

INVITATION TO BID
PD 26-27.004
CDBG-DR HS004 NEW ESCAMBIA COUNTY AREA TRANSIT (ECAT)
FACILITY

Escambia County
213 Palafox Place
Pensacola, FL 32502-5822

RELEASE DATE: October 23, 2026

DEADLINE FOR QUESTIONS: November 6, 2026

RESPONSE DEADLINE: November 23, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

Escambia County
INVITATION TO BID

CDBG-DR HS004 New Escambia County Area Transit (ECAT) Facility

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Attachments:

- A - Exhibit.FederalContractProvisions.HUD_10.22.26
- B - Escambia_County_Section_3_Contract_Clause_CDBG-DR
- C - Section-3-project-implementation-plan-template---forms-0-8
- D - Escambia_County_Section_3_Business_Application_CDBG-DR
- E - Building Construction Wage Determination_5.18.26
- F - FDOT Liquidated-Damages-2026-2027
- G - ECAT BP2 DRAWING SET - 00_SITE
- H - ECAT BP2 DRAWING SET - 01_ADMINISTRATION BUILDING
- I - ECAT BP2 DRAWING SET - 02_MAINTENANCE BUILDING

J - ECAT BP2 DRAWING SET - 03_TRANSFER CENTER

K - ECAT BP2 DRAWING SET - 04_BUS WASH

L - ECAT BP2 DRAWING SET - 05_FUEL STATION

M - ECAT BP2 PROJECT MANUAL - VOLUME ONE

N - ECAT BP2 PROJECT MANUAL - VOLUME TWO

1. Introduction

1.1. Summary

This project is to provide construction services to build five structures (Administration Building, Maintenance Building, Passenger Terminal Transfer Center, Bus Wash, and Fuel Station) along Clarinda Lane in Pensacola, Florida.

1.2. Background

The Escambia County Area Transit (ECAT) service area consists of Escambia County, City of Pensacola, and a few stops in the City of Gulf Breeze. During the lifespan of the existing ECAT facility, it has suffered flooding damage during every declared emergency event that involved significant rainfall, with the latest flooding occurring on September 16, 2020, when Hurricane Sally made landfall in the Florida Panhandle, near Pensacola, leaving a significant amount of damage in its wake. Hurricane Sally brought heavy rainfall and flooding, causing damage to housing, businesses, and infrastructure in our entire ECAT service area. The high velocity winds, wind-blown debris, and wind driven rain of Hurricane Sally damaged the ECAT buildings including the Administration Building, Bus Wash, Fuel Depot, and Satellite Service Building.

Escambia County requested funding through Rebuild Florida for a new state-of-the-art, energy-efficient and resilient facility for transit operations that will include fixed route and disadvantaged paratransit services. By relocating the facility and operations out of its current flood zone, the new building will be designed and constructed according to the Enhanced Hurricane Protection Area (EHPA) specifications, that will allow it to function as an emergency shelter if the need arises. This project will also mitigate flooding in the area by adding a regional stormwater pond and transportation services to assist in evacuations as needed. In 2024, Escambia County received Community Development Block Grant-Disaster Recovery (CDBG-DR) funding through the U.S. Department of Housing and Urban Development (HUD).

1.3. Contact Information

Travis Simmons

Purchasing Grant Coordinator

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Department:

Purchasing

1.4. Timeline

Release Project Date	October 23, 2026
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Pre-Bid Meeting (Non-Mandatory)	<p>October 29, 2026, 10:00am</p> <p>Office of Purchasing 213 Palafox Pl. 2nd Floor Pensacola, FL 32502</p> <p>Join us on Teams:</p> <p>Microsoft Teams meeting Join: https://teams.microsoft.com/meet/278191507600543?p=HJleHevhIV1sRKGTfc Meeting ID: 278 191 507 600 543 Passcode: PH2Qx6dk</p> <hr/> <p>Need help? System reference Dial in by phone +1 863-333-5817,,718540672# United States, Lakeland Find a local number Phone conference ID: 718 540 672#</p>
Question Submission Deadline	<p>November 6, 2026, 12:00pm</p>

<p>Bid Opening</p>	<p>November 23, 2026, 10:00am</p> <p>Office of Purchasing 213 Palafox Pl. 2nd Floor Pensacola, FL 32502</p> <p>Join us on Teams:</p> <p>Microsoft Teams meeting Join: https://teams.microsoft.com/meet/2279370629616088?p=aei7n7EsVT8wR4Jgijy Meeting ID: 227 937 062 961 608 8 Passcode: mh7nH2Q3</p> <hr/> <p>Need help? System reference Dial in by phone +1 863-333-5817,,158482005# United States, Lakeland Find a local number Phone conference ID: 158 482 005#</p>
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2. Scope of Work

2.1. Overall Scope of Work

The following individual scopes are intended to be read together with the complete Bid Package 2 (BP2) Contract Documents and Project Manual.

BP2 encompasses architectural work, fire protection, plumbing, HVAC, electrical, safety/security systems, earthwork with exterior improvements, together with the applicable procurement, contracting and general requirements.

For each facility, the Contractor shall furnish and coordinate all incidental work reasonably necessary for a complete installation, whether specifically itemized or required by the drawings, specifications, codes, manufacturers' requirements or authorities having jurisdiction.

Work shall include required submittals and shop drawings, coordination drawings, testing and balancing, system commissioning, equipment start-up, demonstrations and training, warranties, O&M data and record documents. The Project Manual specifically requires final O&M manuals before Substantial Completion and organization of the manuals by systems, subsystems and equipment.

2.2. Lot 1: Administration Building - Scope of Work

The Work associated with the Administration Building consists of furnishing all labor, supervision, materials, equipment, tools, transportation, permits, testing, inspections,

coordination, and incidentals necessary to complete construction of the new Escambia County Area Transit Administration Building at 20 Clarinda Lane, Pensacola, Florida, in accordance with the Contract Documents.

The Project includes, but is not limited to, complete construction of a two-story administrative and operations facility, together with the associated architectural, structural, mechanical, electrical, plumbing, fire protection, communications, technology, security, and life-safety systems necessary to provide a complete and fully operational facility. The building is identified as Business occupancy on the first floor with Assembly occupancy associated with the second floor training area.

