INVITATION TO BID

PD 26-27.010

MYRTLE GROVE FIRE STATION 11 - PRE-ENGINEERED METAL BUILDING SYSTEM

Escambia County

213 Palafox Place

Pensacola, FL 32502-5822

RELEASE DATE: November 3, 2026

DEADLINE FOR QUESTIONS: November 17, 2026

RESPONSE DEADLINE: December 3, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/escambiacountyfl

Escambia County

INVITATION TO BID

Myrtle Grove Fire Station 11 - Pre-Engineered Metal Building System

1. Introduction.....
2. Scope of Work .....
3. Solicitation Terms and Conditions.....
4. General Terms & Conditions .....
5. Construction Terms .....
6. Standard Insurance Requirements and Certificates .....
7. Insurance for Construction Contracts-General.....
8. Insurance for Construction Contracts-Professional Liability.....
9. Insurance for Construction Contracts-Installation Floater .....
10. Professional Errors and Omissions .....
11. Insurance for Construction Projects-Moving & Rigging Floater.....
12. Evidence/Certificates of Insurance.....
13. Pricing Table .....
14. Vendor Submissions.....

Attachments:

A - MYRTLE_GROVE_FIRE_STATION_11_-_IFB_PROJECT_MANUAL

B - MYRTLE_GROVE_FIRE_STATION_11_-_IFB_DRAWINGS

1. Introduction

1.1. Summary

The Escambia County Board of County Commissioners ("County") invites sealed bids from qualified and properly licensed vendors for furnishing all labor, materials, equipment, engineering, fabrication, delivery, erection, supervision, coordination, and incidental work necessary to provide a complete Pre-Engineered Metal Building (PEMB) System for the new Myrtle Grove Fire Station 11, in accordance with the Contract Documents.

The Work generally consists of providing a complete, engineered PEMB structural system for the new Myrtle Grove Fire Station, including, but not limited to:

- Primary structural framing and portal frames (utilize straight frames, not tapered);
- Secondary framing;
- Roof purlins;
- Standing seam metal roof panel system;
- Wall girts;
- Metal wall panels for brick back-up;
- Fascia panels;
- Soffit panels;
- Ceiling liner panels;
- Anchors and connection bolts;
- Bracing;
- Vinyl backed insulation;
- Miscellaneous structural components associated with the PEMB system;
- Engineering;
- Shop drawings;
- Fabrication;
- Delivery; and
- Erection.

The PEMB shall be fully coordinated with the architectural, structural, mechanical, electrical, plumbing, fire protection, and other requirements indicated in the Contract Documents.

The County intends to award the Work to the lowest responsive and responsible bidder whose bid complies with the requirements of the solicitation and is determined to be in the best interest of Escambia County.

1.2. Background

The Myrtle Grove Fire Station is a new essential public-safety facility being constructed for Escambia County Fire Rescue.

The facility generally includes:

- Fire station administrative and operational areas;
- Apparatus bays;
- Firefighter dormitory and living areas;
- Watch/communications room;
- Kitchen, dining, and day-room areas;
- Restrooms, showers, and support spaces;
- Mechanical and electrical systems;
- Emergency generator;
- Fire sprinkler and fire-alarm systems;
- Site improvements and associated infrastructure; and
- A pre-engineered metal building structural system integrated with the architectural design of the facility.

The PEMB system is intended to provide the primary building structural framework while maintaining the architectural character, dimensions, elevations, clearances, exterior materials, openings, and other requirements established by the Construction Documents.

The successful Contractor shall not modify the architectural design, building footprint, roof configuration, finished elevations, column locations, apparatus-bay clearances, exterior appearance, or other design criteria without prior written approval from the County and Architect of Record.

1.3. Contact Information

Kent Jensen
Purchasing Coordinator
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Email: kmjensen@myescambia.com
Phone: (850) 595-4982

Department:
Purchasing

1.4. Timeline

Release Project Date	November 3, 2026
Pre-Bid Meeting (Non-Mandatory)	November 10, 2026, 10:30am Office of Purchasing Escambia County Board of County Commissioners 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 Microsoft Teams meeting Join: https://teams.microsoft.com/meet/221714029655 2965?p=uhR0nkEBc2KRU1djiC Meeting ID: 221 714 029 655 296 5 Passcode: mt3GX7Ar _____ Need help? | System reference Dial in by phone +1 863-333-5817,,681037132# United States, Lakeland Find a local number Phone conference ID: 681 037 132#
Question Submission Deadline	November 17, 2026, 10:00am

Bid Opening	December 3, 2026, 10:00am Office of Purchasing Escambia County Board of County Commissioners 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 Microsoft Teams meeting Join: https://teams.microsoft.com/meet/2653558154362210?p=dLj5rxUKfCMI2NQ57Y Meeting ID: 265 355 815 436 221 0 Passcode: tS3FD2cy _____ Need help? | System reference Dial in by phone +1 863-333-5817,,223662473# United States, Lakeland Find a local number Phone conference ID: 223 662 473#

2. Scope of Work

2.1. Scope of Work

The Base Bid shall include all labor, materials, engineering, fabrication, delivery, erection, equipment, supervision, temporary work, coordination, and incidental items necessary to provide the complete Pre-Engineered Metal Building (PEMB) system described by the Contract Documents.

The Bidder shall carefully review the entire Construction Document set. No additional compensation will be allowed for work reasonably inferable from the Contract Documents or necessary to provide a complete and code-compliant PEMB system.

The Work shall include, but is not necessarily limited to, the following:

Delegated Engineering by Contractor or Manufacturer's Engineer of Record (EOR)
Provide complete structural engineering and delegated design of the PEMB system by Contractor's or Manufacturer's EOR. Contractor or Manufacturer's EOR must be a Professional Engineer currently licensed in the State of Florida.
Engineering shall include, at minimum:

- Primary rigid frames;
- Columns;
- Rafters;
- Secondary framing;

- Purlins;
- Girts;
- Eave struts;
- Bracing;
- Flange bracing;
- Portal frames where required;
- Rod, cable, or other approved bracing systems;
- Framed openings;
- Roof framing;
- Wall framing associated with the PEMB;
- Connections;
- Base plates;
- Anchor-bolt requirements;
- Equipment support framing where indicated;
- Canopies and miscellaneous PEMB-supported elements where indicated;
- Load paths;
- Structural reactions; and
- Other components necessary to provide a complete structural system.
  Engineering calculations and shop drawings shall be signed and sealed by the Florida-licensed Professional Engineer responsible for the PEMB design.

