

## INVITATION TO BID

PD 25-26.030

### ESCAMBIA COUNTY DUNE MATRIX ENHANCEMENT- PERDIDO KEY - NATIONAL COASTAL RESILIENCE FUND NFWF

Escambia County  
213 Palafox Place  
Pensacola, FL 32502-5822

RELEASE DATE: December 19, 2025

DEADLINE FOR QUESTIONS: January 13, 2026

RESPONSE DEADLINE: January 19, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

Escambia County  
INVITATION TO BID

Escambia County Dune Matrix Enhancement- Perdido Key - National  
Coastal Resilience Fund NFWF

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Attachments:

- A - Exhibit.FederalContractProvisions (2CFR200)
- B - Escambia Dunes \_ Perdido Key Plans \_ 2025 \_ signed
- C - 2021 Approved Plant List \_ Large
- D - Standard Insurance Requirements and Certificates for Beach Work
- E - Dune Matrix Enhancement Specs - Perdido Key
- F - NFWF Agreement 81574 \_ FullyExecuted
- G - Perdido Key Permit \_ 8041807
- H - 81574 amendment formal notification

## 1. Introduction

### 1.1. Summary

Escambia County is seeking bids for installation of native vegetation, post and rope, sand fencing and signage along the gulf-frontal beach and scrub dune habitats on Perdido Key in support of the Escambia County Dune Matrix Enhancement Project, funded by the NFWF National Coastal Resiliency Fund.

Installation activities must comply with the contract drawings attached, associated Florida Department of Environmental Protection (FDEP) field permit and Technical Specification documents (attached). Contractor is responsible for securing additional permits/approvals prior to conducting installation activities including, but not limited to, beach driving permits, and business licenses.

### 1.2. Background

This project is one phase of the National Fish and Wildlife Foundation (NFWF) National Coastal Resiliency Fund Project “Escambia County Dune Matrix Enhancement”. Activities will include installation of native dune vegetation along the seaward edge of the primary dune, infill plantings north of the primary dune line, and installation of signage and sand fencing as appropriate. The purpose is to enhance the resiliency of natural dune habitats against future storm events and improve plant species richness and diversity for the benefit of coastal wildlife.

### 1.3. Contact Information

**Travis Simmons**

Purchasing Grant Coordinator

213 Palafox Place

Pensacola, FL 32502-5822

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

Phone: [\(850\) 595-4918](tel:(850)595-4918)

**Department:**

Purchasing

### 1.4. Timeline

<b>Release Project Date</b>	December 19, 2025
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<b>Pre-Bid Meeting (Non-Mandatory)</b>	<p>December 26, 2025, 10:00am</p> <p>Office of Purchasing 213 Palafox Place, 2nd Floor Pensacola, FL 32502</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWRjNWJiMGItOWQ5Ni00M2E3LTljNDYtNWVhYjcwOWEzYWZl%40thread.v2/0?context=%7b%22Tid%22%3a%222c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWRjNWJiMGItOWQ5Ni00M2E3LTljNDYtNWVhYjcwOWEzYWZl%40thread.v2/0?context=%7b%22Tid%22%3a%222c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d</a></p> <p>Meeting ID: 290 293 855 704 78 Passcode: KU9c2ND2</p> <hr/> <p>Dial in by phone +1 863-333-5817,,221338420# United States, Lakeland Find a local number Phone conference ID: 221 338 420#</p>
<b>Question Submission Deadline</b>	January 13, 2026, 12:00pm

<b>Bid Opening</b>	<p>January 19, 2026, 10:00am</p> <p>Office of Purchasing 213 Palafox Place, 2nd Floor Pensacola, FL 32502</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzljYmEzZTktOWI1Zi00NDQxLWExMDYtZjBhZGQ0NTI3N2Zh%40thread.v2/0?context=%7b%22Tid%22%3a%222c937adb-d946-4b31-90cc-a32f7d460fc%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzljYmEzZTktOWI1Zi00NDQxLWExMDYtZjBhZGQ0NTI3N2Zh%40thread.v2/0?context=%7b%22Tid%22%3a%222c937adb-d946-4b31-90cc-a32f7d460fc%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d</a></p> <p>Meeting ID: 229 395 233 553 34 Passcode: F43Fo3QS</p> <hr/> <p>Dial in by phone +1 863-333-5817,,247957675# United States, Lakeland Find a local number Phone conference ID: 247 957 675#</p>
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## 2. Scope of Work