The facility shall include, at a minimum:

- Public lobby, vestibules, reception and administrative reception areas;
- Call Center;
- Radio Room and Dispatch functions;
- Safety Manager offices, Chief Safety Officer office, Program Manager office, ADA office and related administrative/support offices;
- Accounting, Finance, Grants and management offices;
- Division Manager, Deputy Director, Director and Director's Aide offices;
- Conference Room, Meeting Room, and associated presentation areas;
- Simulation area;
- Breakroom and employee support spaces;
- Breakroom and employee support spaces;
- Mother's Room and Quiet Room;
- Men's and women's locker rooms;
- Men's, women's and ADA toilet facilities;
- Office supplies, janitor, general storage and support spaces;
- IT, electrical, mechanical and plumbing support areas;
- Second-floor Training Room configured for large-group training and presentations;
- Second-floor storage, restrooms, corridors and mechanical/support areas;
- Elevator and stair systems providing vertical circulation between floors;
- Interior partitions, rated assemblies, ceilings, flooring, wall finishes, millwork, countertops, casework and specialties;
- Exterior wall assemblies, glazing, doors, entrances, roof assemblies, flashing, drainage components and associated weatherproofing;

- Structural foundations, slabs, masonry, structural steel, elevated floor framing, roof framing and associated structural components;
- Complete HVAC systems, ventilation, exhaust, controls and associated mechanical equipment;
- Domestic water, sanitary waste and vent systems, plumbing fixtures, water heating and associated plumbing specialties;
- Automatic fire sprinkler/fire-protection systems and associated fire-protection equipment;
- Complete electrical service and distribution, panelboards, branch circuitry, receptacles, equipment connections, interior and exterior lighting, emergency lighting, exit signage, grounding, lightning protection and associated controls;
- Fire alarm and life-safety systems;
- Telecommunications pathways, cabling infrastructure, MDF/IDF infrastructure and equipment connections;
- Access-control infrastructure, card readers, electric locking interfaces, door contacts, request-to-exit devices and associated security systems;
- Interior and exterior CCTV infrastructure and cameras as indicated;
- Mass-notification/paging infrastructure and associated speakers;
- Code Blue/emergency communication infrastructure where indicated;
- Digital signage and transit-message-board infrastructure where indicated;
- Audio/visual infrastructure for the Training Room, Conference Room and Meeting Room, including floor boxes, presentation connections and associated pathways as indicated in the Contract Documents; and
- All other architectural, structural, mechanical, electrical, plumbing, fire protection, technology, communications, and specialty work necessary for a complete Administration Building.

The drawings specifically identify technology provisions for access control, CCTV, mass notification/paging, Code Blue stations, digital signage, training/conference/meeting-room AV systems, and presentation connections for spaces including Radio, Call Center, Accounting, Finance and management offices. Certain AV equipment is identified for coordination with the Owner/Owner's vendor; the Contractor shall provide the infrastructure and work assigned to the Contractor by the Contract Documents and coordinate all Owner-furnished systems.

The Contractor shall provide all work necessary to deliver a complete, code-compliant, fully tested, balanced, commissioned and operational Administration Building, including equipment start-up, controls integration, system testing, inspections, demonstrations, Owner training, warranties, operation and maintenance manuals, record documents, closeout documentation and final acceptance in accordance with the Contract Documents.

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(335) 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 Three Hundred Sixty-Five(365) 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 will be calculated based on bid amount and FDOT Liquidated Damages 26-27 in the attachments.

2.3. Lot 2: Maintenance Building - Scope of Work

The Work associated with the Maintenance Building consists of furnishing all labor, supervision, materials, equipment, tools, transportation, permits, testing, inspections, coordination, and incidentals necessary to construct the new Vehicle Maintenance Building for the Escambia County Area Transit Facility at 20 Clarinda Lane, Pensacola, Florida.

The Project includes, but is not limited to, complete construction of a transit-vehicle maintenance and service facility containing heavy bus-maintenance bays, small-vehicle service bays, parts and equipment storage, specialty maintenance rooms, fluid distribution systems, employee support areas, offices and mezzanine storage, together with all architectural, structural, mechanical, electrical, plumbing, fire protection, technology and specialty systems necessary for a complete vehicle-maintenance operation.

The facility shall include, at a minimum:

- Seven (7) bus maintenance bays under the Base Bid configuration;
- Eight (8) small-vehicle service bays under the Base Bid configuration
- Tire Storage;
- Maintenance Supervisor office;
- Maintenance Manager office;
- Facility Manager office;
- Inventory Manager office;
- Parts Room and Parts Counter;
- Company Tool storage;
- Personal Tool storage;
- Mechanical/Facility Storage;
- Tire Storage;
- Fluid Storage/Compressor Room;
- Clean Room;
- Battery Storage room;

- Breakroom;
- Men's and women's locker/restroom facilities;
- IT room;
- Janitor space;
- Mechanical yard;
- Vestibules, corridors and supporting circulation;
- Mezzanine storage;
- Receiving/service functions and associated overhead doors;
- Heavy-duty and small-vehicle service-bay doors;
- Structural foundations, slabs, masonry, structural steel and roof framing;
- Mezzanine framing and concrete-on-metal-deck construction;
- Special rated construction around hazardous areas, including Battery Storage;
- Exterior wall, roof, flashing and drainage systems;
- Interior partitions, ceilings and finishes appropriate to office, employee and industrial/service areas;
- Vehicle-maintenance equipment infrastructure and utility connections;
- Compressed-air distribution and hose-reel systems;
- Motor oil distribution;
- Gear-oil distribution;
- Transmission-fluid distribution;
- Antifreeze distribution;
- Grease and water reels where indicated;
- Waste-oil and waste-antifreeze collection/distribution infrastructure as indicated;
- Specialty service hose reels mounted from the pre-engineered metal-building framing;
- Emergency eyewash/wash stations;
- Domestic water, sanitary, waste, vent and plumbing-fixture systems;
- Floor drains, trench/service drainage and associated oil/service-area drainage provisions where indicated;
- Mechanical ventilation and vehicle/service-area exhaust systems;
- HVAC systems serving offices, locker rooms, support areas and specialty spaces;
- Building automation and mechanical controls;
- Complete automatic fire-sprinkler system;

- Fire-alarm and life-safety systems;
- Electrical service and distribution;
- Equipment connections for maintenance equipment, compressors, bay equipment, overhead doors and specialty systems;
- High-bay lighting for maintenance/service spaces;
- Office/support-area lighting and controls;
- Emergency lighting and exit signage;
- Grounding and lightning protection;
- Telecommunications and data infrastructure, including service provisions for maintenance operations;
- Access-control, CCTV, intercom, paging and security infrastructure as indicated;
- Technology systems and equipment pathways;
- All supports, hangers, curbs, pads, sleeves, penetrations, access provisions and coordination required for equipment installation; and
- All other architectural, structural, mechanical, electrical, plumbing, fire-protection, technology and specialty systems necessary for a complete and fully operational vehicle-maintenance facility.