Design Criteria
The PEMB shall be designed in accordance with the currently adopted Florida Building Code and all applicable referenced standards, codes, and regulations identified in the Contract Documents.
The facility is an essential public-safety facility. The PEMB manufacturer and Contractor shall carefully review the structural design criteria established by the Engineer of Record, including applicable:

- Risk Category;
- Ultimate design wind speed;
- Exposure category;
- Internal pressure coefficient;

- Components and cladding pressures;
- Roof live loads;
- Dead loads;
- Collateral loads;
- Rain loads;
- Seismic criteria;
- Deflection criteria; and
- Other environmental or structural loads.

The PEMB supplier shall not assume design criteria based solely upon its standard building system. The Contract Documents and Engineer of Record's structural criteria shall govern.
Where conflicts exist, the more stringent requirement shall apply unless otherwise directed in writing by the Engineer of Record.

Primary Structural Frames
Provide all rigid frames, columns, rafters, moment-frame components, connections, stiffeners, plates, bolts, and associated components required for the complete structural system.
Column locations shall conform to the Construction Documents.
Interior columns shall not be relocated into apparatus circulation areas, apparatus parking areas, operational spaces, or other locations without prior written approval.
Where indicated by the Construction Documents, columns shall be located outboard or otherwise configured to maintain required clearances within the apparatus bays.

Secondary Framing
Provide all required:

- Purlins;
- Girts;
- Eave struts;
- Bridging;
- Sag rods;
- Flange braces;
- Framed openings;
- Supplemental members;
- Blocking; and
- Secondary structural components.

Secondary framing shall be coordinated with all architectural finishes and building systems.

Building Bracing
Provide a complete lateral bracing system.
Bracing locations shall be coordinated with the architectural plans and shall not interfere with:

- Doors;
- Windows;
- Apparatus-bay doors;
- Mechanical equipment;
- Ductwork;
- Electrical equipment;
- Plumbing systems;
- Fire-protection systems;
- Interior partitions;
- Casework;
- Ceiling systems;
- Access paths; or
- Required operational clearances.

Bracing shall not be relocated into architecturally or operationally sensitive locations without approval of the Architect and Structural Engineer of Record.

Framed Openings
Provide structural framing necessary for all openings indicated in the Construction Documents, including openings associated with:• Apparatus-bay doors;

- Apparatus-bay doors, including (2) jamb tubes and (1) head tube for each of the three four-fold doors, in addition to 8” girt jambs and head per details;
- Personnel doors;
- Windows;
- Louvers;
- Mechanical penetrations;
- Exhaust systems;
- Intake systems;

- Equipment;
- Architectural features; and
- Other building-system penetrations.

Special attention shall be given to framing and clearances required for the apparatus-bay door systems.

Roof System Coordination
The PEMB framing shall accommodate the roof system indicated in the Contract Documents.
The PEMB supplier shall coordinate roof slopes, ridges, eaves, valleys, drainage conditions, gutters, downspouts, penetrations, curbs, equipment supports, insulation assemblies, and architectural roof conditions.
No rooftop mechanical equipment shall be introduced unless specifically shown or authorized by the Contract Documents.

Exterior Wall Coordination
The building incorporates architectural exterior materials independent of or supplemental to the PEMB structural system.
The PEMB supplier shall coordinate structural framing and attachment requirements for exterior assemblies indicated by the Construction Documents, including brick veneer and associated backup/support systems.
Provide supplemental framing, girts, clips, connections, and other components specifically assigned to the PEMB scope by the Contract Documents.
The PEMB manufacturer shall account for applicable loads imposed by exterior wall assemblies upon the PEMB structure.

Apparatus Bays
The PEMB system shall maintain all required clear dimensions within the apparatus bays.
Structural members, bracing, connections, bolts, girts, or other components shall not encroach upon required:

- Apparatus parking clearances;
- Vehicle circulation;
- Door operating envelopes;
- Overhead door equipment;
- Exhaust systems;
- Lighting;
- Sprinkler systems;
- Mechanical systems; or
- Other operational equipment.

Foundation Coordination
Unless expressly included elsewhere in the Bid Documents, cast-in-place concrete foundations are not part of the PEMB manufacturer's fabrication scope.
However, the successful Bidder shall provide the Structural Engineer of Record with all information necessary for final foundation coordination, including:

- Column reactions;
- Vertical reactions;
- Horizontal reactions;
- Moments;
- Shear forces;
- Uplift reactions;
- Base-plate dimensions;
- Anchor-bolt patterns;
- Anchor-bolt forces; and
- Other design information required for foundation design.

Any increase in foundation size, reinforcement, anchor-bolt requirements, or other foundation work resulting from the successful Bidder's proposed PEMB system shall be clearly identified prior to approval of the PEMB shop drawings.
The County shall not be responsible for additional costs resulting from the PEMB supplier's failure to properly coordinate its system with the Contract Documents.

Anchor Bolts
Provide anchor-bolt plans, templates, setting information, tolerances, and associated engineering necessary for installation.
The PEMB Contractor shall verify anchor-bolt placement prior to erection.

Any corrective work resulting from inaccurate PEMB-supplied dimensions, templates, or information shall be the responsibility of the successful Bidder.

Shop Drawings and Submittals
Prior to fabrication, submit complete PEMB shop drawings for review by the Architect and Structural Engineer of Record.
Submittals shall include:

1. Signed and sealed PEMB engineering calculations from Contractor or Manufacturer's engineer of record;
2. Signed and sealed structural shop drawings;
3. Column and rigid-frame layouts;

4. Roof framing plans;
5. Wall framing elevations;
6. Bracing plans and elevations;
7. Connection details;
8. Base-plate details;
9. Anchor-bolt plans;
10. Structural reactions;
11. Framed-opening details;
12. Material specifications;
13. Coating/finish information;
14. Manufacturer's standard details;
15. Erection drawings; and
16. Written identification of deviations from the Construction Documents.

Review of shop drawings shall not relieve the Contractor, PEMB manufacturer, or delegated engineer of responsibility for the engineering, dimensions, coordination, completeness, code compliance, or performance of the PEMB system.

Fabrication
Fabricate structural components in accordance with approved shop drawings and applicable industry standards.
Materials shall be new and free from defects.
Field modification, cutting, welding, drilling, or alteration of primary structural members shall not be permitted without written approval from the PEMB engineer and Structural Engineer of Record.

