



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
District One
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District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

REQUEST FOR LETTERS OF INTEREST

Design Services for Carpenter Creek Headwater Project Solicitation Identification Number PD 21-22.116

**Letters of Interest Will Be Received Until:
5:00 p.m. CT, 9/19/2022**

Escambia County Office of Purchasing
213 Palafox Place, Second Floor
Pensacola, FL 32502

Board of County Commissioners
Jeff Bergosh, Chairman
Douglas B. Underhill, Vice Chairman
Steven Barry
Lumon J. May
Robert Bender

From:

Jeffrey Lovingood
Deputy 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:

Buzz Roggenbuck
Sr Purchasing Coordinator
Tel: 850-595-4878
Email: abroggenbuck@myescambia.com

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

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.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Design Services for Carpenter Creek Headwater Project
Solicitation Identification Number PD 21-22.116

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/>

GSA Standard Form 330 (the following forms must be submitted in the order listed below)

- **Part II** (update if already submitted)
- **Part I**

The remaining forms are PDF's to be uploaded

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- 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

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

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

INFORMATION PACKAGE

Design Services for Carpenter Creek Headwater Project

Solicitation Identification Number PD 21-22.116

I. SCOPE OF WORK

PURPOSE

Escambia County is requesting Letters of Interest from qualified firms concerning the design and engineering services for the Carpenter Creek Headwater Water Quality Improvements project (“Water Quality”) and Carpenter Creek Headwater Park Amenities Project (“Park”). The Water Quality project intends to restore both upland and wetland habitat located within a county-owned parcel of land. This Water Quality project anticipates the planning, design, and construction of a treatment facility to capture and treat the stormwater flowing off Olive Road and into Carpenter Creek, ultimately mitigating the impaired water quality status of both Carpenter Creek and Bayou Texar. The Park project will enhance public access by creating a trail, paddle-craft launch and parking area at the headwaters of Carpenter Creek, in addition to the installation of informational signage. Funding for both projects has been secured through the Department of Environmental Protection (FDEP) on the behalf of the Florida Natural Resource Damage Assessment (NRDA) Trustees. Services should address the following project objectives.

- **Project Coordination:** The selected firm will need to coordinate with existing county projects. The Carpenter Creek and Bayou Texar Watershed Management Plan is funded with RESTORE Act Direct Component (Pot 1) funds. The intent of the Watershed Management Plan is to identify specific water quality and habitat impairments and develop an action plan to address the impairments based on based available science. The Olive Road Street Improvement Project is expected to transition Olive Road into a ‘Complete Street’. The project limits are between Palafox Highway and N. Davis Highway.

Name	Consultant	County Project Manager
Carpenter Creek and Bayou Texar Watershed Management Plan	Wood Environmental & Infrastructure Solutions, Inc.	Terri Berry
Olive Road Street Improvement Project	Moffatt & Nichol	Denise Brewer

- **Design Services:** Design, permitting and limited construction oversight services for regional stormwater treatment facility, associated drainage conveyance systems as needed, trail, and parking lot. Permitting and bid package development will be required.
- **Construction Oversight:** Limited construction and engineering oversight for Water Quality and Park projects may be needed.

1. GENERAL INFORMATION

Both projects are located at the headwaters of Carpenter Creek in the south-central Escambia County, FL. Carpenter Creek is the sole freshwater tributary to Bayou Texar, which drains into Pensacola Bay. The project area is within the highly urbanized Carpenter Creek and Bayou Texar watershed. Both Carpenter Creek and Bayou Texar have been verified by the Department as impaired for fecal coliform bacteria and Total Maximum Daily Load (TMDL)s have been adopted for both waterbodies. In 2016, the Department approved Escambia County’s Bacteria Pollution Control Plan (BPCP) to achieve the fecal coliform load reductions required by the Carpenter Creek TMDL. Escambia County owns six

parcels at the headwaters of Carpenter Creek for this project. Property appraiser parcel identification sheets will be included with this solicitation.