The project specifically identifies Maintenance Supervisor, Maintenance Manager, Facility Manager and Inventory Manager offices; Parts Room and Parts Counter; locker/restrooms; Breakroom; IT; Fluid Storage/Compressors; Tire Storage; Clean Room; Battery Storage; Personal Tool Storage; Company Tools; Mechanical/Facility Storage; seven bus bays and eight small-vehicle bays.

The Maintenance Building contains multiple occupancy/use conditions associated with the maintenance operation. The drawings classify Battery Storage as H-2 high hazard; the bus garage, small-vehicle garage, fluid-storage/compressor room and tire storage as S-1; open shop/parts/delivery/mezzanine areas as S-2; and the entry, breakroom and locker areas as Business occupancy. The building is one story with a mezzanine and is protected by an automatic sprinkler system and fire-alarm system.

Specialty fluid-service infrastructure shall include the hose-reel systems indicated for the maintenance bays. The drawings identify motor oil, gear oil, transmission fluid, antifreeze, compressed air, water and grease services at various maintenance locations, with hose reels supported from the pre-engineered metal-building bents.

The Base Bid includes seven bus bays and eight small-vehicle bays. The Contract Documents also identify a deductive alternate reducing the bus-bay area to five bays and the small-vehicle area to six bays; if accepted, the affected exterior construction is to accommodate the conditions shown for future expansion.

The Contractor shall provide all work necessary to deliver a complete, code-compliant, fully tested, balanced, commissioned and operational Maintenance Building, including coordination

and start-up of specialty maintenance systems, testing of MEP and life-safety systems, controls integration, inspections, Owner demonstrations and training, warranties, O&M manuals, record drawings, closeout documentation and final acceptance.

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(300) 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 Three Hundred Sixty-Five(365) 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 will be calculated based on bid amount and FDOT Liquidated Damages 26-27 in the attachments.

2.4. Lot 3: Passenger Terminal Transfer Center - Scope of Work

The Work associated with the Transfer Building / Transfer Center consists of furnishing all labor, supervision, materials, equipment, tools, transportation, permits, testing, inspections, coordination, and incidentals necessary to complete construction of the new Escambia County Area Transit Transfer Center at 20 Clarinda Lane, Pensacola, Florida, in accordance with the Contract Documents.

The Project includes, but is not limited to, construction of the passenger transfer facility, customer-service/ticketing building, public restroom facilities, passenger waiting areas and associated covered canopies, together with all architectural, structural, mechanical, electrical, plumbing, technology, security and life-safety systems required for a complete transit facility. The drawings identify the outdoor passenger waiting area as an S-2 use and the enclosed administrative/customer-service functions as Business occupancy.

The facility shall include, at a minimum:

- Customer Service area and ticketing/service functions;
- Customer-service office;
- Secure safe area;
- Public-facing ticket/transaction windows and associated counters;
- Impact- and ballistic-resistant exterior transaction-window assemblies as indicated;
- Men's and women's public restrooms;
- Vestibule and controlled public/staff entrances;
- Breakroom and employee support areas;
- Men's and women's public restrooms;
- ADA toilet facilities;
- Janitor/service rooms;
- Mechanical/IT room and dedicated HVAC/support areas;

- Public passenger waiting areas;
- Covered passenger-loading and waiting canopies;
- Structural canopy framing, columns, foundations and associated roof construction;
- Roof systems, roof drainage, gutters and downspouts;
- Exterior wall systems, impact-resistant storefront/glazing, exterior doors and associated weather-resistant construction;
- Interior partitions, finishes, ceilings, casework, counters and toilet accessories;
- Structural foundations, slabs, masonry and structural-steel framing;
- Complete HVAC systems serving enclosed occupied and support spaces;
- Domestic water, sanitary waste and vent piping, plumbing fixtures, water heating, floor drains, backflow protection and associated plumbing specialties;
- Electrical service and distribution, lighting, receptacles, equipment connections and controls;
- Extensive canopy lighting and exterior passenger-area lighting;
- Emergency lighting and exit signage;
- Grounding and lightning-protection systems serving the building and canopies;
- Fire alarm and life-safety systems;
- Telecommunications and network infrastructure;
- Wireless access-point infrastructure;
- Security/access-control systems and associated door hardware interfaces;
- CCTV/security-camera infrastructure;
- Paging, mass-notification and passenger-information infrastructure where indicated;
- Intercom and emergency communication systems where indicated; and
- All associated architectural, structural, mechanical, electrical, plumbing, technology and specialty systems necessary to provide a complete and operational transit transfer facility.

The drawings specifically identify Customer Service, Safe, Customer Service Office, Break Room, Mechanical/IT, ADA toilets, public men's and women's restrooms, janitor and HVAC spaces. The facility also incorporates substantial covered passenger areas; the roof plan identifies multiple canopy sections and associated roof drainage systems.

Exterior ticket windows shall include the complete transaction-window assemblies required by the Contract Documents, including framing, glazing, transaction hardware and accessories. The drawings call for impact-resistant construction and UL 752 Level 3 ballistic resistance at the specified ticket windows.

The Contractor shall provide all work necessary to deliver a complete, accessible, code-compliant, fully tested, commissioned and operational Transfer Center, including start-up, testing, controls verification, inspections, Owner training, warranties, operation and maintenance manuals, record documents, closeout documentation and final acceptance.

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(270) 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 Three Hundred Sixty-Five(365) 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 will be calculated based on bid amount and FDOT Liquidated Damages 26-27 in the attachments.

2.5. Lot 4: Bus Wash - Scope of Work

The Work associated with the Bus Wash consists of furnishing all labor, supervision, materials, equipment, tools, transportation, permits, testing, inspections, coordination, and incidentals necessary to construct the new Bus Wash facility for the Escambia County Area Transit Facility at 100 Clarinda Lane, Pensacola, Florida.