Delivery and Storage
Coordinate fabrication and delivery with the Project construction schedule.
Protect all materials from damage, corrosion, deformation, staining, and deterioration during transportation and storage.
Damaged materials shall be repaired or replaced as directed by the County or Architect at no additional cost to the County.

Erection
Provide complete erection of the PEMB system by qualified personnel experienced with the proposed manufacturer's building system.
The Contractor shall provide all:

- Labor;
- Cranes;

- Lifts;
- Equipment;
- Temporary bracing;
- Rigging;
- Fasteners;
- Welding;
- Bolting;
- Field connections;
- Safety systems; and
- Supervision

necessary for complete erection.

Temporary bracing shall remain in place until the permanent structural system is complete and stable.

Quality Control
The Contractor and PEMB manufacturer shall maintain quality-control procedures throughout engineering, fabrication, delivery, and erection.
The County reserves the right to inspect fabrication and erection and to reject materials or workmanship not complying with the Contract Documents.

2.2. PEMB Manufacturer Qualifications

The proposed PEMB manufacturer shall:

1. Have a minimum of ten (10) years documented experience manufacturing comparable pre-engineered metal building systems;
2. Regularly manufacture buildings of comparable size, complexity, wind exposure, and occupancy;
3. Maintain an established engineering department or retain qualified structural engineers experienced in PEMB design;
4. Be capable of providing signed and sealed engineering documents by a Florida-licensed Professional Engineer;
5. Demonstrate successful experience with high-wind or hurricane-region construction; and
6. Maintain recognized industry quality-control certification appropriate to the work.

The County reserves the right to request documentation demonstrating compliance with these requirements.

2.3. Contractor Qualifications

The Bidder shall be properly licensed to perform the Work in the State of Florida and Escambia County at the time required by applicable law and the Contract Documents.
The Bidder shall demonstrate experience successfully completing comparable PEMB projects.
Upon request, the Bidder shall provide:

- Contractor license information;
- Minimum of three comparable project references;
- Proposed PEMB manufacturer;
- Proposed erection subcontractor;
- Proposed delegated structural engineer;
- Evidence of insurance;
- Bonding capacity; and
- Other information reasonably requested by the County.

2.4. Project Schedule

The successful Contractor shall coordinate its engineering, shop drawings, fabrication, delivery, and erection activities with the overall construction schedule.
Within [10] calendar days following Notice of Award or as otherwise directed, the Contractor shall provide a detailed PEMB schedule identifying, at minimum:

- Engineering commencement;
- Initial shop-drawing submission;
- Review period;
- Resubmittal period;
- Release for fabrication;
- Fabrication duration;
- Anchor-bolt/template delivery;
- Material delivery;
- Erection commencement; and
- Erection completion.

The Bidder shall identify with its Bid the anticipated number of calendar days required from approved shop drawings to delivery of the structural system.

Anticipated PEMB Lead Time: 90 Calendar Days

2.5. Schedule of Values

Within three (3) business days following notification that the Bidder is the apparent lowest responsive and responsible Bidder, the Bidder shall provide a detailed Schedule of Values if requested by the County.
At minimum, the Schedule of Values shall separately identify:

- PEMB engineering;
- Shop drawings;
- Primary structural steel;
- Secondary structural steel;
- Bracing;
- Connections and fasteners;
- Anchor bolts/templates;
- Coatings and finishes;
- Fabrication;
- Freight/delivery;
- Crane and erection equipment;
- Erection labor;
- Temporary bracing;
- Field welding/bolting;
- Project management;
- Closeout documents; and
- Other significant cost components.

The total Schedule of Values shall equal the submitted Bid Price.

2.6. Coordination Requirement

The successful Bidder is responsible for coordination of the PEMB system with all other portions of the Work.

Discovery after award that the proposed PEMB system conflicts with architectural dimensions, structural requirements, MEP systems, apparatus-bay doors, exterior finishes, foundations, or other Contract requirements shall not, by itself, constitute entitlement to additional compensation.

The Bidder shall identify known exceptions, exclusions, or deviations prior to Bid through the formal RFI process.
Silence shall constitute the Bidder's representation that its proposed PEMB system can be provided in accordance with the Contract Documents for the submitted Bid Price.

2.7. Warranty

Provide the manufacturer's standard structural warranty and all warranties required by the Technical Specifications.
The Contractor shall warrant its labor and installation for not less than one (1) year following Substantial Completion or for the longer period required by the Contract Documents.
Warranty obligations shall include correction of defective materials, fabrication, connections, erection, and workmanship.

2.8. Closeout Documents

Prior to Final Completion, provide:

- Final signed and sealed PEMB drawings;
- Final structural calculations;
- Record drawings reflecting approved field modifications;
- Manufacturer's warranties;
- Contractor warranties;
- Material certifications;
- Inspection documentation;
- Special-inspection documentation assigned to the PEMB Contractor;
- Engineer letters or certifications required by the Building Official;
- Operation and maintenance information where applicable; and
- Other closeout documentation required by the Contract Documents.

3. Solicitation Terms and Conditions

Normal ITB

3.1. Solicitation Terms and Conditions

Submission of a bid in accordance with these Terms and Conditions and the General Terms and Conditions provided in Section IV below constitutes a binding offer from the bidder. The Terms and Conditions incorporated herein will become a part of the written agreement between the parties.

Pre-Bid Inquiries

All inquiries concerning the solicitation, including, but not limited to, the scope of work, specifications, additional requirements, attachments, general or supplemental terms and conditions, must be submitted to the Office of Purchasing through the e-procurement portal hosted by OpenGov.

All questions or inquiries must be received no later than the last day for questions stated on the cover page of the solicitation. Any modification to the bid documents will be in the form of a written addendum issued by the County not less than five (5) days prior to the date and time of bid closing. Addenda will be provided to each bidder via email and posted to the Escambia County website at Escambia County Solicitations (https://procurement.opengov.com/portal/escambiacountyfl). Such written addenda or modification shall be part of the solicitation documents and shall be binding upon each bidder. Each bidder is required to submit with the bid a written acknowledgment to confirm receipt of any and all addenda. No bidder may rely upon any verbal modification to or interpretation of the solicitation documents, and no interpretation shall be considered binding unless provided in writing by the Office of Purchasing as provided in this provision.