### 2.1. Scope of Work

Detailed technical specifications for this project are included in the attached contract drawings and Technical Specifications. A summary of project activities is included below. **All quantities are the county's best estimates and are not guaranteed.**

Project activities will consist of:

#### **Perdido Key Gulf Shoreline**

- Installation of 136,690 units of native vegetation (i.e. sea oats, panic grass, groundcover) with hydrating gel/ fertilizer
  - 113,470 units of Sea Oats
  - 11,610 units of Panic Grass/ Gulf Bluestem
  - 11,610 units of Diversity Groundcover
- Installation of 13,710 feet of post-and-rope fence
- Installation of 768 feet of sand fence

- Installation of 11 signs
- Cost of 7 uninstalled signs
- Maintenance, as needed to assure survivability and condition of fencing through 180-day warranty period

#### **Perdido Key River Road Option**

- Installation of 46 trees with hydrating gel/fertilizer
- Installation of 1,021 shrubs with hydrating gel/ fertilizer
- Installation of 514 herbaceous/ groundcover plants with hydrating gel/fertilizer
- Installation of 696 feet of sand fence
- Installation of 6 signs
- Cost of 2 uninstalled signs
- Maintenance, as needed to assure survivability and condition of fencing through 180-day warranty period

All quantities should comply with the attached Perdido Key Dune Contract Drawings. All species not specifically called out must be native vegetation (see attached list for approved plants). Bids must include specific species and their quantities for bid submittal. The minimum acceptable planting unit size is a plant that is grown in a cell or container with a minimum depth of 1.5 inches and a minimum volume of 1.5 cubic inches. The soil/root ball of each planting unit shall fit at least 80% of the cell in which it is grown. A super absorbent polymer pre-hydrating gel shall be used for all planting units per gel manufacturer specifications. A minimum of 10 fluid ounces of hydrated gel/fertilizer mixture shall be placed beneath or within the root zone of each planting unit during installation.

Deliverable planting units shall be no less than 60-days old and no more than 180-days old, as measured from the approximate time of germination/rooting. Planting units must be acclimated to outdoor, full sun growing conditions for no less than 14 days before planting. The contractor must have documentation of the plant age for each box/tray of planting units delivered to the work site to present upon request.

All planting units provided shall have moist, vigorous root systems free of rot, disease, or discoloration at the time of delivery and installation. The root systems should be firm and bright colored at the time of delivery and installation. Planting units not meeting these specifications will be rejected.

Work areas, including staging and beach access locations, shall comply with the associated contract drawings and technical specifications. If work is not completed prior to shorebird season (typically March-April), beach access will be modified to avoid Perdido Key State Park.

Contractors shall use the attached pricing table in their bid submission.

#### **Work Sequence:**

No work may begin without issuance of a written Notice to Proceed by the County. Contractor shall provide the County with 72 hours notice prior to commencement of work. Project completion is 180 days after Notice to Proceed.

Work shall be performed on a continual basis, from start to finish, during the daylight hours, without interruption. Daylight hours is considered to be sunrise or during the sea turtle nesting season, after notification the beach has been cleared by sea turtle monitors, till 1 hour after sunset. Contractor shall provide a detailed field work schedule in the Work Plan. The contractor shall notify the County at least 48 hours prior to suspending work.

## **2.2. Environmental Protections**

The Contractor shall conduct his activities in a manner so as to minimize or avoid disturbance to existing environmental resources along the work area. The Contractor shall comply with all marine turtle, shorebird, and beach mouse protection requirements as specified by the associated permits.