The Project includes, but is not limited to, construction of the enclosed bus-wash building, associated equipment/support areas, fare-processing functions, vacuum facility, staff restroom and all infrastructure necessary to support the Owner's bus-washing and vehicle-cleaning operations. The project is new construction housing bus-wash equipment, a cash vault/fare-processing function and staff toilet room, together with a separate vacuum-station function.

The facility shall include, at a minimum:

- Bus Wash Bay;
- Bus-wash equipment support and coordination;
- Equipment Room;
- Fare Processing room;
- Fare Entrance;
- Cash/fare-handling support infrastructure;
- Vacuum station/building;
- ADA staff restroom;
- Structural foundations, slabs, walls and roof framing;
- Concrete masonry construction and associated structural systems;
- Precast concrete roof construction where indicated;
- Exterior wall and roof assemblies;

- Doors, openings, louvers and related architectural components;
- Interior finishes and accessories appropriate to wet/service environments;
- Equipment housekeeping pads, curbs and supports;
- Wash-water supply and associated piping;
- Domestic cold-water and service-water piping;
- Sanitary waste and vent piping;
- Floor drains, floor sinks, cleanouts and drainage systems;
- Water-heating equipment;
- Water-softening equipment and associated connections where indicated;
- Plumbing fixtures and ADA restroom fixtures;
- Wash-equipment plumbing connections and coordination;
- Natural-gas service and distribution for heating equipment;
- Gas-fired radiant tube heaters serving the Wash Bay;
- Gas furnace and associated condensing unit;
- Equipment-room unit heater;
- Exhaust and ventilation systems;
- Mechanical controls and associated equipment;
- Electrical service and distribution;
- Dedicated wash-equipment power connections;
- Power for air compressor, water heater, water softener and other equipment;
- Interior, exterior and wash-bay lighting;
- Emergency lighting and exit signage;
- Grounding, bonding and lightning-protection systems;
- Technology/communications infrastructure and IT rack provisions;
- Security and monitoring infrastructure where indicated;
- Equipment-control interfaces and emergency controls;
- Site utility connections and coordination with the surrounding Wash/Fuel Station site work; and
- All architectural, structural, mechanical, electrical, plumbing, technology and specialty systems necessary to provide a complete and operational Bus Wash facility.

The principal spaces are the Wash Bay, Equipment Room, ADA Restroom, Fare Processing, Fare Entrance, and the Vacuum.

Mechanical systems include a gas furnace/condensing unit, an electric unit heater and two gas-fired radiant tube heaters serving the Wash Bay. The drawings specifically require coordination of mechanical equipment locations and clearances with the bus-wash equipment.

Plumbing work shall be closely coordinated with the wash-equipment requirements and includes service/cold-water distribution, sanitary systems, floor drainage and equipment connections. Electrical work includes dedicated connections for the wash facility's air compressor, water heater, water softener, radiant heaters, HVAC equipment and IT rack, in addition to general building power and lighting.

The Contractor shall coordinate the bus-wash equipment with the building structure, MEP systems, equipment clearances, drains, utility rough-ins, controls and electrical connections and shall provide all infrastructure assigned to the Contractor by the Contract Documents.

The Contractor shall provide all work necessary to deliver a complete, code-compliant, tested and operational Bus Wash, including equipment start-up and coordination, system testing, balancing, controls verification, inspections, demonstrations, Owner training, warranties, O&M manuals, record documents, closeout documentation and final acceptance.

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(270) 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 Three Hundred Sixty-Five(300) 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 will be calculated based on bid amount and FDOT Liquidated Damages 26-27 in the attachments.

2.6. [Lot 5: Fuel Station - Scope of Work](#)

The Work associated with the Fuel Station consists of furnishing all labor, supervision, materials, equipment, tools, transportation, permits, testing, inspections, coordination, and incidentals necessary to construct the new fueling station and canopies for the Escambia County Area Transit Facility at 100 Clarinda Lane, Pensacola, Florida.

The Project includes, but is not limited to, construction of the fuel-island canopies, foundations, fueling-area infrastructure, electrical systems, fuel piping connections, controls, monitoring interfaces, emergency shutoff provisions, grounding, lightning protection and associated civil/site improvements necessary to provide a complete operational fueling facility.

The facility shall include, at a minimum:

- Fueling-island canopy structures;
- Manufacturer-designed canopy framing and roofing systems;
- Canopy columns and spread footings;
- Concrete foundations, stem walls, equipment pads, islands and associated structural work;

- Vehicular concrete paving and fueling-area pavement interfaces;
- Fuel dispensing locations and associated equipment interfaces;
- Fuel tank interfaces and associated connections, with fuel tanks furnished/installed as assigned by the Contract Documents;
- Fuel piping, tubing, fittings, valves and specialties;
- Fuel-storage-tank piping specialties;
- Fuel transfer and pumping interfaces;
- Fuel maintenance system;
- Liquid-level gauging;
- Leak-detection and monitoring systems;
- Tank and piping monitoring infrastructure;
- Mechanical sleeve seals and associated penetrations;
- Power to fueling pumps, fuel tanks, controls and associated equipment;
- Dedicated conduits for fueling-area power and control wiring;
- Emergency Power Off (EPO) system for fueling pumps;
- Clearly identified emergency-shutoff stations and signage;
- Fuel-control/management system infrastructure and Owner-equipment interfaces as indicated;
- Canopy and fueling-area lighting;
- Electrical panels, branch circuits, disconnects and equipment connections;
- Hazardous-location wiring methods and electrical equipment suitable for the classified fueling environment;
- Grounding, bonding and lightning-protection systems;
- Surge-protection equipment associated with the lightning-protection system;
- Communications and technology pathways serving fuel-system monitoring and control equipment as indicated;
- Bollards, equipment protection and associated accessories where indicated;
- Site utilities and utility connections serving the fueling facility; and
- All associated structural, architectural, electrical, plumbing, technology, specialty and site work necessary to provide a complete fueling facility.

The structural drawings indicate that the canopy structure and foundations are to be designed by the canopy manufacturer. The drawings also identify three fuel tanks as “by others,” requiring coordination of the supporting construction and utility/electrical interfaces with the tank supplier.

Fuel-system work includes fuel piping and fittings, valves, horizontal steel aboveground storage tanks where assigned to the Contractor, tank accessories, fuel maintenance equipment, liquid-level gauging, leak detection/monitoring, mechanical seals and concrete bases. Where tanks are Owner-furnished or otherwise identified as "by others" on the drawings, the Contractor shall coordinate and provide the infrastructure and connections assigned by the Contract Documents.