Examination of Documents and Site

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

Preparation of Bid

A bid form is included in these specifications. The bidder shall submit bids in accordance with the bid documents. The individual who signs the bid form must be listed as an authorized representative with the records on file with the Florida Division of Corporations website (Sunbiz) with the principal address provided below the signature, or by Board letter authorizing a signatory.

All blanks in the bid documents shall be completed by printing in ink or by computer with the amounts extended, totaled and the bid signed. No changes shall be made to the phraseology of the form or in the items mentioned therein. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of the solicitation may be rejected.

The bid shall include evidence of bidder's authority and qualification to do business in the State of Florida. As applicable, a state contractor license # for the State of Florida shall also be included on the bid form. Bidder shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The bid shall be based upon the completion of the Scope of Work according to the drawings and specifications, together with all addenda thereto. Bids must include lump sum pricing. All proposed fees and costs must be broken down and disclosed in the bid.

Integrity of Documents

Bidders shall use the original bid documents provided by the Office of Purchasing and enter information only in the spaces where a response is requested. Bidders may use an attachment to the bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Any such modification or alteration that a bidder wishes to propose must be clearly stated in the form of an addendum to the original bid documents.

Submittal of Bid

A bid shall be submitted no later than the date and time prescribed in the Invitation to Bid and shall be accompanied by the bid security and other required documents. Applicable bond documents may be uploaded, but any physical checks presented must be delivered to the Office of Purchasing prior to the Bid Opening. It is the bidder's responsibility to ensure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each bidder's submittal shall include all the items listed in the Vendor Submissions section.

The Purchasing Department reserves the right to extend the solicitation due date within **ten** (**10**) minutes of the bid opening when the required number of bids has not been received. Any extension will be determined by the Purchasing Department and communicated prior to the scheduled bid opening to prospective respondents through OpenGov.

Withdrawal of Bids

A bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled time for Bid Opening. Requests to alter or withdraw a bid must be submitted in writing to the Purchasing Director. Bids may not be altered or unilaterally withdrawn by the contractor after the scheduled time for bid opening. All bids not so withdrawn shall constitute an irrevocable offer and will remain subject to acceptance or rejection by the County for a period of 90 calendar days.

Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance or rejection by Escambia County for ninety (90) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

Conditional or Incomplete Bids

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

Addition/Deletion of Item(s)

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

Changes to Specifications

Specifications are based on the most current literature available. The Office of Purchasing must be notified in writing of any proposed changes to the manufacturer's specifications, including, but not limited to, materials used, manufacturing process, or construction, that conflict with the specifications

provided in the solicitation. Proposed changes must be explained in detail along with a copy of the relevant manufacturer's specifications. Proposed changes to the specifications provided in the solicitation shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Purchasing Director. Should the bidder fail to comply with this provision, the bidder will be liable for any costs incurred by the County to comply with the specifications provided in the solicitation.

Disqualification of Bidders

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

- Submission of more than one bid for the same work from an individual, firm, or corporation under the same or different name. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant has been reinstated as a qualified bidder.
- Incomplete work which in the judgment of the County might hinder or prevent the bidder's prompt completion of additional work if awarded.
- Failure to pay or satisfactorily settle all bills due for labor and material on contracts in effect at the time of issuing the invitation to bid or default under previous contract.
- Listing of the bidder by any Local, State or Federal Government/Agency on its debarred/suspended vendor list.

Investigation of Bidder

The County may make such investigations, as it deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest. The bidder shall furnish to the County any additional information and financial data for this purpose as the County may request.

Evaluation of Bids and Award of Contract

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

Escambia County reserves the right to reject any or all bids, including without limitation nonconforming, nonresponsive, unbalanced, or conditional bids. The County further reserves the right to reject the bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

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

Award

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

Form of Agreement

The contract shall be provided by the Office of Purchasing. The successful bidder shall, within 5 days after receipt of the Intent to Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. Failure to execute the contract within such period shall constitute a default, and the county may award the contract to the next responsive and responsible bidder or re-solicit and charge against the bidder the difference between the amount of the offer and the amount for which a contract is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid surety. The awarded contractor shall also deliver the policies of insurance or insurance certificate(s) as required. All insurance documents shall be approved by the Risk Manager before the successful bidder may proceed with the work.

Indemnification

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers, and employees from any and all claims, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees, and paralegals' fee, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by anyone for whom Offeror is legally liable, of any materials, tools, machinery or other property of County. County and Offeror agree the first $100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement. The Offeror's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

The Offeror agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

4. General Terms & Conditions

Any and all Supplemental Terms and Conditions and specifications referenced within the solicitation that vary from these General Terms and Conditions shall have precedence. Submission of an offer in accordance with these General Terms and Conditions and Supplemental Terms and Conditions constitutes a binding offer from the offeror. The terms and conditions incorporated herein will become a part of the written agreement between the parties.

Prospective offerors may utilize the Office of Purchasing Home Page to obtain Vendor Information and Solicitation Information, including Bid/Proposal Tabulations, Recommended Award(s), etc. In order to participate in a solicitation, offerors must establish an account via the e-procurement portal of the County's vendor management software hosted by OpenGov. Once the vendor registration is completed, the offeror will receive all notifications relating to the relevant solicitation via e-mail to the address registered with the account.

1. **Sealed Solicitations:** All solicitation forms shall be executed and submitted in the e-procurement portal of the County's vendor management software. The file name shall contain the solicitation number and title and the contractor/vendor's name. All solicitations are subject to the terms and conditions specified herein. Solicitation offers which do not comply with these terms and conditions are subject to rejection.

2. **Execution of Solicitation:** Solicitation forms shall be manually or electronically signed by an authorized representative in the space provided. Persons signing on behalf of a corporate entity must be identified as President or Vice President with the records on file with the Florida Division of Corporations or otherwise authorized by corporate resolution of the Board of Directors. Persons signing on behalf of a limited liability company must be identified as a managing member or other authorized representative with the records on file with the Florida Division of Corporations.

3. **No Offer:** If not submitting an offer, respond by selecting the "NO BID" option in the e-procurement portal of the County's vendor management software, specify the reason in the drop-down menu, and confirm the "NO BID" before the expiration of the Submission Deadline.

4. **Conduct of Participants**: The following policy will apply to all solicitations:

   The Cone of Silence shall prohibit any communication regarding a solicitation between prospective respondents, including bidders, proposers, contractors, lobbyists, consultants, or their representatives; and any County Commissioner, County employee, evaluation committee member, or any other individual involved in or able to influence the procurement process, except as expressly permitted herein.

