



BOARD OF COUNTY
COMMISSIONERS

WWW.BAYCOUNTYFL.GOV

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

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DISTRICT IV

CLAIR PEASE
DISTRICT V

ROBERT J. MAJKA
COUNTY MANAGER

PURCHASING DEPARTMENT

840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276

April 25, 2024

Prospective Respondents

RE: Addendum #2 24-35 Concessionaire Services at H. G. Harder's Recreational Complex Re-advertisement.

Please accept this as Addendum No. 2 for the above referenced solicitation.

The following questions have been received. The County's answers follow in **bold**.

1. What were the numbers in 2017 and 2018 prior to Hurricane Michael? **Gross revenue numbers are not available. Previous contract was a fixed annual fee.**
2. Is there an off season? **See Addendum 1**
3. Can I get a copy of the previous contract? **Previous contract is attached.**
4. Can you provide an idea as to how many visitors visit the facility annually? **Bay County does not track park visitor count.**
5. Can I set up a time to view the current kitchen and equipment? **Yes, contact the purchasing department at (850) 248-8730 to schedule a site visit. Questions will need to be submitted in writing, questions will not be answered at any site visit.**

All respondents shall acknowledge receipt of this addendum by signing and submitting, with their bid, the addendum acknowledgement form included in the Bid package.

Regards,

Scott Nabers
Contract Administrator

CONTRACT 16-19
CONCESSIONS AT H.G. HARDER'S RECREATIONAL COMPLEX

This Contract, dated June 15, 2016 is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Morris Enterprises, located at 7809 Highway 2301, Panama City, Florida 32404("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide concession services at H.G. Harder's Recreational Complex (Harder's Park).

Harder's Park contains a five-sided building that houses a large concession stand for softball and other sporting events, one small concession building that serves soccer fields #8, #9, #10, one small concession building that serves soccer fields #11,#12, #13, #14, and one small concession building that serves baseball fields #6 and #7.

The Contractor will perform concession services as stated in the attached Scope of Services **Exhibit 1**. The Contractor hereby agrees to provide the services to the County according to Request for Proposals (RFP) 16-19 Concessions at H.G. Harder's Recreational Complex Re-Advertisement said documents being incorporated into this agreement as if fully set out herein, and the Contractors 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 July 1, 2016 and continue in effect through June 30, 2017. Upon mutual agreement between the County and Contractor, the contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

3. Contract Price

The Concessionaire agrees to pay to the County, an annual rental fee of \$2,400.00 for the concession rights at the Facility. The rental fee shall be due to the County from the Concessionaire on a monthly basis, payable in twelve (12) equal installments each year. The first installment shall be due to the County within thirty (30) days from the execution of this Agreement. The amount of the rental fee must be paid to the County no later than the tenth day of the month, and the Concessionaire further agrees to pay an additional amount to the County that is equal to any amounts paid by the County pursuant to Florida Law to the State of Florida Department of Revenue as sales tax on the rental fee for the use of the concession stand by the Concessionaire.

4. Independent Contractor

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

5. Contractor's Personnel

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

6. Cooperation

Contractor will cooperate with the Parks and Recreation 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.

Contractor 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 RFP.

8. County Representative

The Parks and Recreation Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor'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.

9. Laws, Rules and Regulations

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

b. Illegal Alien Labor: Contractor 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. Contractor 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 Contractor that the subcontractor is in compliance with such laws. Contractor 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. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provision of this section shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

10. Insurance

During the term of this Contract, Contractor 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.

11. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, and its 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 costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or 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 Contractor's performance of the contract 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 any other person.

b. 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 Contract and any statutes of limitations thereafter.

c. 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.

12. Duty to Pay Defense Costs and Expenses

a. The Contractor 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 Contractor's performance of the Contract and in which the County has prevailed.

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

c. 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.

13. 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 Parks and Recreation
Attn: Derick Thomas
8110 John Pitts Road
Panama City, FL 32404
(850) 784-4065
dthomas@baycountyfl.gov

For the Contractor:
Morris Enterprises
Attn: Joyce Morris
7809 Highway 2301
Panama City, FL 32404
(850) 527-0479
Joycemorris244@gmail.com

The Contractor 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 Contractor's notification of address change is sufficient if sent by email or facsimile.