Electrical construction within the classified fueling area shall comply with the hazardous-location requirements indicated in the drawings. Wiring, raceways and boxes under the canopy or within 20 feet of fuel pumps are specifically required to comply with NEC Article 514 Class I, Division 2 requirements. The electrical scope also includes EPO controls for fueling pumps, dedicated power/control conduits and coordination of final power and control wiring with the Owner's fueling equipment.

The Contractor shall perform required fuel-system testing and inspections, including tank and piping testing where applicable, correct deficiencies and provide a complete operational system. The Project Manual requires field testing of tanks and fuel distribution/double-containment piping.

The Contractor shall provide all required start-up, testing, calibration, inspections, Owner training, warranties, O&M information, record documents and final acceptance necessary to deliver a safe, code-compliant and fully operational Fuel Station.

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(180) 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 Three Hundred Sixty-Five(210) 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 will be calculated based on bid amount and FDOT Liquidated Damages 26-27 in the attachments.

2.7. [Lot 6: ECAT Facility Site/Civil Construction - Scope of Work](#)

Contractor shall furnish and coordinate all incidental work reasonably necessary for a complete installation, whether specifically itemized or required by the drawings, specifications, codes, manufacturers' requirements or authorities having jurisdiction.

Work shall include, but not be limited to, required submittals, stabilized subgrade, base material, asphalt paving, concrete paving, sidewalks, curb and gutter, striping, and miscellaneous drainage connections.

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(30) 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 Sixty (6365) 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 will be calculated based on bid amount and FDOT Liquidated Damages 26-27 in the attachments.

2.8. Lot 7: Complete Complex Bid

This bid shall include pricing for each individual lot and encompass the entire ECAT Facility, as applicable to the scope of work, plans, and drawings identified in the bid documents.

The work included in this agreement shall be substantially completed within Three Hundred Thirty-Five (335) 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 Three Hundred Sixty-Five (365) 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.

2.9. General

Fire Protection, Code & Accessibility Coordination

Coordinate and provide all fire-protection, code-compliance, accessibility, and rated-construction work assigned by the Contract Documents. Work shall be fully coordinated with architectural, structural, mechanical, plumbing, electrical, communications, and security systems.

- Automatic fire-sprinkler work and coordination where required, including approved shop drawings, piping routing, supports, penetrations, flow/tamper devices, testing, and acceptance;
- Fire extinguishers, cabinets, identification signage, and required mounting/blocking;
- Fire-rated wall, floor, roof, shaft, and opening protection, including rated access panels and listed firestopping systems at penetrations;
- Accessible routes, clearances, mounting heights, toilet/locker-room accessibility, door maneuvering clearances, and accessible hardware as indicated;
- Coordination with authorities having jurisdiction for permits, inspections, testing, and certificates required for final occupancy.

Construction Coordination, Temporary Controls & Closeout

The Contractor shall manage and coordinate the Work as a single prime contract and shall be responsible for sequencing, supervision, quality control, temporary facilities, safety, protection, and complete integration of all subcontractor work.

- Field verification of existing conditions, dimensions, utility locations, access, equipment clearances, and interfaces before fabrication or installation;

- Weekly job-progress and coordination meetings, including participation by affected subcontractors and notification/invitation of the Architect and Owner's Representative;
- Coordinated shop drawings for structural steel, HVAC, plumbing, fire sprinkler, electrical, security, and communications work before installation in congested areas;
- Construction schedule/critical-path planning and coordination with Owner vendors, security-system installers, furniture installers, and other separate suppliers;
- Temporary utilities, field office, sanitary facilities, barriers, screened construction fencing, security, access control, traffic/parking management, and protection of the public and existing facilities;
- Construction waste management, daily/periodic cleaning, protection of completed work, and final cleaning;
- Required product data, samples, shop drawings, delegated-design documents, testing reports, inspection reports, certificates, and regulatory submittals;
- Start-up, functional testing, controls verification, testing and balancing, commissioning, correction of deficiencies, and final system demonstrations;
- Owner training, warranties, spare/replacement items where specified, O&M manuals, record drawings, closeout submittals, punch-list completion, and final acceptance.

The Contract duration is 240 calendar days from Notice to Proceed to Substantial Completion, plus 30 calendar days for punch-list completion. The Contractor shall coordinate all Work, inspections, testing, closeout activities, and punch-list completion to meet the required Contract schedule.

Alternates, Unit Prices, & Allowances

The Contractor shall include and separately identify all allowances, unit prices, and alternates required by the Bid Form and Project Manual. Acceptance or rejection of alternates is at the Owner's option, and accepted alternates shall be fully coordinated with surrounding work.

- Alternate Bid No. 1: (DEDUCTIVE) ADMINISTRATION BUILDING
Partially build out/partially unfinish second floor per sheet A111 and associated engineering/building systems sheets. See drawing set.
- Alternate Bid No. 2: (DEDUCTIVE) MAINTENANCE BUILDING Reduce two (2) structural bays (two stalls) from the bus garage and reduce one (1) structural bay (two stalls) from the small vehicle garage. At the bus garage, engineer the west end wall and exterior canopy to allow for a future expansion of two (2) structural bays at the west end. See drawing set.
- Include unit-price work and base-bid quantities required by Section 01 2200, including applicable asphalt-pavement and masonry-tuckpointing quantities, and obtain required Architect notification/verification before performing quantity-adjusted work;

- Coordinate all accepted alternates, allowances, and unit-price work with the Base Bids so the completed facility remains fully functional, code-compliant, and finished.
- Enter a negative number into each Deductive Alternate pricing tables.

Overall Requirement

This Scope of Work is intended as a detailed summary and shall be read together with the complete Bid Package 2 drawings, Project Manual, addenda, bid forms, approved substitutions, accepted alternates, and other Contract Documents. It does not limit the Contractor's obligation to provide work reasonably inferable as necessary for a complete installation.

The Contractor shall furnish and coordinate all incidental work necessary to deliver this facility as a complete, safe, accessible, weather-tight, code-compliant, fully tested, commissioned, and operational facility. Where a conflict or ambiguity exists between this summary and the Contract Documents, the most stringent shall govern.

2.10. Owner Direct Purchasing (ODP) Notification

The County intends to utilize ODP for materials to be installed by the contractor. Materials expected to be purchased under this contract to include, but not limited to, clean fill material (dirt), stormwater structures, concrete pipe, and polyvinyl chloride (PVC) pipe.