   This policy applies to all competitive procurement methods, including, but not limited to, Invitations to Bid (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), and Invitations to Negotiate (ITN).

   The Cone of Silence shall be in effect from the time of public advertisement of a solicitation until occurrence of either of the following:

   1. Final action by the Board of County Commissioners; or
   2. Cancellation of the solicitation.

During the Cone of Silence period, the following are strictly prohibited:

- Any oral, written, electronic, or other communication regarding the solicitation outside of the authorized process;
- Contact through third parties, intermediaries, or representatives intended to influence the procurement; or
- Attempts to obtain non-public information or provide information not made available to all respondents.

The following communications are permitted:

- Written inquiries submitted through the designated procurement platform (e.g., OpenGov) to the assigned Purchasing Representative. All official responses to vendor inquiries shall be issued through formal addenda;
- Communications during any duly noticed pre-bid or pre-solicitation meeting; or
- Communications made during any related publicly noticed Board meeting.

Sanctions. Violation of the Cone of Silence may result in one or more of the following sanctions:

- Disqualification of the respondent;
- Rejection of a bid or proposal;
- Termination of negotiations;
- Suspension or debarment, as provided in the Escambia County Code of Ordinances; or
- Contract termination, if discovered post-award.

The County reserves the right to investigate any alleged violation and to require disclosure of all communications related to the procurement. Failure to cooperate with such an investigation may result in disqualification or contract termination.

Ignorance of this policy shall not be considered a valid defense.

5. **Additional Terms and Conditions:** No additional terms and conditions included with the offer will be considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. It is understood and agreed that the General and Supplemental Terms and Conditions in this solicitation are the only terms and conditions applicable to this solicitation, and the contractor's authorized signature affixed to the offer attests to this.

6. **Mistakes:** Contractors are expected to examine the specifications, delivery schedule, solicitation prices, extensions, and all instructions pertaining to supplies and services described in the solicitation. Failure to do so will be at contractor's risk. In the event of an error in the extension of the unit price, the unit price will govern.

7. **Prices:** All offers shall include firm unit prices that include all packing, handling, shipping charges, and delivery to any point within Escambia County, Florida.

8. **Discounts:** Discounts for prompt payments shall not be considered when determining the lowest net cost for solicitation evaluation purposes except in cases of tie solicitations.

9. **Product Literature:** Offeror shall provide a copy of any relevant product literature and price list(s) with the offer.

10. **Abnormal Quantities:** Should any unusual or abnormal quantity requirements arise, the County reserves the right to solicit separate offers as a multiple award.

11. **Additional Quantities:** For a period not exceeding one hundred eighty (180) days from the date of the offer, the County reserves the right to purchase additional quantities at the prices offered in this solicitation. If additional quantities are not acceptable, the contractor must specify "OFFER IS FOR SPECIFIED QUANTITY ONLY".

12. **Approved Equivalents:** Any manufacturer's name, trade name, brand name, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The contractor may offer any brand for which it is an authorized representative that meets or exceeds the specifications for any item(s). Customary measurements appearing in these specifications are not intended to preclude offers for commodities with metric measurements. If an offer includes equivalent products, indicate the manufacturer's name and number. The contractor shall submit with its offer applicable cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous solicitation will not satisfy this provision. Escambia County reserves the right to determine acceptance of item(s) as an approved equivalent. Offers that do not comply with these requirements are subject to rejection.

13. **Nonconformance to Specifications:** Items may be tested for compliance with the contract specifications by a testing laboratory acceptable to the County. The County may require the contractor to reimburse all costs incurred by the County in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs should the items fail testing. The data derived from any tests for compliance with the contract specifications are public records and open to examination in accordance with Chapter 119, Florida Statutes. Items delivered that do not conform to the contract specifications may be rejected and returned at contractor's expense. These items and items not timely delivered by the delivery date specified in the solicitation and/or purchase order may result in the contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in contractor's name being removed from the Office of Purchasing registered vendor list, and the County not doing business with the contractor until such time as the County has been reimbursed for all re-procurement costs.

14. **Service and Warranty:** Unless otherwise specified, the offeror shall define any warranty service and replacements that will be provided at no cost to the County during and subsequent to the contract term.

15. **Condition and Packaging:** All items shall be a new, current standard production model available at the time of the solicitation. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

16. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements, standards, and regulations of the Occupational Safety and Health Act (OSHA).

17. **Delivery:** Delivery shall be Monday through Friday during regular business hours, excluding County designated holidays, unless otherwise specified. Unless a date is specified, contractor must provide the number of days required to make delivery after receipt of purchase order. The County may utilize delivery time as a factor for recommending the award.

18. **Inspection, Acceptance and Title:** Inspection and acceptance will be at "the place of destination" unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County, unless loss or damage results from negligence by the County. The contractor shall be responsible for filing, processing, and collecting all damage claims.

19. **Samples:** Samples of items shall be furnished at no expense to the County. If not destroyed and upon written request, samples will be returned at the contractor's expense. Each sample shall be labeled with the contractor's name, manufacturer's brand name, and serial number (as appropriate), solicitation number, and item reference. Requests to return samples must be received within 10 days after the solicitation opening date and must be accompanied by instructions with the applicable shipping authorization number and name of carrier. If instructions are not received, sample items become the sole property of the County and may be disposed of at the County's discretion.

20. **Protests:** Any actual bidder/proposer who is aggrieved in connection with a pending award may submit a protest in writing to the Purchasing Director within two business days after the posting of the award recommendation as provided in Sec. 46-100, Escambia County Code of Ordinances.

21. **Solicitation Expenses:** The County accepts no responsibility for any expenses incurred by the offeror in the solicitation preparation and submittal as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the offeror.

22. **Taxes:** Escambia County does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption

does not apply to the purchases of tangible personal property by contractors who use the tangible personal property in the performance of contracts for the improvement of County owned real property.

23. **Invoicing and Payment:** Payments shall be made in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

24. **Improper Invoice; Resolution of Disputes:** Improper invoices for construction services and non-construction services will be processed in accordance with Sections 218.735(2)-(5) and 218.736(1), Florida Statutes, respectively. In the event a dispute occurs between a contractor and the County concerning payment of an original invoice, such dispute shall be finally determined by the County pursuant to the County's Dispute Resolution Procedure established in accordance with Section 218.76(2), Florida Statutes.

