will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA up until **2:00 pm (CDT) Wednesday, April 24, 2024**. Bids will be publicly opened immediately following the deadline. **ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED.**

Bids for this solicitation may be submitted either electronically via the County's [Bonfire](#) Web portal **or** by paper, sealed and delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401.

Bidders electing to submit paper bids should submit one (1) original bid package.

Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time.

Each bid shall be valid to Bay County for a period of ninety (90) days after the bid opening. The County will check the bids and notify the selected bidder at the earliest opportunity.

Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Pre-Bid Conference or Bid

opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

BID DOCUMENTS

Electronic versions of the solicitation documents are available via Purchasing Department's Bonfire web portal:

<https://baycountyfl.bonfirehub.com/portal/?tab=openOpportunities>

Bid documents, plans, blueprints, or other materials may also be obtained by contacting the Bay County Purchasing Department, purchasing@baycountyfl.gov, 840 West 11th Street, Suite 2500, Panama City, FL 32401, (850) 248-8270.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

POINT OF CONTACT

The County Purchasing Department will be the only point of contact for this ITB. Under no circumstances may a bidder contact any County Commissioner, County Administrator, or County employee concerning this ITB until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Bidders shall submit all questions, in writing, to the Purchasing Department via email Purchasing@baycountyfl.gov, the Bonfire portal, or FAX to (850) 248-8276. All questions shall be submitted no later than **5:00 pm (CDT) on Monday, April 15, 2024**.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County Bonfire Portal and the County website.

It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

BID FORM

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form or other bid documents by the bidder.

No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. In such cases, the unit price bid shall not be changed and shall prevail.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, permits, impact fees, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the date for opening and all bids shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this ITB, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the Bay County Bonfire Portal and the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified price per pound of Sulfuric Acid, delivered and is deemed qualified by Bay County, subject to the County's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all submittals received;
- b. select and award any portion of any or all submittal items;
- c. waive minor informalities and irregularities in the bidder's submittal.

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one bid for the same work from an individual, bidder or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the bid.

EXECUTION OF AGREEMENT

The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Chief Procurement Officer all required contract documents in form and substance approved by the County. The vendor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the Bay County Risk Management Office before the successful bidder may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Vendor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and all insurance policies and other required deliverables are provided and approved by the County.

LICENSING

Bidder shall be properly licensed for the appropriate work specified in this Invitation to Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the bid as nonresponsive.

GENERAL TERMS

Companies that are required to register with the State of Florida Division of Corporations as a domestic or foreign business entity should provide evidence of their registration.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all bidders should be aware that bids, responses, and proposals are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

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.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 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, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The successful bidder will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the bidder's response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the successful bidder.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

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

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes

with the right of any public agency or political subdivision to bid any or all of the items or services independently.

PRICE ESCALATION/DE-ESCALATION

No price adjustments may be allowed during the initial proposed term of the contract. Price increases will be considered after the initial proposed term if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of the contract.

BID PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Chief Procurement Officer and the County Attorney no later than one business day after notice of the awarding authority's decision.

MATERIAL SPECIFICATIONS:

Bidders shall submit a material specification (components and analysis) with typical properties for Hydrated Lime and guarantee that all deliveries will meet the specifications on the sheets.

SAFETY DATA SHEETS

Bidders shall submit safety data sheets for the product offered with bid.

Upon contract award, SDS must be provided with each delivery. No delivery will be accepted without an SDS.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County's discretion:

ITB Advertisement	Wednesday, March 20, 2024
Pre-Bid Meeting	N/A
Questions Due Date	Monday, April 15, 2024
Bid Deadline	Wednesday, April 24, 2024
Board Meeting for recommended award	Tuesday, May 21, 2024

BID CHECKLIST

The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

The following bid forms may be submitted electronically through the Bonfire Portal. Bidders submitting paper bids may download all documents from the Purchasing Department's web page: <https://baycountyfl.gov/Bids.aspx>

- _____ BID FORM
- _____ ADDENDUM ACKNOWLEDGEMENT
- _____ ANTI-COLLUSION CLAUSE
- _____ CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
- _____ CONFLICT OF INTEREST DISCLOSURE FORM
- _____ EXPERIENCE RECORD
- _____ QUESTIONNAIRE TO ACCOMPANY BID
- _____ IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
- _____ SUB-CONTRACTORS
- _____ Safety Data Sheets (SDS)
- _____ Material Specifications

