

ESCAMBIA COUNTY  
FLORIDA

**INVITATION TO BID**

**Hurricane Sally Building Repairs Downtown Complex  
(Ernie Lee Magaha, Parking Garage, Old Courthouse,  
Ordon's/Orvis)**

**SPECIFICATION NUMBER PD 20-21.070**

<p><b>Bids will be received until:</b> September 30, 2021 at 4:00 PM CST</p> <hr/> <p>Bid Delivery/Courier Address: 213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502</p> <p><b>OR</b> Upload Via <a href="https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration</a></p> <p><b>Bid Opening Audio &amp; Video:</b> <a href="#">Click Here</a> Bid Opening Audio Only: (863) 333-5817 Conference ID: 644 972 785 #</p>	<p><b>Non-Mandatory Pre-Solicitation Conference:</b> September 9, 2021 at 10:00 AM CST</p> <hr/> <p>Pre-Solicitation Audio &amp; Video: <a href="#">Click Here</a></p> <p>Pre-Solicitation Audio Only: (863) 333-5817</p> <p>Conference ID:101 328 985#</p>
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**Board of County Commissioners**

Robert D. Bender, Chairman  
Jeff Bergosh, Vice Chairman  
Lumon J. May  
Douglas B. Underhill  
Steven Barry

**Purchasing Contact:**

Randy Burns  
Purchasing Manager  
Tel: 850-595-4918  
Email: [srburns@myescambia.com](mailto:srburns@myescambia.com)

Office of Purchasing  
2nd Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502

**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

**Notice**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

## Bidder's Checklist

**HOW TO SUBMIT YOUR BID:**

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will not be accepted and will be returned unopened (as applicable).

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:**

- Proposal Response: One (1) Original Bid Form which shall contain an original (wet) signature and one (1) electronic copy via flash drive **OR** a complete response uploaded via Vendor Registry.
- Bid Surety (bond, cashier's check, etc.). For firms electing to submit their response via Vendor Registry, the Bid Bond from the insurer can be uploaded with the bid response. All Bid Surety Checks shall be delivered to the Office of Purchasing prior to the Bid Due Date and Time.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- E-Verify Form
- Conflict of Interest Form

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

**THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:**

- Certificate of Insurance
- Payment and Performance Bonds

**HOW TO SUBMIT A "NO BID":**

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope.

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## Intended Solicitation Schedule

Posting Date	8/27/2021
Pre-Bid Meeting via TEAMS	9/9/2021 @ 10:00 AM CDT
Cut-off for Questions	End of day 9/13/2021
Addendum Answering Questions Posted	9/16/2021
Due Date/Time for Bids	9/30/2021 @ 4:00 PM CDT
Award	TBD

# SIGN AND RETURN THIS FORM WITH YOUR BID\*

<p><b><u>SOLICITATION AND OFFER FORM</u></b>  <b>SUBMIT OFFERS TO:</b>  <b>Randy Burns</b>  <b>Purchasing Manager</b>                  Office of Purchasing, 2nd Floor, Room 11.101                  213 Palafox Place, Pensacola, FL 3250                  Phone: 850-595-4918                  Email: <a href="mailto:srburns@myescambia.com">srburns@myescambia.com</a>                  Or                  Via Vendor Registry Upload</p>	<p><b>ESCAMBIA COUNTY, FLORIDA</b></p> <p><b>Invitation to Bid</b></p> <p><b>ELM, Old Courthouse, Parking Garage Complex, Ordon's/Orvis Building Hurricane Repairs</b></p> <p><b>Solicitation Number PD 20-21.070</b></p>
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### Solicitation

**POSTING DATE:** 8/27/2021

**PRE-SOLICITATION CONFERENCE:** A Non-Mandatory Pre-Solicitation Conference will be held online via Microsoft Teams and will be hosted in the Office of Purchasing at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, September 9, 2021.

**OFFERS WILL BE RECEIVED UNTIL:** 4:00 PM CDT, September 30, 2021, and may not be withdrawn within **90** days after such date and time.

#### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

### OFFER (SHALL BE COMPLETED BY OFFEROR)

<p><b>Delivery Date will be _____ days after receipt of purchase order</b></p> <p><b>Person to Contact Concerning this Bid: _____</b></p> <p><b>Vendor Name: _____</b></p> <p><b>Address: _____</b></p> <p><b>City, ST. &amp; Zip: _____</b></p> <p><b>Phone: (____) _____</b></p> <p><b>Toll Free: (____) _____</b></p> <p><b>Fax: (____) _____</b></p> <p><small>I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.</small></p>	<p style="text-align: center;"><b>Reason for No Offer</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><b>Bid Bond Attached:</b></p> <p style="text-align: center;">\$ _____</p> <p style="text-align: center;">_____ <small>(Name and Title of Person Authorized to Sign Offer)</small></p> <p style="text-align: center;">* _____ <small>Signature of Person Authorized to Sign Offer (Original Signature Required)</small></p> <p style="text-align: center;"><i>* Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.</i></p>
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### **Bid Form**

**Lot 1 Lum Sum Total \$** \_\_\_\_\_

**Lot 2 Lum Sum Total \$** \_\_\_\_\_

**Total Lump Sum Cost Lot 1 & Lot 2 \$** \_\_\_\_\_

- If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an "X" in the blank (**Sec. 46-110.-Local Preference in Bidding**).

**CONTRATOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Addendum # \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Addendum # \_\_\_\_\_ Date \_\_\_\_\_

**SEAL IF BID IS BY CORPORATION**  
**(PLEASE TYPE INFORMATION BELOW)**

State of Florida Department of State Certificate of Authority Document Number: \_\_\_\_\_

Occupational License Number: \_\_\_\_\_

Florida DBPR Contractor’s License, Certification, and/or Registration Number: \_\_\_\_\_

Type of Contractor’s License, Certification, and/or Registration: \_\_\_\_\_

Expiration Date:

County Permits/Fees Required for this Project:

<b>Person to Contact Concerning This Bid:</b>	<b>Person to Contact for Emergency Service:</b>
<b>Name:</b> _____	<b>Name:</b> _____
<b>Phone:</b> _____	<b>Phone:</b> _____
<b>E-Mail:</b> _____	<b>E-Mail:</b> _____

Attached to bid you shall find a bid bond, cashier’s check, or certified check (circle one that applies) in the amount of 5% of the total bid cost submitted.