25. **Conflict of Interest:** The offeror represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The offeror further represents that no person having any such interest shall be employed by it during the agreement term and any extensions. The offeror shall promptly notify the Purchasing Director, in writing, of any potential conflict of interest which may influence or appear to influence the contractor's judgment or quality of services.

26. **Contingent Fees:** The offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the offeror to solicit and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the offeror any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement. For the breach or violation of this provision, the County shall have the right to terminate any resulting contract without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

27. **Code of Ethics; Gifts:** The award hereunder is subject to the provisions of Chapter 112, Part III, Florida Statutes, regarding the Code of Ethics for Public Officers and Employees, and the Escambia County Code of Ethics Policy. Contractors are required to promptly disclose to the Purchasing Director any gifts or gratuities offered to or solicited by any County employee or public officer. The right of the contractor to proceed may be terminated by the County if, after notice and hearing, the Purchasing Director determines that the contractor, its agent, or another representative offered or gave a gratuity, including, but not limited to, money, services, travel, entertainment, or gifts to an officer, official, or employee of the County under circumstances where it may be reasonably inferred that the action of the contractor was intended to obtain a contract or favorable treatment under a contract. If the resulting contract is terminated under this clause, the County will be entitled to pursue all available legal remedies, including an action

for breach of contract. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

28. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items prior to delivery, it shall be the responsibility of the contractor to provide written notice to the Office of Purchasing identifying the applicable restrictions or regulation(s) that necessitate the alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

29. **Legal Requirements:** This solicitation shall be conducted in accordance with the provisions of the Escambia County Purchasing Ordinance, and all applicable laws and regulations of the State of Florida and the Escambia County Code of Ordinances shall apply to any resulting contract. Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations shall govern development, submittal, and evaluation of all offers received in response hereto and shall govern any and all claims and disputes which may arise regarding this solicitation or any resulting contract; and lack of knowledge by any offeror shall not constitute a cognizable defense against the legal effect thereof.

30. **Compliance with Laws:** The contractor agrees to comply with all applicable federal, state and local laws, rules, policies, or guidelines related to this offer and the performance of any resulting contract, including, but not limited to, the requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), the Equal Employment Opportunity (EEO) Act, and the Illegal Immigration Reform and Immigrant Responsibility Act, as amended, (8 U.S.C.A. §1324a).

31. **Patents and Royalties:** In addition to any other indemnification obligation, the contractor shall hold harmless, indemnify and defend the County and its officers, agents, and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the offeror. The contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement and will afford the contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its option and expense, procure the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent

jurisdiction.) If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that the offered prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

32. **Public Records:** Any documents submitted in response to this solicitation may be subject to disclosure pursuant to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes. contractor waives any claim of confidentiality upon submission of its offer. Records that are exempt or exempt and confidential will not be disclosed to any third-party except as authorized by law. Pursuant to Section 119.071 (1)(b)-2., Florida Statutes, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

33. **Equal Employment Opportunity:** In the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap.

34. **Contractor Personnel:** The County shall, throughout the term of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the County reasonably rejects staff or subcontractors, the contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day- to-day supervision and control of the contractor's employees and subcontractors is the sole responsibility of the contractor. Contractors who are suspended or debarred are prohibited from subcontracting.

35. **Public Entity Crimes:** Pursuant to Section 287.133(2), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Sworn Statement on Public Entity Crimes must be completed and submitted with the offer. Information as provided may be verified through the State of Florida.

36. **Scrutinized Companies**: Pursuant to Section 287.135, Florida Statutes, a company is ineligible to bid or submit a proposal for, or enter into or renew a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engage in a boycott of Israel or bid on submit a proposal for, or enter into

or renew a contract for goods or services of one million dollars or more if on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 or is engaged in business operations in Cuba or Syria. The Scrutinized Companies Certification must be completed and submitted with the offer. If contractor is found to have submitted a false certification or subsequently fails to maintain compliance, the contract may be terminated for cause.

37. **Prohibition Against Considering Social, Political, Ideological Interests**: Pursuant to Section 287.05701, Florida Statutes, the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the County may not give preference to any vendor based on the social, political, or ideological interests of the vendor.

38. **Prohibition Against Use of Coercion for Labor and Services**: In accordance with §787.06(13), Florida Statutes, Contractor shall sign and submit with its offer a Certification Regarding the Use of Coercion for Labor and Services attesting that Contractor does not use *coercion* for labor or services as the term is defined in §787.06(2), Florida Statutes.

39. **Suspended and Debarred Vendors:** Offers shall be received from only those contractors who are presently in good standing on the County's vendor list. By submitting an offer, the contractor certifies that it is not currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government; and that it is not an agent of a person or entity that is currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government.

40. **Drug-Free Workplace:** Pursuant to Section 287.087, Florida Statutes, whenever two or more offers that are equal with respect to price, quality, and service are received by the County for the purchase of commodities or contractual services, an offer received from a business that certifies it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

41. **License and Certifications:** Before submitting an offer, the offeror shall have met the applicable licensing, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and must provide copies of documentation which evidence such qualifications with the response to this solicitation, and the offeror shall maintain such credentials throughout the term of the contract. Offeror will provide a copy of a current certificate of authority from the Secretary of State authorizing the company to do business in the State of Florida or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority with the response to this solicitation. The County may allow this responsiveness issue to be cured after submission

of the offer within a reasonable period of time and prior to any recommendation for award. Offeror will also provide a copy of the current business tax receipt in accordance with the requirements of Chapter 205, Florida Statutes, and Chapter 90, Article III, Sec. 90-91 through 90-95 relating to Local Business Taxes. Failure to provide such evidence may render the offer non-responsive.

42. **E-Verify**: In accordance with Section 448.095, Florida Statutes, contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by contractor during the contract term and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. If contractor enters into a contract with a subcontractor performing work or providing services on its behalf, contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The resulting contract may be subject to termination if the contractor fails to maintain compliance.

43. **Contract Documents:** This solicitation shall be included and incorporated in the final contract and purchase order. The order of precedence for the contract documents will be the contract, purchase order, solicitation, and contractor's response. Any and all legal action necessary to enforce the contract will be held in Escambia County, and the contract will be interpreted according to the laws of Florida.

44. **Uniform Commercial Code:** Chapter 672, Florida Statutes, the Uniform Commercial Code shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Escambia County for any terms and conditions not specifically stated in this solicitation and the relevant contract documents.