The following steps are minimum requirements and may be enhanced based on individual project circumstances:

1. Material suppliers must be selected by the contractor using competitive bidding/proposals. Supply contracts must be awarded by the contractor to the supplier whose bid/proposal is most advantageous to the County, price and other aspects considered.
2. The contractor must include the price for all construction materials/equipment in lump sum price in his bid. The Contractor's bid must also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$15,000.00. The purchase of selected construction materials must be administered on a deductive change order basis.
3. The contractor must provide the County with a list of all intended suppliers for consideration as ODP. This list must be submitted at the same time as the preliminary schedule of values and the project's Critical Path Method (CPM) schedule. Along with the list, the contractor must include the price quotes from the suppliers, including any terms and conditions negotiated with the suppliers. The contractor must also supply the County with a description of materials/equipment to be supplied along with the quantities and prices. The contractor is responsible for selecting the supplier, specifications, material receipt, inspecting shipments, and ensuring that the material or service paid for by the County is appropriate for the construction. The contractor retains all responsibility for an acceptable finished project.

4. The contractor must be responsible for maintaining the project schedule and the execution of the terms and conditions of the ODP purchase order, including expediting the suppliers' delivery schedules.
5. The purchase order form used for ODP(s) must be a County issued purchase order. The purchase order package must include the County's Certificate of Entitlement (OF0195), as an attachment per Rule 12A-1.094, Florida Administrative Code.
6. The contract must require the County to retain legal title to all ODP from the time ownership title changes from the seller to the buyer until it is incorporated into the project or consumed in completion of the project.
7. The County must remit payment directly to the suppliers of the ODP.
8. The County must provide insurance to cover all risk of loss or damage to the ODP.
9. The Contract Administrator must provide the County Risk Manager the following information required to procure the necessary Builders Risk Insurance Coverage for the project:
 - A. Type of project (ultimate occupancy).
 - B. Term of the project (e.g.: 20 months, 3 weeks)
 - C. Construction Type II per Florida Building Code (e.g.: Concrete Masonry Exterior, Steel Structure).
 - D. Protection (sprinklers, wind mitigation, etc.)
 - E. Construction timeline
 - F. Complete listing of related projects with values
 - G. Determination that \$10 – 15M limit covers all exposure
10. The contractor must be responsible for receipt and inspection of goods received and accompanying shipping documents under the ODP process, insuring they conform to specifications.
11. The contractor must notify the County of any goods received that are damaged or not in compliance with the specifications and facilitate a timely replacement.
12. The suppliers must directly invoice the County for the ODP, but the contractor must be responsible for approving receiving reports for goods that were received in accordance with the specifications and forwarding them to the Clerk of the Court/Accounts Payable to be processed for payment. The County must pay the ODP suppliers directly.
13. The contractor must maintain records of all ODP received and be incorporated into the work and provide the County with a monthly accounting.

14. The contractor must be responsible for obtaining and managing all warranties and guarantees for all materials and products specified in the contract documents.

2.11. Contractor Requirements

1. The successful Contractor shall possess a current and valid Florida General Contractor (CGC) license or Underground Utility and Excavation Contractor (CUC) license, as applicable to the Work.
2. Prior to commencing construction, the Contractor shall submit digital photographs and/or video documenting existing site conditions. The documentation shall establish baseline conditions for all areas that may be affected by construction activities.
3. The Contractor shall furnish, install, and maintain a Job Board at a location approved by the County. The Job Board shall display all project documentation required by the Contract Documents throughout the duration of the project.
4. The Contractor shall furnish all labor, materials, equipment, permits, supervision, and incidentals necessary to complete the Work.
5. All work must be completed in accordance with the project specifications, Escambia County Technical Specifications, and the Florida Green Book. In the event a conflict arises between these documents, the most stringent shall apply.
6. The Contractor shall prepare and submit a Quality Control (QC) Plan to the County within 10 days of receiving the Notice to Proceed (NTP).
7. Not less than fourteen (14) calendar days prior to any subcontractor commencing work, the Contractor shall provide the County with fully executed subcontract agreements.
8. The Contractor shall be responsible for the performance of all subcontractors. Subcontractors shall comply with the requirements of the Contract Documents.
9. The Contractor shall be responsible for maintaining a clean and orderly project site and shall properly dispose of all construction debris and waste in accordance with applicable federal, state, and local regulations.
10. All requests for changes to the Work shall be submitted in writing and approved by the County prior to commencement of the changed work. No additional work shall proceed without written authorization from the County.
11. The successful Contractor shall coordinate all activities with the County. The Contractor shall sequence its work to maximize production and to comply with all scheduling and requirements established by the County.

12. The Contractor acknowledges that the project is intentionally phased to meet the County's required completion schedule. All costs associated with mobilization, coordination with other contractors, scheduling, supervision, and maintaining continuity of the Work shall be included in the Contractor's bid. No additional compensation will be provided for these activities unless specifically authorized by a written Change Order.
13. Davis-Beacon will apply for all work completed through this contract, including all subcontractor work.
14. If awarded, the selected contractor will be required to submit a Schedule of Values (SOV) within 3 days.

2.12. Schedule of Values Requirements (Award Condition)

The apparent lowest responsive and responsible bidder shall submit a detailed Schedule of Values (SOV) for the project within three (3) business days following the bid opening. The Schedule of Values shall provide a complete itemized breakdown of the bidder's submitted bid and shall be in sufficient detail to support the proposed pricing and facilitate review by the Florida Department of Commerce (FDOC).

FDOC will review the submitted Schedule of Values to determine its acceptability. If FDOC requests additional information, clarification, or a more detailed breakdown, the bidder shall promptly provide the requested information within the timeframe specified by FDOC or the County.

No contract award shall be made until FDOC has completed its review of the Schedule of Values and has provided written approval authorizing the County to proceed with the award. The County reserves the right to reject a bid if the apparent lowest responsive and responsible bidder fails to timely submit an acceptable Schedule of Values or otherwise fails to satisfy FDOC's review requirements.

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.

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.

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), principally based on price. 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

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on a "lot-by-lot" basis, whichever is in the best interest of and/or most advantageous to the County.

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. CDBG-DR Specific Provisions

MBE/WBE affirmative steps

Per 200.321(b)(6), contractors under a federal award are required to apply considerations under 2 CFR 200.321(b) to any subcontracts:

When possible, the contractor or subcontractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered.