A Bid Bond of 5% of the total bid cost submitted shall be furnished by each Bidder. Bidder further acknowledges that at the discretion of the County, all of the work outlined above may not be required. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

The work shall be substantially completed within the following time frames:

*LOT 1: Substantial completion within 60 calendar days of Notice to Proceed and punch list items completed within 30 days of substantial completion for a 90-day total project completion time.*

*LOT 2: Substantial completion within 115 calendar days of Notice to Proceed and punch list items completed within 30 days of substantial completion for a 145-day total project completion time.*

*LOTs 1&2: Substantial completion within 205 calendar days of Notice to Proceed and punch list items completed within 30 days of substantial completion for a 235-day total project completion time.*

The Bidder agrees to fully complete all work included in the SOW within the days provided above. **Liquidated Damages of Six Hundred Forty-Eight Dollars (\$648.00) will be assessed for each day that the completion of LOT 1 is delayed and Fifteen Hundred Thirty-Two Dollars (\$1,532.00) will be assessed for each day that the completion of LOT 2 is delayed.** All work to be accomplished under this bid shall be the responsibility of the Bidder, and failure of any subcontractor(s) to perform shall not relieve the Bidder of any Liquidated Damages.

Certification Regarding E-Verify System

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following: 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 term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. 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. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

In the event performance of this Agreement is or will be funded using state or federal funds, the Contractor hereby further certifies compliance with the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to perform work pursuant to the Agreement; and (4) include these requirements in any related subcontracts. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

CONTRACTOR:

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

Title: \_\_\_\_\_  
Printed

Date: \_\_\_\_\_

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**Names and Addresses of Proposed Subcontractors to be Utilized for Work on this Project:**

- 1.
- 2.
- 3.
- 4.



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(Print Name of Public Entity)

By \_\_\_\_\_  
(Print Individual's Name and Title)

For \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:  
\_\_\_\_\_  
\_\_\_\_\_

And, if applicable, its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the Individual signing this  
sworn statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_\_. Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Notary Public: State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

**Check One:**

- \_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.
- \_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information sheet for Transactions and Conveyances Corporate Identification**

(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

**Is this a Florida Corporation:**

Yes or No

**If not a Florida Corporation:**

In what state was it created: \_\_\_\_\_

Name as spelled in that state: \_\_\_\_\_

**What kind of Corporation is it:**

“For Profit” or “Not for Profit”

**Is it in good standing:**

Yes or No

**Authorized to transact business in Florida:**

Yes or No

**State of Florida Department of State Certificate of Authority Document Number:** \_\_\_\_\_

**Does it use a registered fictitious name:**

Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As Used in Florida):**

\_\_\_\_\_

(Spelled Exactly as it is Registered with the State or Federal Government)

**Corporate Address:**

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Please complete this form on the following page.**

**Information sheet for Transactions and Conveyances Corporate Identification**  
(Page 2 of 2)

**Federal Employer Identification Number:** \_\_\_\_\_

**Contact Person for the Company:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

**Name of Individual Who Will Sign the Instrument on Behalf of the Company:**

\_\_\_\_\_  
(Spelled exactly as it would appear on the instrument.)

**Title of the Individual Named Above Who Will Sign on Behalf of the Company:**

\_\_\_\_\_

**END**

**Verified By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS**

**County General Terms and Conditions are attached as Exhibit A to this solicitation.**

**Note:** Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

**SPECIAL TERMS AND CONDITIONS**

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

**Instructions to Offerors**

**1. General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

**Specification Number PD 20-21.009, Hurricane Sally Building Repairs Downtown Complex (Ernie Lee Magaha, Parking Garage, Old Courthouse, Ordon's/Orvis),  
Name of Submitting Firm, Date and Time Due.**

**Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.**

**OR**

**Uploaded via Vendor Registry at:**

<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration>

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Bids offered or received after the time set for solicitation closing will be rejected. Hard copy submissions will be returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

**A. Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined

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

**B. 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**C. Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**2. Scope of Work**

**NOTICE**

**This solicitation and resulting contract are being funded, in part, by FEMA grant. FEMA required terms, conditions and clauses are included as Exhibit B. Should there be any conflict between County and FEMA terms, conditions and clauses, the most stringent shall apply.**

**LOT 1 Old Courthouse Building – 223 Palafox Place, Pensacola , FL**

**GENERAL**

It is the responsibility of the Contractor to investigate to the fullest extent the existing conditions and scope recommendations associated with this project prior to submitting a bid. All construction and construction actions shall comply with any and all Escambia County, local, and state safety codes/requirements.

Contractor shall supply, receive, off-load, and maintain all materials and equipment needed to support and achieve the work described above.

All equipment necessary to perform the work shall be provided by the Contractor. The use of Escambia County's equipment and personnel are not permitted.

The Contractor shall protect the building components and surrounding property from any damage directly, or indirectly, related to the construction activities and provide all construction barriers required by this work to protect the Contractors and Escambia County's property and personnel. The Contractors bid shall be inclusive of all mobilization, safety, overhead equipment, materials installation equipment, personnel and profit fees to perform the work described.

The contractor is required to verify all existing conditions referred to in the document and take steps necessary for compliance with the recommendations and specific drawing details.

LOT 1 is registered with the Florida State Historical Preservation Office and construction shall comply with the Historic Preservation's latest requirements. The contractor shall keep accurate records of all materials removed, stored, and/or disposed of. The record shall have at least, but not limited to, a detailed description of the material, where the materials are stored/disposed of, and GPS coordinates of stored and/or disposed materials.

#### **EXISTING CONDITIONS – ROOF**

Central Sloped Roof – Approximately fifty (50) 12" x 12" square slate tiles were observed to be missing or damaged. A six (6) linear foot section of copper flashing was observed to be damaged and pulling away from its substrate.

