

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Brownfields Services
On Going

Solicitation Identification Number PD 06-07.038

Letters of Interest Will Be Received Until:

Continuous Basis

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM

Board of County Commissioners

Wilson Robertson, Chairman
Kevin W. White, Chairman
Grover Robinson IV
Gene M. Valentino
Marie Young

From:

Claudia Simmons, CPPO
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.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
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.

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
Request For Letters Of Interest
Proposer's Checklist
Brownfields Services
Identification Number PD 06-07.038

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 must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

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/>

- Letter Of Interest ([PDF](#))
- GSA Standard Form 330
 - Part II **(provide if not already submitted)**
 - Part I
- Maximum Continuing Contract Fee Schedule Acceptance Form ([PDF](#))
- Certificate Of Insurance (sample [PDF](#))
- Conflict of Interest Statement (Sworn_Statement_Pursuant_To_Section_287.pdf [PDF](#))
- Professional Licenses/Certifications/Registrations
- Drug-free Workplace Form ([PDF](#))
- Information Sheet for Transactions And Conveyances Corporate Identification ([PDF](#))

PDF 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 form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

Scope of Work

- Firm shall have a minimum of three (3) years experience verifiable in the environmental consulting and engineering work, with at least one year experience in Florida.
- Firm shall have experience in designing and managing a work plan to successful completion and meeting the requirements of the FDEP and the EPA.
- Firm shall have the experience with Brownfields property redevelopment as well as knowledge concerning EPA Superfund Sites and the environmental aspects that are associated with them.
- Firm shall have a working knowledge of Brownfields Legislation “Small Business Liability Relief and the Brownfields Revitalization Act of 2001.”
- Firm shall have experience in assessment and remediation on hazardous waste, petroleum, and mixed waste contaminated sites.
- Firms will have expertise in the areas of groundwater and soil investigation and remediation as well as real estate transfer risk and liability analysis and development planning.
- Firm shall represent that they are fully qualified, possessing the requisite skills, knowledge, qualifications, professional certifications, and experience to provide the services stated herein.
- Firm(s) retained shall conduct Brownfields Preliminary Assessment and Phase I environmental site characterization and assessment activities in accordance with the American Society of Testing and Materials (ASTM) and Standard E1527-00, “Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process”, as per EPA federal standards governing the conduct of “all appropriate inquiry” (AAI). State of Florida Department of Environmental Protection (FDEP) requirements may also apply.
- Firm(s) retained must prepare and maintain EPA Brownfields Property Profile forms for each site in which assessment activities are conducted.
- Where a Phase I ESA reveals the necessity for further site investigation, the firm(s) shall prepare a Quality Assurance Project Plan (QAPP) for submittal to and approval by the EPA prior to any further site assessment activities occurring. The QAPP shall be developed in accordance with the EPA Region 4 Standard Operating Procedures and Quality Assurance Manual; EPA Quality Assurance Guidance for Conducting Brownfields Site Assessments (EPA 540-R-98-038); and/or EPA Guidance on Quality Assurance Project Plans (EPA QA/G-5).
- Firm(s) retained shall conduct Phase II environmental site assessment and characterization activities, supplemental assessments, site remediation, asbestos and lead surveys and abatement, utilizing standard industry procedures,

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technologies and methods in accordance with EPA requirements for ensuring quality, sampling, appropriateness and health and safety. Sampling, testing and analysis shall be conducted in accordance with quality standards prescribed by ASTM, EPA and Florida Department of Environmental Protection.

- The Consultant shall prepare quality reports and documents discussing potential remedial alternatives to address confirmed environmental impairment and an order of magnitude cost estimates related to these alternatives, to include but not limited to; Quality Assurance Project Plans, Remedial Action Plans and Corrective Action Plans for EPA /FDEP approval.
- Firm will coordinate with EPA and FDEP all legal and binding actions and correspondence to include but not limited to Brownfields Site Rehabilitation Agreements, Remedial Action Plans and Corrective Action Plans.
- Serve on Brownfield Site rehabilitation Advisory Committees.

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.

I. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

Government Forms Software: <http://submittals.myescambia.com/>

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

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discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with two additional sections as described below (include in Letter of Interest). 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.

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.

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

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, 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.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests 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 canceled.

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

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

Sanctions

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) 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.

II. 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.

Requirements for this section (to be included in Letter of Interest):

- 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.

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

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- 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
- Maximum Continuing Contract Fee Schedule Acceptance Form ([PDF](#))
- Certificate Of Insurance (sample [PDF](#))
- Conflict of Interest Statement - 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.
- (Sworn_Statement_Pursuant_To_Section_287.pdf [PDF](#))
- Professional Licenses/Certifications/Registrations
- Drug-free Workplace Form ([PDF](#))
- Information Sheet for Transactions And Conveyances Corporate Identification ([PDF](#))

[PDF](#) These forms are available as editable PDF documents from the website <http://submittals.myescambia.com/> - General Information/Sample Forms/Required Items

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

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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.

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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

\$5,000,000 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

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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.