**ATTACHMENT 1
REQUIRED FORMS**

BID FORM
ITB NO: 24-33

This proposal of _____, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Vendor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **price per pound of Sulfuric Acid delivered** is:

(Words)

(\$ _____)

Submitted By: _____
Name of Firm/Vendor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Contractor's License No. _____

Signature of Authorized Representative of Firm/Vendor

Date

SEAL: (If bid is by Corporation)

Order Placement Information:

Contact Person

Telephone Number

Billing Address

Fax

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

REFERENCES QUESTIONNAIRE
(TO BE COMPLETED BY THE COUNTY)

Proposer's Name _____

Proposer's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of the County:

1. Briefly describe the work the Proposer performed for your company.

2. How well did the Proposer adhere to the agreed upon schedule?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

3. How would you rate the Proposer's quality of work?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

4. How would you rate the Proposer's use of adequate personnel in quantity, experience and profession?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

5. How would you rate the Proposer's use of appropriate equipment and methods?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

Score _____

Divided by 4

= Average Score _____

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees 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.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 2
SAMPLE CONTRACT 24-33
SULFURIC ACID FOR THE WATER TREATMENT PLANT

This Contract, dated _____ is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Vendor Name, located at Vendor Address, City, State, Zip ("Vendor").

1. Scope of Work

The County desires to hire Vendor to provide all necessary labor, supervision, equipment, and supplies to provide Sulfuric Acid to the Bay County Water Treatment Plant located at 3400 Transmitter Road, Panama City, FL 32404.

The Vendor hereby agrees to provide Sulfuric Acid in accordance with **Exhibit 1** Bid Specifications. The Vendor hereby agrees to provide Sulfuric Acid to the County according to Invitation to Bid (ITB) 24-33 said documents being incorporated into this agreement as if fully set out herein, and the Vendor's response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon execution by the County and continue in effect through June 30, 2025. Upon mutual agreement between the County and Vendor, the Contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

No price adjustments may be allowed during the initial proposed term of the contract. Price increases will be considered after the initial proposed term if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of the contract.

3. Contract Price

The County shall pay the Vendor for goods provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Vendor's invoice and written approval of same by the County's Designated Representative indicating that goods have been delivered in conformity with this Agreement.

The Vendor shall invoice the County based on the Vendor's proposal cost of \$ ____ per pound of Sulfuric Acid, delivered as described in this agreement and ITB 24-33.

4. Independent Contractor

The Vendor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Vendor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

5. Vendor's Personnel

Vendor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Vendor. The direction of the work of Vendor's employees shall be under the exclusive control of Vendor. If the County objects to the presence or performance of any employee of Vendor, Vendor shall remove such employee from County premises.

6. Cooperation

Vendor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Vendor will cooperate with the County Utility Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Vendor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

Keep and maintain public records required by the County in order to perform the service;

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, F.S. or as otherwise provided by law.

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 Vendor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Vendor, or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining 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.

The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

12. County Representative

The County Utility Services Director or a designee has authority to designate the work to be done by Vendor, to inspect such work, and to resolve questions which arise between the parties. The Vendor or the Vendor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

General Laws: Vendor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Vendor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Vendor shall provide proof of such compliance to the County.

Illegal Alien Labor: Vendor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Vendor shall not knowingly employ or contract with an illegal

alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor is in compliance with such laws. Vendor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Vendor shall pay all cost incurred to initiate and sustain the verification programs.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

15. E-Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Vendor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d),

Fla. Stat. Vendor acknowledges that upon termination of this agreement by the County for a violation of this section by Vendor, Vendor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. Scrutinized Companies

Vendor must certify that the company is not participating in a boycott of Israel.

Vendor must also certify that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Vendor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor of the County's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

17. Insurance

During the term of this Contract, Vendor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 3** to this Contract and incorporated by reference.

18. Hold Harmless and Indemnification

To the extent provided by law, the Vendor shall indemnify, defend, and hold harmless the County including the County's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Vendor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection

with the rights granted to or exercised by the Vendor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Vendor 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 Vendor'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.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

19. Duty to Pay Defense Costs and Expenses

The Vendor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Vendor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Vendor accordingly for all fees, costs and expenses upon the conclusion of the claim.

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.

This Section survives termination or expiration of this Contract.

20. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Utility Services Department
Attn: Bobby Gibbs
3410 Transmitter Road
Panama City, FL 32404

For the Vendor:

The Vendor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Vendor's notification of address change is sufficient if sent by email or facsimile.

21. Assignment

Vendor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

22. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

23. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

24. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Vendor shall not be construed to waive or limit the full and faithful performance by the Vendor of another of its obligations or of the same obligation in the future.

25. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Vendor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

26. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination

may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the vendor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the vendor in performing this contract, whether completed or in process.

Failure of the Vendor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Vendor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Vendor of such non-compliance.

27. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

28. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

29. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this _____ day of _____, 2024.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By: _____
Tommy Hamm, Chairman

Attest:

Bill Kinsaul, Clerk of Court

Approved as to form

Office of Bay County Attorney

VENDOR

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2024, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

Exhibits:

- 1. Bid Specifications
- 2. Vendor's Response to ITB 24-33
- 3. Insurance Requirements

EXHIBIT 1 Sulfuric Acid Bid Specifications

The sulfuric acid supplied shall be tested and certified as meeting the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NS Standard 60) Drinking Water Treatment Chemicals - Health Effects. The NSF, UL and/or WQA certification for the products bid must be current on the date of bid submittal. It is the responsibility of the vendor to inform Bay County (within 24 hrs, from the time of verbal or written notification) that NSF; UL and/or WQA certification has been revoked or lapsed. Loss of NSF, UL and/or WQA certification shall constitute sufficient grounds for immediate termination of the sulfuric acid contract.

1. Quality

- The sulfuric acid shall conform to the Food Chemicals Codex, Third Edition or more current revision; except as modified or supplemented herein.
- The sulfuric acid delivered under the agreement shall be 92.8 -96.8 percent by weight sulfuric acid (H₂SO₄).
- The sulfuric acid shall contain no more than the following concentrations:

SPECIFICATIONS

Antimony 0.04 ppm (4 x 10⁻⁶%)
Arsenic 3 ppm (0.0003%)
Barium 2 ppm (0.0002%)
Cadmium 0.1 ppm (1 x 10⁻⁵%)
Chloride 50 ppm (0.005%)
Chromium (total) 2 ppm (0.0002%)
Copper 1.3 ppm (0.00013%)
Iron 40 ppm (0.004%)
Heavy Metals (as Pb) 20 ppm (0.002%)
Lead 5 ppm (0.0005%)
Manganese 0.2 ppm (2 x 10⁻⁵%)
Mercury 0.3 ppm (3 x 10⁻⁵%)
Nickel 2 ppm (0.0002%)
Nitrate (as N) 10 ppm (0.001%)
Selenium 20 ppm (0.002%)
Zinc 0.1 ppm (1 x 10⁻⁵%)
Reducing Substances: 40 ppm (0.004%)
Radionuclides: None

2. Weight Certificate

Prior to unloading, the Contractor shall submit a weight certificate from a certified weigher to the operator receiving and accepting delivery.

3. Certificate of Analysis

A certificate of analysis from a certified laboratory shall be submitted for each sulfuric acid delivery to Bay County Water Treatment Plant. This certificate shall contain the following:

Percent by weight sulfuric acid (H₂SO₄)
Chloride, mg/l
Heavy metals (as Pb), mg/l
Iron, mg/l
Manganese, mg/l

No deliveries will be accepted by Bay County unless accompanied by said certificate of analysis for the specific batch or lot of chemical delivered. No deliveries will be accepted by Bay County without a reasonable opportunity to review said certificate of analysis. Charges for the certificate of analysis from a certified laboratory shall be included in the bid price. Failure to supply the required certified laboratory report shall be sufficient cause to reject the load. A certificate of analysis that does not meet this specification shall be cause to reject the load.

4. Quantity

The estimated requirements for the chemicals listed on the Quotation Schedules will vary with the actual demands of the County. The estimated requirements are provided for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be furnished. Neither an underrun, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall not entitle the Contractor to an adjustment in the unit price nor to any other compensation. An estimated usage has been determined to be between 9-12 loads per year. At 46,000lbs per load, the estimated annual usage is between 207 Tons to 276 Tons.