West Facing Low-Slope Roof – Three (3) 5" x 5" single ply, TPO patches were observed in this area. *Work completed prior to observation.*

East Facing 2<sup>nd</sup> Floor Balcony – Twelve (12) 12" x 4" single ply, TPO patches were observed in this area. *Work completed prior to observation.*

Central Low-Slope Roof – One aluminum flagpole, approximately 50' high and its components were observed to be damaged, one 3' x 4' section of sheet metal base cover was also damaged.

#### **WORK DESCRIPTION - ROOF**

Work includes furnishing all materials, labor, and equipment necessary and required for the completion of the application of roofing as indicated on the construction drawings and specified herein. The scope of work includes, but is not necessarily limited to, the following items:

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation



as per all manufacturers' recommendations that apply.

2. Removed components should be removed from the job site to be properly disposed of while keeping proper cleanliness on the job site.
3. Remove and replace all damaged or broken square slate tiles with like kind and quality. A historic slate tile specialist will more than likely be required for acquisition of material and proper removal and installation.
4. Remove and replace one (1) six linear foot section of copper ridge flashing with like kind and quality material. An iron rail is located atop this flashing, bid to detach and reset to properly access damaged flashing.
5. Central sloped roof appeared to exceed 10/12 pitch. Fall protection may be required in this area.
6. Remove and replace damaged flagpole and components with like kind, quality, and design. Damaged flashing at base of flagpole shall be replaced with 316 stainless steel flashing of like design, due to close proximity to Gulf of Mexico and salt laden air.

#### **EXISTING CONDITIONS – VERTICAL ELEVATIONS**

East Elevation – Fourteen (14) 3' x 3' x 5' fabric awnings were observed to be damaged. Eight (8) awnings have missing fabric, one of which has the metal frame missing as well; six (6) awnings have damaged fabric in place.

South Elevation – Eight (8) 3' x 3' x 5' and two (2) 3' x 6' x 5' fabric awnings were observed to be damaged. Three (3) 3' wide awnings were observed to be missing fabric and metal tube frame. Two (2) 6' wide awnings are missing fabric only. Three (3) 3' wide awnings have fabric in place which is damaged.

West Elevation – One (1) 3' x 6' lumber frame, double hung, historic attic window was observed to be damaged.

#### **WORK DESCRIPTION – VERTICAL ELEVATIONS**

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers' recommendations that apply.
2. Remove all moisture damaged components from the locations as specified in "EXISTING CONDITIONS".
3. Removed components should be removed from the job site to be properly disposed

of while keeping proper cleanliness on the job site.

4. Remove and replace twenty-two (22) fabric canvas, metal tube frame awnings at the aesthetic choosing of the owner. Ensure proper sealant application as required at masonry façade abutments. Removed components should be removed from the work area and properly disposed of. This work area will require aerial equipment. Bid accordingly for overhead repair and safety. Remove all transportable Escambia County property from below the work area to prevent damage. Employee/pedestrian access should be rerouted or provide a temporary safety enclosure if directly below or toward the perimeter of work area(s).
5. Remove all damaged components from the historic attic window located on the West elevation. Damaged components shall be replaced with kiln dried lumber to match existing members and opaque single pane glass closest to match.

#### **EXISTING CONDITIONS – INTERIOR FINISHES**

Art Gallery (1<sup>st</sup> Floor) – Moisture damage was observed in the Northwest elevation to a 15' x 8' section of vertical gypsum wall and 10.5" x 8' section of lumber base board. Moisture damage was observed in Northwest elevation to an 8' x 12' section of gypsum ceiling. Moisture damage was observed in Northwest elevation to an 8' x 3' section of lumber tongue and groove flooring. Moisture damage was observed in the Northwest elevation to a 15' x 2.5' section of gypsum column chase.

#### **WORK DESCRIPTION – INTERIOR FINISHES**

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers' recommendations that apply.
2. Remove all moisture damaged components from the locations as specified in "EXISTING CONDITIONS".
3. Removed components should be removed from the job site to be properly disposed of while keeping properly cleanliness on the job site.
4. Once the existing components have been removed the adjacent structural components, such as light gauge framing, should be assessed for additional damages or areas of concern.
5. Remove 24 SF of moisture damaged tongue and groove flooring and replace with new tongue and groove flooring of like kind and quality per manufacturer recommendations in the Art Gallery.

6. Remove 120 SF of moisture damaged gypsum and replace with new industry standard, interior grade, gypsum on the vertical wall in the Art Gallery per manufacturer recommendations (thickness to match existing). Ensure proper fastener patterns as recommended by the manufacturer. Ensure new components meet all required fire/combustion codes.
7. Remove and replace one (1) 8' x 10.5" section of lumber base board in the Art Gallery and replace with material of like kind and quality. Ensure proper fastener patterns per manufacturer recommendations.
8. Remove 96 SF of moisture damaged gypsum and replace with new industry standard, interior grade, gypsum to the ceiling of the Art Gallery per manufacturer recommendations (thickness to match existing). Ensure proper fastener patterns as recommended by the manufacturer. Ensure new components meet all required fire/combustion codes.
9. Remove 37.5 SF of moisture damaged gypsum and replace with new industry standard, interior grade, gypsum to the column chase in the Art Gallery per manufacturer recommendations (thickness to match existing). Ensure proper fastener patterns as recommended by the manufacturer. Ensure new components meet all required fire/combustion codes.
10. Metal corner beads should be installed per manufacturer recommendations at all 90° gypsum joints/angle changes.
11. All interior gypsum should then be finished and painted as aesthetically desired by the owner.

### **QUALITY CONTROL**

The individual designated as the roofing job foreman or superintendent must have a minimum of five (5) years' experience in the relevant trade with specific experience and certification from the manufacturer of the approved components. The designated person must be familiar with the Plans and Specifications, and other documents affecting the technical portion of the work. Copies of these documents must always be on the job site and available for reference.