14. Assignment

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

15. 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.

16. Termination of Contract

The County may terminate this Contract at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor.

17. 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.

18. 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 THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: Robert J. Majka, Jr.
Robert J. Majka, Jr., County Manager

Approved as to form

[Signature]
Office of Bay County Attorney

MORRIS ENTERPRISES

By: Joyce Morris
(Authorized Representative)

Its: owner/operator

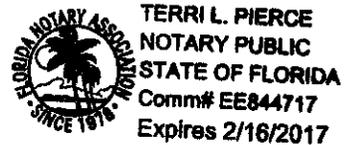
State of FLORIDA
County of BAY

This Contract was acknowledged and subscribed before me the undersigned notary this 16TH day of JUNE, 2016, by JOYCE MORRIS, as OWNER/OPERATOR of MORRIS ENTERPRISES and with proper authority, and who is personally known by me or produced identification of N/A.

[Signature]
Notary Public

EXHIBITS:

- 1. Scope of Services
- 2. Contractor's Response to ITB 16-19
- 3. Insurance Requirements



**EXHIBIT 1
SCOPE OF SERVICES
BAY COUNTY PARKS & RECREATION
CONCESSIONS AT H.G. HARDER'S RECREATIONAL COMPLEX**

GENERAL SCOPE

The Bay County Board of County Commissioners (County) seeks proposals to provide concession services at H.G. Harder's Recreational Complex (Harder's Park).

Harder's Park contains a five-sided building that houses a large concession stand for softball and other sporting events, one small concession building that serves soccer fields #8, #9, #10, one small concession building that serves soccer fields #11, #12, #13, #14, and one small concession building that serves baseball fields #6 and #7.

SERVICES

Concessionaire Responsibilities:

The concessionaire shall operate, maintain and otherwise conduct the service business of providing a concession stand within the Facility at Harder's Park. The Concessionaire agrees to have the Facility open for business any time an event is underway from 8:00 a.m. until 10:30 p.m. provided the Concessionaire is given fifteen (15) days' notice of said event. The Concessionaire shall have rights to sell those items normally sold in concession stands and other items, including but not limited to hot dogs, popcorn, soft drinks and candy. Specifically excluded is the right to sell alcoholic beverages.

The Concessionaire shall be responsible for obtaining all permits necessary to sell food and beverages. The Concessionaire agrees to pay to the County, an annual rental fee for the concession rights at the Facility. The rental fee shall be due to the County from the Concessionaire on a monthly basis, payable in twelve (12) equal installments during the term of this Agreement. The first installment shall be due to the County within thirty (30) days from the execution of this Agreement. The amount of the rental fee must be paid to the County no later than the tenth day of the month, and the Concessionaire further agrees to pay an additional amount to the County that is equal to any amounts paid by the County pursuant to Florida Law to the State of Florida Department of Revenue as sales tax on the rental fee for the use of the concession stand by the Concessionaire.

The Concessionaire agrees to purchase and maintain at its own expense all approved appliances, equipment and fixtures needed for warming or cooking or preparing any item sold in the concession stand including but not limited to hot dog warmers, microwave ovens, popcorn poppers and soft drink dispensers. Such appliances, equipment and fixtures are deemed approved if a list describing the make, model, brand, and purchase price of same is submitted to the County and the County has signed the list indicating that such appliances, equipment and fixtures are necessary and that the quality and prices are reasonable. The County agrees to

maintain at its own expense the ice machine at the Softball Complex owned by the County and such machine shall be returned in equal condition, normal wear and tear excepted, at the termination of this agreement.

The Concessionaire agrees to provide custodial services as necessary to maintain a clean public Facility and shall provide for the daily removal of litter in the Facility during scheduled play. However, the Concessionaire shall not be responsible for cleaning sporting fields outside of the Facility. Concessionaire shall provide adequate storage for all concession items and equipment. The Concessionaire shall conduct minor repairs such as touch up painting and replacing of light bulbs in the Facility. Repairs, alterations and maintenance will be the responsibility of the Concessionaire if the cost does not exceed \$250.00.