Suspension & Debarment Requirements

Per 24 CFR 570.609, contractors under a federal award are required to comply with applicable Suspension and Debarment requirements:

Contractors must ensure that they, their principals, and any subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions by any federal department or agency.

Compliance with this requirement includes:

- (1) Verifying the eligibility status of the contractor and its principals prior to contract award;
- (2) Checking the System for Award Management (SAM) or other applicable federal databases to confirm that no parties are excluded from participation;
- (3) Including a requirement in all subcontracts that subcontractors certify compliance with Suspension and Debarment requirements;
- (4) Monitoring subcontractor compliance with these requirements throughout the term of the contract; and
- (5) Taking appropriate action, up to and including termination, if a contractor or subcontractor is found to be in violation of these requirements.

Procurement of Recovered Materials

Per 2 CFR 200.323, the contractor shall comply with all applicable requirements for the procurement and use of recovered materials in federally funded projects. Contractors are required to ensure that, to the greatest extent practicable, materials and products purchased under this contract contain recovered or recycled content, as designated by the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines (CPG).

Compliance with this requirement includes:

- (1) Procuring only items designated in the EPA CPG that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of such items acquired during the preceding fiscal year exceeded \$10,000;
- (2) Implementing affirmative procurement programs that promote the purchase of recovered materials;
- (3) Ensuring that all applicable contracts and subcontracts include provisions requiring suppliers to comply with these recovered materials requirements;
- (4) Maintaining records documenting the quantity and type of recovered materials purchased and used; and
- (5) Complying with all other applicable requirements of Resource Conservation and Recovery Act Section 6002 and related regulations.

Failure to comply with these requirements may result in appropriate enforcement actions, consistent with federal, state, and local procurement policies.

Domestic Preference Requirements

Per 2 CFR 200.322, the contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States for all federally funded contracts. This requirement applies to all contractors and subcontractors performing work or supplying materials under this agreement.

Compliance with this requirement includes:

- (1) Ensuring that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, to the greatest extent practicable;
- (2) Incorporating domestic preference requirements into all applicable solicitations, contracts, and subcontracts;

- (3) Requiring contractors and subcontractors to certify the origin of materials and products supplied under the contract upon request;
- (4) Maintaining appropriate documentation demonstrating compliance with domestic preference requirements; and
- (5) Evaluating and documenting any use of foreign-sourced materials when domestic alternatives are not reasonably available, are of unsatisfactory quality, or would increase the cost of the overall project in a manner inconsistent with sound procurement practices.

Endangered Species

- Eastern Indigo Snakes
 - Use updated 2024 Standard Protection Measures for Eastern Indigo Snakes to support a May Affect, Not Likely to Adversely Affect determination for this species.
- Tricolored Bats (*Perimyotis subflavus*)- This species is proposed to be listed as Endangered. There is a high likelihood of this species occurring within the project area year-round. Tricolored bats (TCB) have been documented using culverts and bridges as winter roosts and this project also requires tree clearing activities. Consulting on a proposed species is at the discretion of the Action Agency, if the Action Agency opts not to consult on this species at this time, consultation will need to be reinitiated once the final rule goes into effect. If you would like to consult on this species at this time, I make the following recommendations to facilitate an affect analysis:
 - Commit to surveying the culverts and bridge according the survey protocols approved by the Service which can be found here:
https://www.fws.gov/sites/default/files/documents/USFWS_Range-wide_IBat_%26_NLEB_Survey_Guidelines_2023.pdf
 - This survey protocol isn't specific to tricolored bats, but there is a lot of overlap and the document has this note "These protocols may also be used for tricolored bat (*Perimyotis subflavus*; TCB) presence/probable absence surveys using the NLEB level of effort (LOE) for the 2023 field season. The only differences are our definition of suitable summer habitat for tricolored bats (Appendix A), radio-tracking of TCB should prioritize identification of the immediate roosting area of the transmitted bat given the difficulty in locating the bats exact roosting location (Appendix D), emergence surveys for TCB is not a viable option given the variability in roosting locations (Appendix E), use of a 3-mile conservation buffer around TCB capture/detections and 1.5-mile buffer around TCB roost trees/areas for applying the Outer-tier Guidance (Appendix G), and internal surveys of potentially suitable hibernacula may be completed for TCB (Appendix H).
 - Commit to time of year restrictions on tree clearing to reduce impacts to TCBs during the non-volant pup season (May 1-July 15)

- Commit to no tree clearing will occur when day-time high temperatures are below 45 degrees

Failure to comply with these requirements may result in appropriate enforcement actions in accordance with applicable federal, state, and local regulations.

Build America Buy America

Pursuant to 2 CFR part 184.8, Build America, Buy America Act (BABA) preference does not apply to CDBG-DR, CDBG-NDR, or CDBG-MIT grants.

Inadvertent discoveries of a historic nature: Escambia County shall contact the Choctaw Nation of Oklahoma, the Poarch Band of Creek Indians, and the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333 if any inadvertent discoveries are made or prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area; the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. Project activities shall not resume without verbal and/or written authorization from all parties. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Addressing unanticipated environmental issues: Should a potential environmental issue arise during the grant period, it must be appropriately handled, with documentation placed in the ERR and provided to Florida Commerce upon resolution of the issue.

5. 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 acting 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 engaged 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.

6. 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

Lot 1: Administration Building

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(335) 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 Three Hundred Sixty-Five(365) 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.

Lot 2: Bus Transfer Terminal

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(270) 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 Three Hundred Sixty-Five(365) 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.

Lot 3: Fuel Station

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(270) 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 Three Hundred Sixty-Five(300) 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.

Lot 4: Bus Wash

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(270) 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 Three Three Hundred Sixty-Five(300) 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.

Lot 5: Maintenance Building

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(300) 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 Three Hundred Sixty-Five(365) 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.

Lot 6: ECAT Facility Site/Civil Construction

If you bid on this lot by itself, then the work included in this lot shall be substantially completed within Three Hundred Thirty-Five(30) 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 Sixty (6365) 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.

Lot 7: Complete Complex Bid

The work included in this agreement shall be substantially completed within Three Hundred Thirty-Five (335) 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 Three Hundred Sixty-Five (365) 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

Lot 1-6: Liquidated Damages amounts will depend on each individual bid and the FDOT Liquidated Damaged 26-27 file in attachments.