Proceed with work only when existing and forecasted weather conditions are favorable to permit a unit of work to be installed in accordance with manufacturers and warranty requirements. Do not expose vulnerable materials or building structure components subject to water or ultraviolet damage in quantities greater than what can be weatherproofed during the same day of exposure.

The Contractor shall establish and maintain an inspection procedure to assure compliance of the work with the plans and specifications.

The Quality Control individual shall provide the Owner and Consultant with daily reports in numerical sequence for all calendar days worked during the project.

The reports shall be transmitted to the Owner and Consultant no later than 24hrs after each work shift. Each report should contain a minimum of:

1. Schedule and weather; shifts start/end time for the day; number, craft and skill level of workers on site.
2. Compliance of material verification before installation.
3. Inspection of substrates and equipment before application work.
4. Physical condition inspection of all internal components before application work.
5. Other comments or special occurrences.

Any work or material not in compliance with the plans, specifications, and change orders shall be marked and be immediately removed from the project.

### **QUALITY ASSURANCE**

The Owner has the right to provide Quality Assurance Inspections. The Owner shall be fully responsible for the cost of Quality Assurance.

The contractor is responsible for providing a manufacturer's representative to observe the roof at substantial completion.

**LUMP SUM COST FOR LOT 1 SHALL BE ENTERED IN APPLICABLE SPACE ON THE SOLICITATION AND OFFER FORM ON PAGE 7.**

**LOT 1 work shall be fully completed 90 calendar days after issuance of Notice to Proceed.**

#### **LOT 2 ELM Building, Parking Garage Complex, Ordon's/Orvis Building**

##### **A. Ernie Lee Magaha Building – 221 Palafox Place, Pensacola, FL**

#### **GENERAL**

It is the responsibility of the Contractor to investigate to the fullest extent the existing conditions and scope recommendations associated with this project prior to submitting a bid. All construction and construction actions shall comply with any and all Escambia County, local and state safety codes/requirements.

Contractor shall supply, receive, off-load and maintain all materials and equipment needed to support and achieve the work described above.

All equipment necessary to perform the work shall be provided by the Contractor. The use of Escambia County's equipment and personnel are not permitted.

The Contractor shall protect the building components and surrounding property from any damage directly or indirectly related to the construction activities and provide all construction barriers required by this work to protect the Contractors and Escambia County's property and personnel. The Contractors bid shall be inclusive all mobilization, safety, overhead equipment, materials installation equipment, personnel and profit fees to perform the work described.

LOT 2A construction should be completed within 15 days.

The contractor is required to verify all existing conditions referred to in the document and take steps necessary for compliance with the recommendations and specific drawing details.

### ***LOW-SLOPE ROOF***

#### ***EXISTING CONDITIONS -***

The current roof assembly is an **approximately** 34,000 sqft, low slope roof. The layers appeared to be; single ply membrane (PVC), substrate board, polyisocyanurate insulation, and a metal deck. The roof's drain basins were noted to be derived from the structural components, per provided roof as-builts. The crickets throughout the roof area were derived from tapered insulation. The roof drained via thru-roof drains with adjacent overflow drains slightly elevated.

The roof perimeter had a 46" high parapet wall around the entire perimeter of the roof. The perimeter walls were noted to have a metal cleat and coping system. The metal cleat and coping system was noted to be detached on the entirety of the South perimeter and 25 linear feet was damaged on the East perimeter. Five (5) 70' x 4' lumber substrate mansards were observed on the roof area. Three (3) on the primary roof area and two (2) on the Eastern auxiliary roof area.

The roof abuts a concrete fascia of an adjacent building (old courthouse) that will likely require complex detailing due to the historic nature of the old courthouse building.

Existing roof penetrations included the following; twenty-two (22) through roof drains with 4" metal throats, one (1) 25'x 8" expansion joint, eight (8) HVAC vents, two (2) HVAC condensers on lumber sleeper blocks, five (5) pipe vents, one (1) water conduit, five (5) curbs, one (1) roof hatch, and two (2) CMU penthouses. The South East penthouse was observed to be 168" x 86" x 56". The central penthouse was observed to be 117" x 86" x 58".

The existing roof system was observed to have numerous patches, indicating potential moisture intrusion within the system. The contractor should make all preparations for potentially wet existing roof components.

#### ***WORK DESCRIPTION-***

Work includes furnishing all materials, labor and equipment necessary and required for the completion of the application of roofing as indicated on the construction drawings and specified herein. The scope of work includes but is not necessarily limited to the

following items:

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers' recommendations that apply.
2. The existing roof system should be removed down to the structural metal decking. Remove all debris and roof materials from the roof area and properly dispose of. Retaining proper cleanliness while retaining all loose debris from becoming airborne is required. Once removed the metal deck should be assessed for adverse moisture damages. Any metal decking with significant moisture damage should be removed and replaced with like kind and quality. Bid metal as a unit price.
3. Once the existing roof system has been removed the lumber mansards should be assessed for adverse moisture damages. Any lumber sheathing with significant moisture damage should be removed and replaced with like kind and quality. Bid lumber as a unit price.
4. Proper transportation of the roofing materials from the staging area to the work area must be performed in a manner where no damage to the materials or Escambia County property occurs during relocation. ***The building's roof height is approximately 60' feet from the ground at its highest point. Only personnel access is available via roof hatch. It is anticipated that material transport to the roof area will be performed from the properties North parking lot.*** Bid accordingly for overhead safety. Remove all transportable Escambia County property from below the work area to prevent damage. Employee/pedestrian access should be rerouted or provide a temporary safety enclosure if directly below or toward the perimeter of work area(s).
5. The replacement roof system shall be from Johns Manville or a comparable roofing manufacturer. All relevant roofing components shall be provided from the same manufacturer and approved by said manufacturer.
6. Install poly-isocyanurate per manufacturer recommendations. Per the Florida Building Code, 7<sup>th</sup> Addition a minimum R-value of R-25 is required (approx. 4.5" of polyiso insulation). Ensure insulation joints (horizontal and vertical) are properly staggered a minimum of 6" to prevent thermal bridging. Design drainage/taper system to ensure positive drainage with no standing water occurrence within a 48-hour period following a rain event. Cricket length to width ratio should not exceed 3:1. Adjust **flashing/curb heights as needed to ensure 8" minimum flashing heights throughout the roof area.**
7. Install fiberglass faced gypsum substrate boards per manufacturer recommendations. Ensure board joints are staggered a minimum of 6". Any boards cracked or broken during the installation process should be removed and replaced.
8. Roof insulation and cover board should be installed via low-rise SPF adhesive foam. The roof assembly number and adhesive spacing patterns should be provided by the roofing manufacturer to meet required wind loads. Preliminary design pressures are as follows; Zone 1' – 105.8 PSF, Zone 1 – 164.2 PSF, Zone 2 – 208.0 PSF Zone 3 – 273.7 PSF. Note these are preliminary calculations and are subject to change.