The Concessionaire may install trade fixtures upon approval of Bay County Parks and Recreation as to type and manner of installation, but upon termination of this Agreement, any damage to any portion of the County property caused by the removal of the trade fixtures shall be the responsibility of the Concessionaire. The Concessionaire agrees to maintain at its own expense the sink, cabinets, equipment, and other fixtures owned by the County, which shall be returned in equal condition, normal wear and tear excepted, at the termination of this agreement.

County Responsibilities:

The County shall be responsible for the scheduling of all events within the Complex and shall retain the right to enter into agreements with other entities (the "Sports Entities") for the use of the softball, soccer, baseball or other sporting fields, and the County does hereby reserve the right to include in such agreements that the Entities may operate and furnish a concession stand located within the Complex, but not within the Facility.

The County's representative shall furnish trash receptacles, cleaning supplies, toilet tissue and replace light bulbs in the restrooms. The County shall also be responsible for major repairs, including but not limited to hauling the trash from the trash receptacles, landscaping, cutting grass and raking.

The County has the right, at any time during the operation hours of the Facility and without prior notice to the Concessionaire, to:

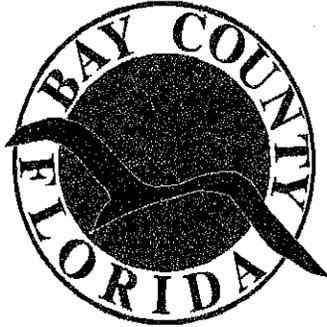
- a. Inspect the concession facilities,
- b. Inspect the records prepared and maintained by the Concessionaire, and
- c. Inspect and audit the business records, reports, tax returns, statements, information and supporting records of the Concessionaire relating to the Facility. Audits may be conducted at the County's expense. However, if an audit is made necessary by the Concessionaire's failure to furnish timely reports, records or other information, the Concessionaire must reimburse the County for all costs of inspection or audit, in addition to bringing amounts due to a current status.

The County shall be responsible for and shall pay the cost of all electricity and/or gas to the Facility. In addition, the County shall furnish water, sewer and garbage collection.

County approval will be needed prior to any changes, alterations or additions to the concession area or structures.

**EXHIBIT 2
CONTRACTOR'S RESPONSE**

Original



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

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

REQUEST FOR PROPOSAL (RFP)

FOR

**CONCESSIONS AT H.G. HARDER'S
RECREATIONAL COMPLEX RE-ADVERTISEMENT**

SUBMITTED BY:

MORRIS Enterprises
7809 Highway 2301
Panama City, FL
32404

RFP No. 16-19

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1. Table of contents (1 page)
2. General Information (2 pages)
3. Approach and Understanding of the Project (1 page)
4. Proposal Form (1 page)
5. Local Preference (1 page)
6. Required Additional Forms (5 pages)

General Information

a.

Morris Enterprises
7809 Highway 2301
Panama City, Florida
32404
850-527-0479
Joycemorris244@gmail.com
FEIN 22-3850323

b.

Morris Enterprises was established in 1999 as a sole proprietorship.

c.

Morris Enterprises has been in the food and concession business for over 17 years. We started with one park and at our peak, had 7 locations with a total of 15 concessions running simultaneously! We started with one employee and at our maximum operation, employed 52 people. We are a successful business with lines of credit with all of our vendors having proven our business to be stable and financially solid.

d.

Morris Enterprises is a sole proprietorship.

e.

not applicable

f.

We will provide all licensing after successful award of the contract.

g.

I have been involved in sports and leisure services my entire life. As a player, coach, league president, parent, grandparent, spectator, you name it! Having operated many, many concessions as a parent volunteer, when the opportunity

arose to start my own business, I jumped at it. I have a unique perspective because I know what the parents, players and officials want, as well as the flip side, what the park expects. We have always had wonderful comments and compliments on our prices, quality and customer service.

Approach and Understanding of the Project

a.

We staff our concessions with mature, clean, trained individuals that are paid through our payroll company, (Payroll Services). They are required to hold a food handlers certificate and must at all times be prepared to provide great customer service at any location.

b.

Morris Enterprises offers “traditional” ballpark fare. Including the following: Hot dogs, hamburgers, nachos, popcorn, candy bars, assorted candy, sodas, water, Gatorade, coffee, hot cocoa, pickles, pretzels, chicken sandwiches, sno cones or cool treats and many other items. Our menus are clearly placed and the prices are affordable for all.

c.