45. **Default:** Failure to perform in accordance with the terms of this solicitation and resulting contract may constitute a material default and grounds for termination with any and all re-procurement costs charged against the awarded contractor. In addition, contractor's name may be removed from the Office of Purchasing registered vendor list; and the County will not do business with the contractor until the contractor may be reinstated to the vendor list in accordance with the County Purchasing Ordinance.

5. Construction Terms

SUPPLEMENTAL PROVISIONS FOR CONSTRUCTION

FORM OF CONTRACT AND BONDS

The contract form as furnished by Escambia County shall be utilized. Performance and Payment Bond forms as approved by Escambia County shall be utilized.

BID SURETY

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of 5% of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

PERFORMANCE AND PAYMENT BONDS

The County Must require the successful Offeror(s) to furnish separate Performance and Payment bonds, under pledge of adequate surety and covering up to 100% of the dollar value of the award / an amount specified (i.e. $5,000.00) on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, the recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida 32502, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

BONDING/FINANCIAL CAPACITY

The County Must require the offeror to:

1. Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the offeror's bonding capacity and bonding rate.
2. Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating, or
3. Other evidence of financial stability.

MATERIALS

Whenever "or approved equal" is indicated, items proposed for use shall be submitted for Engineer's approval. Wherever an item or class of material is specified exclusively by trade name or by name of the maker or by catalog reference, only such items shall be used unless previously approved through

addenda by the Engineer. Should the Contractor desire to substitute another material for one or more specified by name they shall state the credit or extra involved by the use of such material, in their bid. No such materials shall be used unless approved in writing by the Engineer.

PROGRESS CHART

Within ten (10) days after receipt of signed Agreement the Contractor shall file with the Engineer a progress chart showing the order in which the Contractor proposes to accomplish the work, the dates on which he proposes to begin the various parts of the work and the dates he contemplates completing them.

TIME FOR COMPLETION

The work included in this agreement shall be substantially completed within Ninety (90) consecutive calendar days from the date of the written Notice to Proceed. The bidder has an additional Thirty (30) consecutive calendar days from the date of substantial completion for a total number of One Hundred Twenty (120) consecutive calendar days to Final Completion. The number of days allowed does not include an allowance for calendar days missed due to weather. Extension of time will be allowed for delays due to weather if properly documented and reported to the Engineer.

LIQUIDATED DAMAGES

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the times(s) specified in the Agreement, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of One Thousand, Six Hundred Nine Dollars ($1,609.00) for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

PRECONSTRUCTION CONFERENCE

Within ten (10) days after the effective date of the agreement, but before Contractor starts the work at the Project site, a conference will be held for review and acceptance of the schedules referred to in paragraph 4.0, to establish procedures for processing applications for payment, and to establish a working understanding among the parties as to the work.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
    A. The potential for fire, explosion, corrosiveness, and reactivity;
    B. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
    C. The primary route of entry and symptoms of over exposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'
4. The emergency procedure for spills, fire, disposal and first aid.
5. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

SAFETY REGULATIONS

Equipment shall meet all the state and federal safety regulations for grounding of electrical equipment.

CODES AND REGULATIONS

The awarded vendor shall strictly comply with all federal, state, and local building and safety codes.

RECORD KEEPING

The Contractor shall maintain all relevant project records for three years after the Owner has made final payment to the Contractor.

MEASUREMENTS

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job, therefore, the total offer shall be based on accurate measurements by offerors during inspection. Failure to do so will be at offeror's risk. Any request for unit price on the Electronic Pricing Table is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

DRAWINGS

Public Records Exemptions of Building Plans Section 119.071(3)(b), Florida Statutes
www.leg.state.fl.us/statutes (To View Full Text of this Chapter)

Section 119.071(3)(b) provides the following:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s 24 (a), Art. 1 of the State Constitution.
2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed:
    A. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
    B. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
    C. Upon a showing of good cause before a court of competent jurisdiction.
4. The entities or persons receiving such information shall maintain the exempt status of the information.
5. Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

Drawing(s) dated, 10/14/2026 are included in this Solicitation.

DEBRIS

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

PROTECTION OF PROPERTY/SECURITY

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

PERMITS

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed in the Bid Documents to the best of our knowledge.

LICENSES, CERTIFICATIONS, REGISTRATIONS

The offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations, and any other requirements should be provided with the Bid submission; and the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

TRENCH SAFETY ACT (CONSTRUCTION)
Offerors shall comply with the “Florida Trench Safety Act”.

6. Standard Insurance Requirements and Certificates

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

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

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

A. General Insurance Provisions

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

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

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

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

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

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

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

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

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

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

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least $1,000,000.00 each accident/ $1,000,000.00 each employee/ $1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

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

2) General Liability Coverage

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

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease-broad and broad form property damage coverages. **Coverage B** shall include Personal Injury. **Coverage C**, Medical Payments, is required.

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

3) Business Auto Liability Coverage

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

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

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

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

Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

7. Insurance for Construction Contracts-General

1) <u>ALL</u> construction contracts should include the coverages listed in B. above, plus the following:

2) Even if the contracted work is covered by a Performance bond, all Completed Operations coverage in the General Liability policy should remain in effect until the Florida statute of repose expires (the time for filing claims for faulty/incorrect work.) Limits for larger construction contracts should be at least $2,000,000 per occurrence, $4,000,000 annual aggregate.

8. Insurance for Construction Contracts-Professional Liability

Professional Liability (including **Design Build Errors & Omissions**) If the contract involves any Architectural and/or Design work, coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Contractor. Limits of at least $1,000,000 per wrongful act and $2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example $3,000,000 / $6,000,000.

9. Insurance for Construction Contracts-Installation Floater

If the contract involves the installation of property, equipment or materials purchased by the Offeror (in this case Contractor) on behalf of the County to which title will transfer to the County at some point during the period of the Contract, then the Offeror must have in force and provide proof of an **Installation Floater** policy covering the property at the full replacement cost of that property and shall protect the County's interest in said property by naming them as Loss Payee on policy.

10. Professional Errors and Omissions

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

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

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or

an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

11. Insurance for Construction Projects-Moving & Rigging Floater

Contracts involving the lifting by any type of crane or Heli-lift, a **Moving & Rigging Floater** endorsement on the CGL should be evidenced with a copy of the actual endorsement.

12. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions more than $1,000.00.