9. Install new 60 mil TPO membrane per manufacturer installation recommendations. Ensure proper membrane lapping so that water flows over membrane laps rather than into them. Ensure a minimum 1 ½" wide heat weld at laps.
10. Install pressure treated lumber nailers if/where applicable to repair/replace any damaged lumber. Nailers should be at proper height to accommodate ¼" per 12" taper design. Utilize 316 stainless steel fasteners for nailer attachment. Install a self-adhered bond break between pressure treated wood and metal if required by the metal manufacturer. High copper volume in the pressure treated could cause galvanic action (corrosion). Include unit price for lumber in bid to accommodate any unforeseen need for additional lumber.
11. Install new Galvalume coping cleat along all parapet perimeters. A Kynar coated aluminum coping cap should then be installed/fastened atop the cleat. Ensure the new roof membrane saddles the parapet wall prior to coping cleat cap installation. Ensure proper overlap and commercial grade low modulus sealant application at coping cap joints. Apply commercial grade low modulus sealant at all coping fastener penetrations
12. Remove and replace all curb flashing with new 316 stainless steel flashing components. Ensure new curb flashing possesses a hemmed drip edge. See detail herein. New membrane should transition up and over curb substrate prior to metal flashing application.
13. The roof's field membrane should transition up the two (2) CMU penthouses a minimum of 8" and be terminated via termination bar. A 316 stainless steel 2-piece reglet flashing (min ¾" deep) should then be installed in the CMU substrate, covering said termination. The remainder of the penthouse should be cleaned and prepped per manufacturer recommendations to receive a breathable, elastomeric waterproof coating (color designated by owner). A self-adhered waterproof membrane should then be installed atop the penthouse "roof" followed by a 316 stainless steel cap.  
*See detail herein*
14. Remove the existing roof to concrete fascia abutment flashing (at old courthouse) and replace with a new 316 stainless steel 2-piece reglet clip flashing (min ¾" deep). Seal the top horizontal flashing termination and vertical plane fastener penetrations using a compatible, commercial grade low modulus sealant. Ensure proper side lapping of flashing stalks and sealant bleed out at flashing laps. Flashings should be at proper height to accommodate 1/4" per 12" taper design. *See detail herein*
15. The twenty-two (22) verified drain bowl conditions appeared to be corroded but in working order. Bid to install retrofit drains at all verified existing drain locations within the roof area. This will be to accommodate the new roof elevation required to meet R-Value code, as the retrofit drain should have a 12" minimum insert depth.
16. The lumber sleeper blocks currently supporting the HVAC condensers should be removed and replaced with metal racks elevated via stanchions.
17. All vertical through roof penetrations including pipe vents and HVAC rack stanchions should be flashed utilizing a properly sized TPO boot. Ensure application adheres to

all manufacturer recommendations. Any irregular or non-rigid HVAC conduit penetrations should be flashed with a two-part pan filled with a pourable polymer.  
*See detail herein*

18. After completion of new roof installation, a walkthrough of the roof shall be performed in an attempt to locate or remediate any observed deficiencies.

## **INTERIOR FINISHES**

### **EXISTING CONDITIONS**

Atrium - Moisture damage was observed to approximately 30 sq ft of gypsum located on the South elevation of the atrium below the second story window. Approximately 30 linear feet of lumber base molding was observed to be damaged at the floor to storefront window abutment on the East elevation of the atrium.

Room 3105 – Moisture damaged base molding (4” height)

Room 3306B – Moisture damaged gypsum wall

Room 6201 – Damaged glazing to frame gasketing.

Room 7201 – Moisture damage was observed to the gypsum windowsill returns. Damaged glazing to frame gasketing.

Room 7203 – Moisture damage was observed to the gypsum windowsill returns. Damaged glazing to frame gasketing.

Room 7205 – Damaged glazing to frame gasketing.

### **WORK DESCRIPTION-**

Work includes furnishing all materials, labor and equipment necessary and required for the completion of the application of roofing as indicated on the construction drawings and specified herein. The scope of work includes but is not necessarily limited to the following items:

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers’ recommendations that apply.
2. Remove all moisture damaged components from the locations as specified in “EXISTING CONDITIONS”.
3. Removed components should be transported from the job site to be properly disposed of while keeping proper cleanliness on the job site.
4. Once the existing components have been removed the adjacent structural



components, such as light gauge framing and the window rough in sills, should be assessed for additional damages or areas of concern.

5. Remove and replace 30 linear feet of lumber trim around the store front window at the East elevation of the atrium. New trim should be of like kind and quality installed per manufacturer recommendations.
6. Install 11 linear feet of new base molding in room 3105 with like kind and quality per manufacturer recommendations.
7. Patch moisture damaged gypsum in room 3306B. Ensure new components meet all required fire codes. The gypsum should then be properly finished and painted to match adjacent components (125 square feet).
8. Install 37 linear feet of new glazing gasketing (glass to jamb framing) per manufacturer recommendations in room 6201.
9. Install 22 linear feet of new glazing gasketing (glass to jamb framing) per manufacturer recommendations in room 7201.
10. Install 22 linear feet of new glazing gasketing (glass to jamb framing) per manufacturer recommendations in room 7203.
11. Install new industry standard gypsum at the 4' window sill returns in rooms 7201 and 7203 per manufacturer recommendations (thickness to match existing). This will likely require detaching and resetting the existing storm shutters. Ensure new components meet all required fire/combustion codes.
12. Install 30 sqft of new industry standard gypsum below the 2<sup>nd</sup> story window on the South elevation of the atrium per manufacturer recommendations (thickness to match existing). Ensure new components meet all required fire.
13. Metal corner beads should be installed per manufacturer recommendations at all 90\* gypsum joints/angle changes.
14. All interior gypsum should then be finished and painted as aesthetically desired by the owner.