Morris Enterprises owns at this time: grills, warmers, sno cone machines, popcorn machines, coffee makers, urns, fryers, freezers, microwaves, miscellaneous utensils and storage containers.

d.

Our past lengthy contract with Bay County at Harders should also support our level of expertise and commitment.

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PROPOSAL FORM
RFP 16-19

This proposal of MORRIS Enterprises, ("Firm") organized and existing under the laws of the State of Florida doing business as sole proprietorship (Insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, ("County").

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

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

Contractor agrees to pay Bay County Board of County Commissioners an annual fee of

Two thousand four hundred Dollars (\$2400⁰⁰).

The annual fee shall be paid on a monthly basis, payable in twelve (12) equal installments.

Submitted By: MORRIS Enterprises
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Joyce MORRIS
Name of Individual Who Prepared This Bid

Contact Email: joycemorris244@gmail.com

Address: 7809 Highway 2301 Panama City, FL
32404

Phone: 850-527-0479

Contractor's License No. _____

Joyce Morris
Signature of Authorized Representative of Firm/Contractor

6-6-2016
Date

SEAL: (If bid is by Corporation)

LOCAL BUSINESS CERTIFICATION

The undersigned, as a duly authorized representative of the firm listed herein, certifies to the best of his/her knowledge, that the firm meets the definition of a "Local Business". "Local Business" is defined as a business which:

1. Has had a fixed office located in and having a street address within Bay County for at least twelve (12) months immediately prior to the issuance of the request for competitive bids or request for proposals by the county, which office shall operate and perform business on a daily basis; and,
2. Is the principle offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and,
3. If applicable, holds any business license required by Bay County and/or municipality within Bay County.

Business Name: <div style="text-align: center; font-size: 1.2em;">MORRIS Enterprises</div>
Current Local Address: <div style="text-align: center; font-size: 1.2em;">7809 Highway 2301 Panama City, FL 32404</div>
If the above address has been for less than 12 months, please provide prior address: <div style="text-align: center; font-size: 2em; margin-top: 20px;">N A</div>
Length of time at this address:
Principle Office Address (Home Office): <div style="text-align: center; font-size: 1.2em; margin-top: 20px;">7809 Highway 2301 Panama City, FL 32404</div>

Name of Firm: MORRIS Enterprises

Authorized Signature: Joyce Morris

Printed Name: Joyce MORRIS

Title: owner/operator

Date: 6-6-2016

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____

Name of Firm: MORRIS Enterprises
Authorized Signature: Joyce Morris
Printed Name: Joyce MORRIS
Title: owner / operator
Date: 6-6-2016

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 Proposal 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: MORRIS Enterprises
Authorized Signature: Joyce Morris
Printed Name: Joyce MORRIS
Title: owner / operator
Date: 6-6-2016

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 official(s), of if 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:

MORRIS Enterprises

Authorized Signature:

Joyce Morris

Printed Name:

Joyce MORRIS

Title:

owner / operator

Date:

6-6-2016

DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign 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:

Morris Enterprises

Authorized Signature:

Joyce Morris

Printed Name:

Joyce MORRIS

Title:

owner / operator

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), 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. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

Waive all requirements to keep such meetings and negotiations exempt from public meeting laws.

Maintain all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

**EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor 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 Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

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 Contractor 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 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.

b. Except for workers' compensation and professional liability, the Contractor'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 Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. 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.

e. Insurance required of the Contractor or any other insurance of the Contractor 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 Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **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 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 contractors, 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 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.

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 Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

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 Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the 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 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor'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 contractors 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 Contractor, 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 Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

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

- Fidelity/Dishonesty Coverage for Employer (Contractor)**
Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor'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 Contractor's employees resulting in loss to the County.
- Garage Liability Coverage**
Garage Liability insurance is to be purchased to cover the Contractor 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 Contractor. 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.
- Watercraft Liability Coverage**
Because the Contractor'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 separate policy coverage Watercraft Liability or Protection and Indemnity.
- Aircraft Liability Coverage**
Because the Contractor'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 N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.
- Pollution Legal Liability Coverage** N/A
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.