4. Designate Escambia County as the certificate holder as follows: Escambia County

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

   Email: Purchasing@myescambia.com

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

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

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

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

13. Pricing Table

MYRTLE GROVE FIRE STATION 11 - PRE-ENGINEERED METAL BUILDING SYSTEM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Bid	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	10% Owner's Contingency	1	LS		
TOTAL					

14. Vendor Submissions

All forms downloaded in this section must be uploaded with your submission and dated within the past 30 days.

Active registration with the Florida Division of Corporations (SunBiz) is required at the time of submission.

14.1. Solicitation Requirements*

I certify that I have read through the attached solicitation, and I understand all specifications, terms, conditions, and materials provided therein.

☐ Yes
☐ No

*Response required

14.2. Bid Bond*

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of **5%** of the total bid price, payable toEscambia County, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 90 days from the date of the bid opening.

Bid Surety (bond, cashier's check, etc.): Only a Bid Bond, Cashier's Check, or Certified Check shall be accepted.

- **If a firm elects to submit a bond from an insurer, the Bid Surety from the insurer must be uploaded with the bid response.**
- **If a firm elects to submit a check for the Bid Surety, the check must be delivered to the Office of Purchasing prior to** Thursday, December 3, 2026 **at 10:00 am addressed to:**

Escambia County
Kent Jensen
213 Palafox Place, 2nd Floor
Pensacola,FL32502

Please have the Bidder Name, Contract Title ("Myrtle Grove Fire Station 11 - Pre-Engineered Metal Building System"), and Contract Number ("PD 26-27.010") listed clearly on the outside of the envelope.

Please be sure to SIGN your Bond and have the witness SIGN.

*Response required

14.3. Have you Signed your Bid Bond and had it Witnessed?*

☐ Please confirm

*Response required

14.4. Contract Execution, Payment Bond, Performance Bond, and Certificate(s) of Insurance*

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

☐ Please confirm

*Response required

14.5. Schedule of Values, Unit Pricing*

This information is included in the Electronic Pricing Table in this ITB. Please confirm it is completely filled out and accurate.

☐ Please confirm

*Response required

14.6. Bid Form*

Modification of this form will result in your bid being disqualified.

Please download the below documents, complete, and upload.

The person signing the bid form must be listed as an authorized representative with the records on file with the Florida Division of Corporations (Sunbiz) for FEIN provided.

- PD_26-27.010_Bid_Form.pdf

*Response required

14.7. Does your firm have a minimum of 10 years experience with PEMB, regularly manufacture buildings of comparable size and complexity, and maintain an established engineering department or EOR that is able to provide signed and sealed engineering documents by a Florida licensed Engineer?*

☐ Yes
☐ No

*Response required

14.8. Can your firm demonstrate successful experinece with high-wind or hurricane-region construction and maintain recognized industry quality-control certification(s)?*

☐ Yes
☐ No

*Response required

14.9. Anti Human Trafficking Affidavit - HB7063*

Please download the below documents, complete, and upload.

- Certification.HumanTraffick...

*Response required

14.10. References Form

Please download the below documents, complete, and upload with your Bid Package.

- REFERENCES_FORM.pdf

14.11. Deletion of records form*

Deleted and Destroyed Documents Letter

PD 26-27.010 Myrtle Grove Fire Station 11 - Pre-Engineered Metal Building System

To the Escambia County Office of Purchasing

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

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

☐ Please confirm

*Response required

14.12. General Terms and Conditions - Cone of Silence*

The Proposer/Bidder hereby acknowledges that a **Cone of Silence** is in effect for this solicitation from the date of its advertisement until a contract award recommendation is formally made.
By executing this statement, the Proposer/Bidder affirms and certifies compliance with the following provisions:

1. **Prohibition of Communication:** Neither the Proposer/Bidder, nor any of its employees, agents, representatives, lobbyists, or consultants, shall communicate in any manner (written, oral, electronic, or otherwise) regarding this solicitation with any agency official, evaluation committee member, elected official, or staff member, except as expressly permitted herein.
2. **Authorized Point of Contact:** All communications, questions, or requests for clarification regarding this procurement must be directed exclusively in writing to the designated Purchasing member listed in the solicitation documents.
3. **Exceptions:** This restriction does not apply to communications during official pre-bid conferences, public evaluation committee meetings, or oral presentations explicitly requested by the purchasing agency.
4. **Consequences of Violation:** The Proposer/Bidder understands and agrees that any violation of the Cone of Silence may result in the immediate disqualification of their proposal/bid, forfeiture of bid bonds (if applicable), and potential suspension or debarment from future bidding opportunities.

VENDOR CERTIFICATION

I hereby certify that I am an authorized representative of the company named below, that I have read and understood the Cone of Silence requirements, and that our organization agrees to remain in full compliance throughout the duration of this procurement process

☐ Please confirm

*Response required

14.13. E-Verify Certification

Please download the below documents, complete, and upload with your Bid Package.

- E-Verify.pdf

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

Please download the below documents, complete, and upload with your Bid Package.

- PD_26-27.010_Sworn_Statemen...

*Response required

14.15. Conflict of Interest Form

Please download the below documents, complete, and upload with your Bid Package.

- Conflict_of_Interest.pdf

14.16. Drug-Free Workplace Form

Please download the below documents, complete, and upload with your Bid Package.

- Drug_free_workplace.pdf

14.17. Information Sheet for Transactions and Conveyances Corporate Identification.

Please download the below documents, complete, and upload with your Bid Package.

- Information_Sheet.pdf

14.18. Scrutinized Companies Certification

Please download the below documents, complete, and upload with your Bid Package.

- Scrutinized_Companies.pdf

14.19. Certificate of Authority to do Business from the State of Florida (SunBiz)*

The person signing the bid form must be listed as an authorized representative with the records on file with the Florida Division of Corporations (Sunbiz) for FEIN provided. Upload your proof of certification with your Bid Package.

*Response required

14.20. Occupational License (If applicable per the Scope)

To include Escambia County Building and Inspection Department

14.21. Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s). (if applicable)

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

*Response required

14.23. Proposed List of Sub Contractors*

Please download the below documents, complete, and upload with Bid Submission.

- Subcontractor_list_Form.pdf

*Response required

14.24. Current W-9*

Please upload here and as a part of your submission package

*Response required

14.25. Bid Submission*

Upload your SIGNED Bid Form and all bid documents and Forms as one file. NOTE: The person signing the bid form must be listed as an authorized representative with the records on file with the Florida Division of Corporations (Sunbiz) for FEIN provided.

*Response required