### **CEILING TILES**

1. Atrium- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (30 square feet)

2. Processing/ Waiting Area- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
3. Area Near 2311- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
4. 2314- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
5. 0403- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (4 square feet)
6. Level 1 Elevator Lobby- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
7. Employee Entrance- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
8. Level 2 Elevator Lobby- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
9. Employee Gym- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
10. 8205- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
11. 8402- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (32 square feet)
12. 8405- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
13. 8406- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (20 square feet)
14. 9202- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
15. 9303- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
16. 9403- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
17. 3101A- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
18. SE Hall Near 3101A- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (28 square feet)

19. Employee Hall Outside 3101A- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
20. 3105- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (4 square feet)
21. 3401- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
22. 3501- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
23. 3605- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (4 square feet)
24. 3701- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
25. 3703- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (4 square feet)
26. 3905- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (4 square feet)
27. 31105- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (48 square feet)
28. 1101E- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
29. 1103A- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (28 square feet)
30. 1103B- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
31. 1103C- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
32. 1103D- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
33. 1103D/E Corridor- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
34. 1103E- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (28 square feet)
35. 6101- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (16 square feet)
36. 6105- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant

- paper faced batt insulation (28 square feet)
37. 6105/6110 Corridor- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
  38. 6201- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (20 square feet)
  39. 12106- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (20 square feet)
  40. 1207C- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
  41. 12108 Lobby- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (20 square feet)
  42. 12110- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
  43. 12115- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (40 square feet)
  44. SE Hall- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (4 square feet)
  45. 7101- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
  46. 7106- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
  47. 7203- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (8 square feet)
  48. NE Hall Near 7100/7300- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (12 square feet)
  49. 0.605 Meeting- remove and replace 2' x 2' suspended acoustic ceiling tiles and code compliant paper faced batt insulation (4 square feet)

### **QUALITY CONTROL**

The individual designated as the roofing job foreman or superintendent must have a minimum of five (5) years' experience in the roofing trade with specific experience and certification from the manufacturer of the approved roofing system. The designated person must be familiar with the Plans and Specifications, and other documents affecting the technical portion of the work. Copies of these documents must always be on the job site and available for reference.

Proceed with work only when existing and forecasted weather conditions are favorable to permit a unit of work to be installed in accordance with manufacturers and warranty requirements. Do not expose vulnerable materials or building structure components subject to water, temperature, or ultraviolet damage in quantities greater than what can be weatherproofed during the same day of exposure.

The Contractor shall establish and maintain an inspection procedure to assure compliance of the work with the plans and specifications.

The Quality Control individual shall provide the Owner and Consultant with daily reports in numerical sequence for all calendar days worked during the project.

The reports shall be transmitted to the Owner and Consultant no later than 24hrs after each work shift. Each report should contain a minimum of:

1. Schedule and weather; shifts start/end time for the day; number, craft and skill level of workers on site.
2. Compliance of material verification before installation.
3. Inspection of substrates and equipment before application work.
4. Physical condition inspection of all drains, walls and curbs before application work.
5. Inspection of membrane placement, sheets, stagger of insulation, and laps.
6. Other comments or special occurrences.

Any work or material not in compliance with the plans, specifications, and change orders shall be marked and be immediately removed from the project.

### **QUALITY ASSURANCE**

The Owner has the right to provide Quality Assurance Inspections. The Owner shall be fully responsible for the cost of Quality Assurance.

The contractor is responsible for providing a manufacturer's representative to observe the roof at substantial completion.

#### **B. PARKING GARAGE COMPLEX – 49 West Intendencia St., Pensacola, FL**

##### **GENERAL**

It is the responsibility of the Contractor to investigate to the fullest extent the existing conditions and scope recommendations associated with this project prior to submitting a bid. All construction and construction actions shall comply with any and all Escambia County, local, and state safety codes/requirements.

Contractor shall supply, receive, off-load, and maintain all materials and equipment needed to support and achieve the work described above.

All equipment necessary to perform the work shall be provided by the Contractor. The use of Escambia County's equipment and personnel are not permitted.

The Contractor shall protect the building components and surrounding property from any

damage directly or indirectly related to the construction activities and provide all construction barriers required by this work to protect the Contractors and Escambia County's property and personnel. The Contractors bid shall be inclusive of all mobilization, safety, overhead equipment, materials installation equipment, personnel and profit fees to perform the work described.

LOT 2B shall be completed within 40 calendar days.

The contractor is required to verify all existing conditions referred to in the document and take steps necessary for compliance with the recommendations and specific drawing details.

### **EXISTING CONDITIONS -**

The Parking Garage building site encompasses an approximate 36,000 square foot footprint. Located at the corner of West Intendencia Street and South Baylen Street, the Parking Garage is stationed adjacent to the Ernie Lee Magaha County Commissioner Office building in Pensacola, Florida. It is a four (4) story parking structure serving as a public parking facility. Built in 2006, the Parking Garage is structured predominantly from concrete and clad in stucco and masonry. There is an elevator and staircase in the southwest corner of the structure.

There is a barrier cable system in place that encircles the full length of the perimeter. The parapet walls are double studded and covered with a gypsum cover board and underlayment material. The exterior and interior walls along this portion of the structure were observed to be stucco with sheet metal coping cap atop the parapet walls.