Beginning May 1, the County or County-designated representative shall conduct early-morning, daily surveys of the beach along the work area, prior to 9:00AM. The Contractor shall contact the designated turtle nest monitoring personnel each morning prior to commencing any vehicular activity on the beach.

Beginning February 15, 2026, heavily occupied shorebird habitat will be marked by County or designated representative within State Park lands and shall be avoided by the Contractor.

The Contractor shall receive written approval for use of ATV-style vehicles on the beach from Escambia County or its designee prior to any installation activities. The Contractor is advised that the beach along the work area is comprised of soft sand and will require appropriate vehicle types.

## **2.3. Warranty Period**

Plantings, sand fencing and post-and-rope, will be assessed by the County or their designee(s) approximately 180 days following the date of Substantial Completion. Due consideration will be given by the County for force majeure, including extreme storm events. The planting effort shall be deemed a success if a minimum survival rate of 80% of all planting units installed over each Planting Area is achieved.

The Contractor may, at their sole discretion, make interim visits to the site during the warranty period to assess the conditions of the installed plants and assess the need for interim irrigation or plant replacement. The date of any visit shall be coordinated with the County, and any interim warranty actions to be taken by the Contractor, if elected, shall be approved by the County and/or their designee(s).

## **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 via email through the e-procurement portal hosted by OpenGov, Attention: Travis Simmons Purchasing Grant Coordinator [rtsimmons@myescambia.com](mailto:rtsimmons@myescambia.com).

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.

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. Any blanks in the bid form will be interpreted as a "No Bid" or "No Cost" item. 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.

#### **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:

#### Conduct of Participants.

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Director.

Definitions.

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

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

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 Insert**

### 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.

### **FIDELITY BOND**

The County may require the Contractor to furnish a Fidelity Bond to guarantee reimbursement to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. 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, 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 One Hundred Fifty (150) 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 Eighty (180) 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 Nine Hundred Four Dollars (\$904.00) 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](http://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, N/A 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.

### **EMERGENCY SERVICES**

The contractor resulting from this solicitation is for services that are required during EMERGENCY situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day, or night:

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

### **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.

### **PRICE ADJUSTMENT**

The contract resulting from this Solicitation may include provisions for price adjustments. Written request for price adjustment may be made every Twelve (12) month(s), no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

### **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 than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

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

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

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

## B. Specific Insurance Requirements

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

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

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

### **2) General Liability Coverage**

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

**Coverage A** shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease-broad 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.

**Products Liability** coverage must be included in the CGL form if the Offeror is manufacturing or providing any product as a distributor for a manufacturer to the County. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate must be in the policy and evidenced by Certificate. **(See Section F. item (5) for more information)**

### **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) ALL** 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-Pollution Liability**

**Contractor's Pollution Liability:** Required if contract involves potential pollution risk to the environment from working in, on or beneath the surface of the land (or water) or involves a system such as HVAC or refrigeration that contains a potential pollutant. Policy should cover the Offeror's completed operations and be required to remain in effect up to the statute of repose after project completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials or other irritants, contaminants, or pollutants, including asbestos. If the coverage is written on a claims-made basis, the Offeror warrants that any retroactive date on the policy applicable to this project precedes the effective date of this contract.

Limits for Contractor's Pollution Liability should be at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate but should be increased to reflect the scope and potential severity of the project. If the project involves extensive underground work or near utility lines it should be reflected with requirements for higher limits, for example \$3,000,000 or \$5,000,000.

### **9. Insurance for Services or Work on Waterfront, Marina, Beachfront or Port Area**

Any Submission that involves work to be performed at, over or near any Marina, Beachfront, Port or water's edge must be referred to the Escambia County Risk Manager for review.

**Protection & Indemnity (Marine Liability)** proof of coverage is required when the contract involves the use of a marine vessel by the Offeror.

Limits of at least \$1,000,000 per occurrence and \$2,000,000 policy aggregate must be provided.

**Maritime Workers Compensation** proof of coverage is required for employees of Offerors engaged in this work.

Limits of at least \$500,000 per occurrence and \$1,000,000 policy aggregate. Depending on the location of the work to be performed, this coverage could include US Longshore & Harbor Workers and/or Jones Act coverage.