5. Acceptance/Rejection by Bay County

Persistent clogging or quality problems may void this purchase agreement. Bay County reserves the right to subject samples of the chemical collected during delivery (before the chemical enters the storage tank) or the supplier-supplied samples (Section of the individual chemical) to analysis to ensure the chemical delivered meets Bay County's specifications. If, in the opinion of the County, there is a necessity to remove the chemical, it shall be the Contractor's responsibility to remove all contaminated chemical within 24 hours of being notified. The Contractor shall remove and replace any and all chemical contaminated by a delivered load that fails to meet specifications without additional cost to Bay County, or the chemical shall be removed by Bay County and the cost for removal and disposal shall be billed to Contractor. Contractor will provide all replacement chemical at no cost to Bay County. Cost to clean the chemical storage tank and disposal of the material will be the responsibility of the contractor. No charges will be made for delivered material that is rejected. Any lot as tested by Bay County, which fails to comply with Bay County's specifications, shall constitute grounds for rejection of that lot. Multiple rejections will constitute grounds for termination of the contract.

6. Delivery

The Contractor shall make deliveries of sulfuric acid upon request in **single-unit cargo trailers to the Water Treatment Plant located at 3400 Transmitter Rd. In Panama City FL. 32440**

The Contractor shall make deliveries of sulfuric acid between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday. If the Contractor, for any reason, cannot make the delivery during the above stated hours, the Contractor shall notify Bay County Water Treatment Plant and an alternate time may be arranged at the discretion of Bay County.

7. Condition of Cargo Trailers

All cargo trailers and appurtenant valves used for the delivery of the chemical under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemical shall be clean and free from contaminating material, including, but not limited to, defoaming agents.

8. Safety Requirements & Training

The truck driver shall have received appropriate training and shall wear the appropriate personal protective equipment as required by the Occupational Safety and Health Act when unloading chemicals.

The Contractor shall furnish a minimum of four (4) copies to Bay County of the " Safety Data Sheet" for the product prior to the initial delivery. An equal number of copies are required to be transmitted to Bay County as soon as they are available if any changes, additions or deletions occur. The truck driver must check in with the operator at the site, receive site orientation from the plant operator, and acknowledge having received such orientation before beginning the unloading operation.

9. Specifications

If off-loading equipment is not properly cleaned, this will constitute a reason for rejection of the load. Bay County has a "zero leakage" policy for chemical transfer operations. The Contractor shall provide equipment and training of truck drivers to minimize the chance of spillage during connection and disconnection of hoses, and during the transfer of chemical.

In the event of leakage or spillage, it shall be the Contractor's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with applicable laws and regulations and subject to Bay County's satisfaction. All material associated with such clean-up operations, such as spent absorbent, shall be removed by the Contractor.

The Contractor shall be notified promptly of any spillage which, in the opinion of the District, is inadequately cleaned up by the Contractor's personnel. Any spillage inadequately cleaned up within four (4) hours of notification or, at the discretion of Bay

County, any spillage that requires immediate clean up exceeding the abilities/equipment of the driver will be cleaned up by Bay County. The Contractor shall be responsible for reimbursing Bay County for the costs incurred, including fines or penalties which may be imposed by regulating authorities. Bay County's chemical delivery sites do not have facilities for washing down Contractor's equipment. Hoses, valves, and other equipment used by the truck driver in delivering the chemical shall not be washed at Bay County's facilities.

10. Placement of Orders

Bay County shall notify the Contractor a minimum of four (4) days in advance of the requirement for each delivery. The Contractor shall then arrange for delivery during acceptable hours, as stated in Section 7. The operator placing the order will indicate where to deliver the product at the time the delivery is placed.

EXHIBIT 2
VENDOR'S RESPONSE TO ITB 24-33

(to be inserted upon award)

**EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Vendor. All subcontractors are subject to the same coverages and limits as the Vendor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Vendor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Vendor'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 Vendor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Vendor shall also purchase any other coverages required by law for the benefit of employees. The Vendor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive 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 amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement contract or lease, and broad form property damage, 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.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Vendor 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.

j. **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.

k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

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.

l. **CERTIFICATES OF INSURANCE**

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Vendor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Vendor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Vendor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

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 Vendor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of _____ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than

the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Vendor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Vendor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Vendor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Vendor shall provide for the County an owners protective liability insurance policy (preferably through the Vendor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Vendor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Vendor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Vendor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

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 Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Vendor's Equipment Coverage

Vendor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Vendor. All risks coverage is preferred. The contract may declare self-insurance for vendor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Vendor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Vendor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Vendor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Vendor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Vendor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Vendor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Vendor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage \$1,000,000.00

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.