Damages to the existing structure included approximately 70 linear feet of damaged/missing metal coping cap and cleating. Below the coping cap appeared to be a gypsum substrate board that was also damaged/detached from its substrate. The removal of these fore mentioned components exposed the wall cavity, metal framing, and façade substrate adjacently below the coping cap. The metal framing and façade substrate board components were noted to be adversely affected by moisture exposure, requiring removal and replacement.

*\*No information was provided to Thompson Engineering on the structure's pre-storm design and fabrication.*

### **WORK DESCRIPTION-**

Work includes furnishing all materials, labor, and equipment necessary and required for the completion of the application of roofing as indicated on the construction drawings and specified herein. The scope of work includes but is not necessarily limited to the following items:

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers' recommendations that apply.

2. The existing wall cladding system and coping remnants should be removed (exposing the internal stud walls) along all areas with parapet damages. Removed components should be removed from the work area and properly disposed of. **The work area is approximately 55' from ground elevation and will require aerial equipment. Bid accordingly for overhead repair safety. Remove all transportable Escambia County property from below the work area to prevent damage. Employee/pedestrian access should be rerouted or provide a temporary safety enclosure if directly below or toward the perimeter of work area(s).**
3. Once all cladding and substrate boards have been removed, the interior and exterior metal stud walls should be removed and properly disposed of.
4. Two new stud walls comprised of like kind and quality metal framing should be reinstalled where the previously existing metal stud walls were removed. The framing should be attached adhering to all building codes and manufacturer recommendations.
5. A new industry standard fiberglass faced, exterior grade, gypsum substrate board should then be installed, per manufacturer recommendations, over the newly installed interior and exterior stud walls.
6. Install new paper backed lath (paper backing to serve as moisture barrier) atop the gypsum substrate per manufacturer recommendations.
7. Install new traditional three (3) coat stucco system (scratch coat, brown coat, finish coat) with an elastomeric coating to match the existing aesthetics of the structure. Ensure all stucco layers and coatings are installed per manufacturer recommendations.
8. Once the stucco wall façades have been installed, a lumber nailer should be installed atop the parapet wall, sized accordingly. Due to the structure's proximity to the coast, it is recommended that 316 stainless steel fasteners be utilized for lumber nailer attachment. A self-adhered membrane should then be installed atop the lumber nailer to serve as additional waterproofing and a bond break for the new metal coping system.
9. Install new Galvalume cleating along the top of the parapet per manufacturer recommendations. A new Kynar coated aluminum coping cap should then be installed per manufacturer recommendations. Note the coping cleat should be a minimum of 1 Gauge thicker than the coping cap metal. Ensure proper lapping of coping joints and ensure proper sealant application as required.

## QUALITY CONTROL

The individual designated as the job foreman or superintendent must have a minimum of five (5) years' experience in the relevant trade with specific experience and certification from the manufacturer of the approved components. The designated person must be familiar with the Plans and Specifications, and other documents affecting the technical portion of the work. Copies of these documents must always be on the job site and available for reference.

Proceed with work only when existing and forecasted weather conditions are favorable to permit a unit of work to be installed in accordance with manufacturers and warranty requirements. Do not expose vulnerable materials or building structure components subject to water or ultraviolet damage in quantities greater than what can be weatherproofed during the same day of exposure.

The Contractor shall establish and maintain an inspection procedure to assure compliance of the work with the plans and specifications.

The Quality Control individual shall provide the Owner and Consultant with daily reports in numerical sequence for all calendar days worked during the project.

The reports shall be transmitted to the Owner and Consultant no later than 24hrs after each work shift. Each report should contain a minimum of:

1. Schedule and weather; shifts start/end time for the day; number, craft and skill level of workers on site.
2. Compliance of material verification before installation.
3. Inspection of substrates and equipment before application work.
4. Physical condition inspection of all components before application work.
5. Other comments or special occurrences.

Any work or material not in compliance with the plans, specifications, and change orders shall be marked and be immediately removed from the project.

## QUALITY ASSURANCE

The Owner has the right to provide Quality Assurance Inspections. The Owner shall be fully responsible for the cost of Quality Assurance.

The contractor is responsible for providing a manufacturer's representative to observe the work at substantial completion.

**C. Ordon's/Orvis Building – 201 S. Palafox St., Pensacola, FL**

## GENERAL

It is the responsibility of the Contractor to investigate to the fullest extent the existing conditions and scope recommendations associated with this project prior to submitting a



bid. All construction and construction actions shall comply with any and all Escambia County, local, and state safety codes/requirements.

Contractor shall supply, receive, off-load, and maintain all materials and equipment needed to support and achieve the work described above.

All equipment necessary to perform the work shall be provided by the Contractor. The use of Escambia County's equipment and personnel are not permitted.

The Contractor shall protect the building components and surrounding property from any damage directly or indirectly related to the construction activities and provide all construction barriers required by this work to protect the Contractors and Escambia County's property and personnel. The Contractors bid shall be inclusive all mobilization, safety, overhead equipment, materials installation equipment, personnel and profit fees to perform the work described.

LOT 2C (Ordon's/Orvis Building) construction shall be completed within 15 days.

The contractor is required to verify all existing conditions referred to in the document and take steps necessary for compliance with the recommendations and specific drawing details.

## **EXISTING CONDITIONS**

The Ordon's/Orvis Building encompasses an approximate 6,900 square foot footprint. It is two (2) stories in elevation with an exterior façade that was observed to be brick. The building has a single ply polyvinyl-chloride (PVC) roof system with an approximate slope of one-quarter inch (1/4") per foot (12"). There is an aluminum canopy that extends out between the floors of the structure and covers the sidewalk at the front of the building. Interior finishes include suspended ceiling grid systems and fluorescent light fixtures.

Damage to the Ordon's/Orvis Building was caused by wind driven rains creating roof leaks in the PVC roof around roof drains and vents. Flying debris was noted as causing several small punctures in the roof assembly as well. These penetrations have since been repaired per Escambia County personnel. The subsequent leaks that followed these roof damages created moisture damage to the suspended ceiling tiles in two (2) offices, the gypsum ceiling in one (1) office, and one (1) 2' x 2' fluorescent light fixture.

