

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Professional Services As Governed by Florida Statute 287.055

SPECIFICATION NUMBER PD 02-03.79

Letters of Interest Will Be Received Until: **CONTINUOUS**

**Office of Purchasing, Room 230
213 Palafox Place, Pensacola, FL 32501
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

Board of County Commissioners

Mike Whitehead, Chairman
Gene Valentino, Vice Chairman
Grover Robinson IV
Kevin W. White
Marie Young

From:

Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Procurement Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Supervisor
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@co.escambia.fl.us

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.

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR LETTERS OF INTEREST
Proposer's Checklist
Professional Services As Governed by Florida Statute 287.055
Specification PD 02-03.79**

How To Submit Your Proposal

Please Review This Document Carefully. Offers That Are Accepted By The County Are Binding Contracts. **Incomplete Proposals Are Not Acceptable.** All Documents And Submittals Shall Be Received Electronically By The Office Of Purchasing.

The County has implemented a new Electronic Submittal Process which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address:

<http://submittals.myescambia.com/>

Items required for this submittal are as follows:

- Letter Of Interest ([PDF](#))
- Standard Form 330 – Part I (GFS - Escambia County Version)
- Other Statements, Forms and Documentation
 - Certificate Of Insurance ([PDF](#))
 - Conflict of Interest Statement ([PDF](#))
 - Occupational License ([PDF](#))
 - Proof of Licenses/Certifications ([PDF](#))
 - Drug-Free Workplace Form ([PDF¹](#))
 - Information Sheet for Transactions and Conveyances Corporate Identification ([PDF¹](#))
 - Maximum Continuing Contract Fee Schedule Acceptance Form ([PDF¹](#))

¹ These forms are available as editable PDF documents from the website (links to these and other forms can be found at the end of this document).

**This Entire Form Is For Your Convenience Only, To Assist In Filling Out Your Proposal.
Do Not Return With Your Proposal**

I. INFORMATION PACKAGE

Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any a rchitect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Scope of Services

The intent of this solicitation is to acquire a broad range of professional services for Escambia County based on the definition of "Continuing Contract" in FS 287.055:

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$1,000,000, for study activity when the fee for such professional service does not exceed \$50,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.

The services sought may include, but are not limited to:

Architect

Landscape Architect

Engineering Services

- Civil
- Computer Consulting (cabling, RCDD, etc.)
- Electrical
- Environmental
- Geotechnical
- Hazardous Waste
- HVAC
- Hydrogeological
- Mechanical
- Solid Waste
- Structural
- Surveying
- Transportation/Traffic

Mapping/GIS Services

Planning Services

Construction Management Services

The resulting “continuing contract” shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a “Fee Schedule” and any additional negotiated services required within the scope of work.

“Fee Schedules” for the continuing contract shall be established based on the following:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
 - Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firm’s Letter of Interest with all requested accompanying forms and documentation.

Letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters which are substantially incomplete or lack key information may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the Standard Form (SF) 330 format with one additional section as described below. No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm’s qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team’s capabilities.

A committee will review the information submitted and short list the firms. On-site presentations and interviews will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

All prospective submitters are hereby cautioned not to contact any Board member of Escambia County or any member of the Selection Committee after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the firm's Letter of Interest.

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III. FIRMS EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

- Capabilities
- Adequacy of personnel
- Experience of the firm
- Abilities of professional personnel
- Whether firms are certified minority business enterprises
- Past performance or past record
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workload
- Volume of work previously awarded to firms by the County with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most qualified firms.

- Any additional requirements as defined in State of Florida Statute 287.055.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1 -9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at <http://submittals.myescambia.com/>

Required items are described below:

1. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually.

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, maximum 50 pages, includes:

- Standard Form (SF) 330 - Part I, Section A-C
Page Limit: Typically just 1 page in length
- Standard Form (SF) 330 - Part I, Section D
Not required by County for this submittal
- Standard Form (SF) 330 - Part I, Section E
Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
Page Limit: No section limit, although total form length shall not exceed 50 pages.
Requirements for this section:
 - ⇒ Proposers shall include any additional information to represent your firm for consideration.
 - ⇒ Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
 - ⇒ Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
 - ⇒ Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.

Note: Standard Form (SF) 330 - Part II should be submitted by each firm AND by each subcontractor. Part IIs **do not count against** the total number of pages for this submittal.

3. Other Statements, Forms and Documentation

a. Certificate of Insurance (PDF Format)

Self-explanatory

b. Conflict of Interest Statement (PDF Format)

Provide a notarized statement certifying that no member of your firm ownership, management or staff has vested interest in any aspect of any department of Escambia County. Submittal shall include the disclosure of any potential conflict of interest due to any other clients, contracts or property interests for this project only or a statement saying that there are no conflicts of interest.

c. Occupational License (PDF Format)

Self-explanatory.

d. Proof of Licenses/Certifications (PDF Format)

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida. (As applicable for firms and for architectural/engineering key personnel.)

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at:

<http://ccfcorp.dos.state.fl.us/index.html>.

e. Drug-Free Workplace Form (PDF Format)

Self-explanatory

f. Information Sheet for Transactions and Conveyances Corporate Identification (PDF Format)

Provide the information on the forms provided herein for the prime firm or each firm in the professional team if joint venture.

g. Maximum Continuing Contract Fee Schedule Acceptance Form (PDF Format)

Self-explanatory

V. INSURANCE

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 workers 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.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability

limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

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

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 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

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.

Coverage C, medical payments, is not required.

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.

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.

Excess or Umbrella Liability Coverage

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

Professional Liability

\$1,000,000 per occurrence minimum limit.

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 policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
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 the 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.

VI. INDEX OF SAMPLE FORMS

Drug-Free Workplace Form

http://submittals.myescambia.com/projects/Drug_Free_Workplace.pdf

Information Sheet for Transactions and Conveyances Corporate Identification

http://submittals.myescambia.com/projects/Information_Sheet_Transactions_Conveyances_Corp_Identification.pdf

Maximum Continuing Contract Fee Schedule Acceptance Form

http://submittals.myescambia.com/projects/Maximum_Continuing_Contract_Fee_Schedule_Acceptance.pdf

Sample Contract

http://submittals.myescambia.com/projects/Sample_Contract.pdf