**Marine Pollution Liability** is required when the contract involves work which could possibly lead to the release of pollutants or contaminants into any body of water.

Limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate is required.

## 10. 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.

## 11. Pricing Table

### PERDIDO KEY RENOURISHMENT PRICING TABLE (GULF SHORELINE)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>Gulf Shoreline</b>					
1	Purchase and Installation of Sea oats with hydrating gel	1	Plant Unit		
2	Installation of Panic Grass/ Gulf Bluestem with hydrating gel	1	Plant Unit		
3	Installation of Diversity Groundcover with hydrating gel (species can be up to contractor as long as the species meets native landscaping requirements)	1	Plant Unit		
4	Installation of Sand Fencing	1	Per foot		
5	Installation of Post and rope	1	Per foot		
6	Installation of Signs	1	Each		
7	Signs (uninstalled)	1	Each		

### PERDIDO KEY RENOURISHMENT PRICING TABLE (RIVER ROAD)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
<b>River Road</b>					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Installation of Trees with hydrating gel/fertilizer (species can be up to contractor as long as the species meets native landscaping requirements)	1	Plant Unit		
10	Installation of Shrubs with hydrating gel/fertilizer (species can be up to contractor as long as the species meets native landscaping requirements)	1	Plant Unit		
11	Installation of Herbaceous/Groundcover with hydrating gel/fertilizer (species can be up to contractor as long as the species meets native landscaping requirements)	1	Plant Unit		
12	Installation of Sand Fencing	1	Per foot		
13	Installation of Signs	1	Each		
14	Signs (uninstalled)	1	Each		

## 12. 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.**

### 12.1. 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

### **12.2. 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 to Escambia 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 60 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 Monday, January 19, 2026 at 10:00 am addressed to:**

Escambia County

**Travis Simmons**

**213 Palafox Place**

**Pensacola, FL 32502-5822**

**Please have the Bidder Name, Contract Title ("Escambia County Dune Matrix Enhancement- Perdido Key - National Coastal Resilience Fund NFWF"), and Contract Number ("PD 25-26.030") listed clearly on the outside of the envelope.**

### **12.3. 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 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

### **12.4. 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

### **12.5. 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 25-26.030 - Bid Form.pdf](#)

\*Response required

#### **12.6. Anti Human Trafficking Affidavit - HB7063\***

Please download the below documents, complete, and upload.

- [Certification.HumanTraffick...](#)

\*Response required

#### **12.7. References Form**

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

- [REFERENCES FORM.pdf](#)

#### **12.8. Deletion of records form\***

Deleted and Destroyed Documents Letter

PD PD 25-26.030 Escambia County Dune Matrix Enhancement- Perdido Key - National Coastal Resilience Fund NFWF

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

#### **12.9. E-Verify Certification**

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

- [E-Verify.pdf](#)

#### **12.10. 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.

- [Sworn Statement.pdf](#)

### **12.11. Conflict of Interest Form**

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

- [Conflict of Interest.pdf](#)

### **12.12. Drug-Free Workplace Form**

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

- [Drug free workplace.pdf](#)

### **12.13. Information Sheet for Transactions and Conveyances Corporate Identification.**

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

- [Information Sheet.pdf](#)

### **12.14. Scrutinized Companies Certification**

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

- [Scrutinized Companies.pdf](#)

### **12.15. 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

### **12.16. Occupational License (If applicable per the Scope)**

To include Escambia County Building and Inspection Department

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

### **12.18. 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

### **12.19. Required Federal document requirements.\***

Please upload signed Required Federal documents and include as part of your submission package.

\*Response required

### **12.20. Proof of registration with the Federal System of Award Management (SAM)**

\*

—  
Upload your certification with your bid package

\*Response required

### **12.21. Proposed List of Sub Contractors\***

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

- [Subcontractor list Form.pdf](#)

\*Response required

### **12.22. Current W-9\***

Please upload here and as a part of your submission package

\*Response required

### **12.23. 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