## **WORK DESCRIPTION**

Work includes furnishing all materials, labor, and equipment necessary and required for the completion of the application of roofing as indicated on the construction drawings and specified herein. The scope of work includes, but is not necessarily limited to, the following items:

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation

as per all manufacturers' recommendations that apply.

2. Remove and replace 30 square feet of moisture damaged gypsum ceiling in the Ordon's/Orvis meeting room (above grid ceiling). Ensure new gypsum installation is per manufacturer recommendations. Paint to aesthetically match adjacent components.
3. Remove and replace six (6) 2' x 2' ceiling tiles in the Ordon's/Orvis meeting room.
4. Remove and replace one (1) 2' x 2' triple ballasted light fixture in the Ordon's/Orvis meeting room.
5. Remove and replace six (6) 2' x 2' ceiling tiles in the Ordon's/Orvis's Southeast corner office.

### **QUALITY CONTROL**

The individual designated as the roofing job foreman or superintendent must have a minimum of five (5) years' experience in the relevant trade with specific experience and certification from the manufacturer of the approved components. The designated person must be familiar with the Plans and Specifications, and other documents affecting the technical portion of the work. Copies of these documents must always be on the job site and available for reference.

Proceed with work only when existing and forecasted weather conditions are favorable to permit a unit of work to be installed in accordance with manufacturers and warranty requirements. Do not expose vulnerable materials or building structure components subject to water or ultraviolet damage in quantities greater than what can be weatherproofed during the same day of exposure.

The Contractor shall establish and maintain an inspection procedure to assure compliance of the work with the plans and specifications.

The Quality Control individual shall provide the Owner and Consultant with daily reports in numerical sequence for all calendar days worked during the project.

The reports shall be transmitted to the Owner and Consultant no later than 24hrs after each work shift. Each report should contain a minimum of:

1. Schedule and weather; shifts start/end time for the day; number, craft and skill level of workers on site.
2. Compliance of material verification before installation.
3. Inspection of substrates and equipment before application work.
4. Physical condition inspection of all internal components before application work.
5. Other comments or special occurrences.

Any work or material not in compliance with the plans, specifications, and change orders shall be marked and be immediately removed from the project.

### **QUALITY ASSURANCE**

The Owner has the right to provide Quality Assurance Inspections. The Owner shall be fully responsible for the cost of Quality Assurance.

The contractor is responsible for providing a manufacturer's representative to observe the roof at substantial completion.

**LUMP SUM TOTAL COST FOR LOT 2 (A, B & C) SHALL BE ENTERED IN APPLICABLE SPACE ON THE SOLICITATION AND OFFER FORM ON PAGE 7.**

**LOT2 work shall be fully complete 145 calendar days after issuance of Notice to Proceed.**

**3. 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 bid cost submitted.

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.

**4. Performance and Payment Bonds**

The County will 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 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, certified by the U.S. Treasury Department and acceptable to the County. 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, 1<sup>st</sup> Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

**5. Procurement Questions**

Questions shall be directed to Randy Burns, Purchasing Manager, at [srburns@myescambia.com](mailto:srburns@myescambia.com). The last day for questions will be end of day September 13, 2021.

## 6. Bid Form

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by either (choose one):

- **A sealed envelope**, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. Firms electing to submit original forms shall also provide a complete copy of the bid response via flash drive.
- **Uploading an Excel file to Vendor Registry** which includes the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

## 7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held online via Microsoft Teams and will be hosted at the Office of Purchasing, 213 Palafox Place, Pensacola, Florida, 32502, on 9/9/2021 at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

## 8. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the times(s) specified in the contract, 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 **Six Hundred Forty-Eight Dollars (\$648.00) will be assessed for each day that the completion of LOT 1 is delayed and Fifteen Hundred Thirty-Two Dollars (\$1,532.00) will be assessed for each day that the completion of LOT 2 is delayed.** 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.

## 9. 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:

- A. The chemical name and the common name of the toxic substance.

- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness, and reactivity;
  - 2. 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
  - 3. The primary route of entry and symptoms of over exposure.
- C. 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.'
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. 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.
- F. 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.

**10. Safety Regulations**

Equipment shall meet all the local, state, and federal safety regulations.

**11. Payment**

Payments shall be based on a Contractor/County approved schedule of values. Progress payments shall be administered as stated in Exhibit D Sample Construction Agreement, Section 4 of its Exhibit A.

Invoices, in original and one (1) copy, shall be submitted to:

Facilities Management  
 100 East Blount St.  
 Pensacola, FL 32501

OR

[dcatinvoices@myescambia.com](mailto:dcatinvoices@myescambia.com)

**12. Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of One (1) Year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

**13. Debris**

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

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

**15. 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 on the bid form(s) to the best of our knowledge.

**16. 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.

**17. Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

**18. Award**

Award shall be made by LOTs to one or more Contractors.

**19. Termination**

The PO/WO will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention

to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

## **20. Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

### **Non-Contract Insurance Requirements**

## **21. 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. County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best 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 contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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 contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**B. Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000.00 each accident and \$100,000.00 each employee/\$500,000.00 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.

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

**C. General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

**D. General Liability Coverage – Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a



minimum of three years beyond the County's acceptance of renovation or construction projects.

**E. Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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

**F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**G. Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and 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.

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.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.00.
4. Designate Escambia County as the certificate holder as follows:
  - Escambia County
  - Attention: Randy Burns, Purchasing Manager
  - 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.

#### **H. Builders Risk Coverage**

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the county and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

#### **22. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, 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 done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor 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 if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**LIST OF EXHIBITS**

Exhibit A – County General Terms & Conditions (separate upload to Vendor Registry)

Exhibit B – FEMA Clauses (separate upload to Vendor Registry)

Exhibit C – ELM Complex Building Layout (separate upload to Vendor Registry)

Exhibit D – Sample Construction Agreement (separate upload to Vendor Registry)

Exhibit E – Owner Direct Purchase Form G OF0205 (separate upload to Vendor Registry)