Lot 7: Complete Complex Bid

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 Five Thousand, Twenty-One Dollars (\$5,021.00) 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 six 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, 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.

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".

7. 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.

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.

8. 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.

9. 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.

10. Insurance for Construction Projects-Builders Risk

Contracts for substantial construction projects (new buildings and/or substantial renovations) should include **Builders Risk** and **Owners Protective Liability** coverage. Builders Risk coverage should reflect the entire project cost including soft costs and potential delays. Owners Protective provides coverage for the County during the course of construction for bodily injury and property damage claims arising from the construction project.

Limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate for the OPL would be minimums.

11. 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.

12. 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.

13. 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.

14. Pricing Table

LOT 1: ADMINISTRATION BUILDING CONSTRUCTION

Time for Completion for this lot is 300 Substantial and 330 Final. Liquidated Damages will depend on bid amount. See FDOT LD Amounts in Attachments. Please "NO BID" if you do not wish to bid on this lot.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Administration Building Construction	1	LS			
TOTAL						

LOT 2: MAINTENANCE BUILDING CONSTRUCTION

Time for Completion for this lot is 300 Substantial and 330 Final. Liquidated Damages will depend on bid amount. See FDOT LD Amounts in Attachments. Please "NO BID" if you do not wish to bid on this lot.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Maintenance Building Construction	1	LS			
TOTAL						

LOT 3 - PASSENGER TERMINAL TRANSFER CENTER CONSTRUCTION

Time for Completion for this lot is 270 Substantial and 300 Final. Liquidated Damages will depend on bid amount. See FDOT LD Amounts in Attachments. Please "NO BID" if you do not wish to bid on this lot.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Transfer Center Construction	1	LS			
TOTAL						

LOT 4: BUS WASH CONSTRUCTION

Time for Completion for this lot is 270 Substantial and 300 Final. Liquidated Damages will depend on bid amount. See FDOT LD Amounts in Attachments. Please "NO BID" if you do not wish to bid on this lot.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Bus Wash Construction	1	LS			
TOTAL						

LOT 5 - FUEL STATION CONSTRUCTION

Time for Completion for this lot is 270 Substantial and 300 Final. Liquidated Damages will depend on bid amount. See FDOT LD Amounts in Attachments. Please "NO BID" if you do not wish to bid on this lot.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Fuel Island and Bus Wash Building Construction	1	LS			
TOTAL						

LOT 6: NEW ECAT FACILITY SITE/CIVIL CONSTRUCTION

Time for Completion for this lot is 30 Substantial and 60 Final. Liquidated Damages will depend on bid amount. See FDOT LD Amounts in Attachments. Please "NO BID" if you do not wish to bid on this lot.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	ECAT Facility Site/Civil Construction, excluding existing Stormwater, see Scope of Work for additional details.	1	LS			
TOTAL						

LOT 7: COMPLETE COMPLEX BID

Time for Completion for this lot, which is the entire project, is 330 Substantial and 365 Final. Liquidated Damages will depend on bid amount. See FDOT LD Amounts in Attachments. Please "NO BID" each individual item if you do not wish to bid on this lot.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Complete Complex Bid	1	LS			
TOTAL						

ALTERNATE NO. 1: (DEDUCTIVE) ADMINISTRATION BUILDING

Partially build out/partially unfinish second floor per sheet A111 and associated engineering/building systems sheets. See drawing set. Since this is a DEDUCTIVE Alternate, enter a negative number.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Administrative Building (Deduction), as per Contract Documents	1	LS			
TOTAL						

ALTERNATE NO. 2: (DEDUCTIVE) MAINTENANCE BUILDING

Reduce two (2) structural bays (two stalls) from the bus garage and reduce one (1) structural bay (two stalls) from the small vehicle garage. At the bus garage, engineer the west end wall and exterior canopy to allow for a future expansion of two (2) structural bays at the west end. See drawing set. Since this is a DEDUCTIVE Alternate, enter a negative number.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Maintenance Building (Deduction), as per Contract Documents	1	LS			
TOTAL						

15. 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.

15.1. [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

15.2. [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, November 23, 2026 at 10:00 am addressed to:

Escambia County
Travis Simmons

213 Palafox Place

Pensacola, FL 32502

Please have the Bidder Name, Contract Title ("CDBG-DR HS004 New Escambia County Area Transit (ECAT) Facility"), and Contract Number ("PD 26-27.004") listed clearly on the outside of the envelope.

15.3. [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

15.4. [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

15.5. [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 26-27.004 Bid Form.pdf](#)

*Response required

15.6. [Anti Human Trafficking Affidavit - HB7063*](#)

Please download the below documents, complete, and upload.

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

*Response required

15.7. [References Form](#)

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

- [REFERENCES FORM.pdf](#)

15.8. Deletion of records form*

Deleted and Destroyed Documents Letter

PD PD 26-27.004 CDBG-DR HS004 New Escambia County Area Transit (ECAT) Facility

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

15.9. E-Verify Certification

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

- [E-Verify.pdf](#)

15.10. 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.

- [PD 26-27.004 Sworn Statemen...](#)

*Response required

15.11. Conflict of Interest Form

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

- [Conflict of Interest.pdf](#)

15.12. Drug-Free Workplace Form

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

- [Drug free workplace.pdf](#)

15.13. Information Sheet for Transactions and Conveyances Corporate Identification.

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

- [Information Sheet.pdf](#)

15.14. Scrutinized Companies Certification

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

- [Scrutinized Companies.pdf](#)

15.15. 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

15.16. Occupational License (If applicable per the Scope)

To include Escambia County Building and Inspection Department

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

15.18. 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

15.19. Required Federal document requirements.*

Please download the below documents, complete, and upload. Fill out Section 3 Business Application and Implementation Plan, even if your firm does not qualify as Section 3. Put N/A if your firm is not Section 3 on any applicable field.

- [Escambia County Section 3 C...](#)
- [Section-3-project-implement...](#)
- [Escambia County Section 3 B...](#)
- [Exhibit.FederalContractProv...](#)

*Response required

15.20. Proof of registration with the Federal System of Award Management (SAM)

*

*****This must be active at the time of submission and under the company name in which your bid is submitted.***** Upload your certification with your bid package

*Response required

15.21. Proposed List of Sub Contractors*

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

- [Subcontractor list Form.pdf](#)

*Response required

[15.22.Current W-9*](#)

Please upload here and as a part of your submission package

*Response required

[15.23.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