2. GRANT REQUIREMENTS

On April 20, 2010, the Deepwater Horizon, an oil rig drilling in the Gulf of Mexico, exploded causing the largest oil spill in the United States. Oil flowed unchecked for three months and millions of barrels of crude oil were released before the well was capped. The disaster led to thousands of square miles of federal waters closed to fishing and caused extensive damage to marine and wildlife habitats and tourism. Escambia County received 97% of the oil in Florida and had 52 miles of shoreline oiled. The Natural Resources Damage Assessment (NRDA) Program is funded through the oil spill fines not under the RESTORE Act. Funding for Carpenter Creek Headwater Water Quality Improvements and Carpenter Creek Headwater Park Amenities Projects have been secured through the Department of Environmental Protection (FDEP) on the behalf of the Florida Natural Resource Damage Assessment (NRDA) Trustees.

Design and engineering services shall be consistent with the purpose described in the Standard Grant Agreements for both projects. A clear distinction of tasks (deliverables, fees, etc.) between the work being done for the Water Quality and Park projects must be clear. Separate invoices will be a requirement.

The Grant requires the following paragraph be included as a 'Special Condition' in the General Section of the plans.

"The Florida State Historic Preservation Office has requested that contracts involving ground disturbing activities include the following special condition regarding unexpected discoveries during those activities: If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or America settlement are encountered at any time within the project site area, the permitted project will cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

3. SCOPE OF SERVICES

The Water Quality and Park projects are a planning, design, and construction activity. Projects will consist of project coordination with ongoing County projects, design, permitting, and construction oversight.

Primary Goals:

- **Project Coordination** – Coordinating with the Carpenter Creek and Bayou Texar Watershed Management Plan, and Olive Road Street Improvement Project teams is required to maximize the water quality improvements, capture, and treat stormwater from Olive Road, and seamlessly tie into the recreational areas.

- **Design Services Water Quality** – Design, permitting, and construction of a stormwater pond to meet or exceed attenuation of the runoff from a 100-year critical duration event, up to and including 24-hour duration. New stormwater treatment technology is encouraged.
- **Design Services Park** – Design, permitting and construction of a 2,000-foot-long trail, a paddle-craft launch as a walkway to the shoreline not an in-water structure, a passive recreation area (benches and tables) and a 12-space parking area (approximately 12,000 square feet) will be required.

4. ASSOCIATED WORK

To achieve the above goals, professional services may include but not be limited to the following: Perform subsurface utility exploration; topographic survey; environmental assessments; legal description(s) for easement(s)/acquisition(s) if needed; surveys; geotechnical survey; project design and engineering (30%, 60%, 100% plans); project coordination meetings with county staff and stakeholders; construction details with project specific specifications; utility coordination including plan-in-hand walkthroughs; wetland delineation, environmental permitting and associated fees; coordination of State Historic Preservation Office review allowances shall include archeological survey report if required by SHPO; routine progress reports; and monthly detailed schedule updates. Optional services may include but not be limited to limited engineering and inspector construction support; As-Built Certification; bid package preparation including cost estimates, limited bid assistance, and associated bid tasks.

The selected firm shall include but not be limited to the following:

Data collection & review:

- The selected firm will comply with all County, State, and grant requirements.
- Coordinate with Escambia County Surveyor and staff for the collection of surveying data, basin studies, maps, and any other Escambia County records needed for the project.
- Coordinate with Escambia County staff on the drainage plans, Drainage Improvement Projects that may connect to this project.
- Surveying services necessary for the design of the project shall be created based on but not limited to the following:
 - Five certified copies of a Topographical Surveys that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
 - Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
 - Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
 - Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
 - Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.

Plan Preparation and Permitting:

- Attend public meetings as needed with residents and stakeholders to receive input regarding flooding, recreational opportunities, historically and culturally significant information, etc. Prepare agendas, presentations, and post meeting notes for meetings.
- Perform subsurface utility exploration (as needed), topographic survey, geotechnical survey, environmental assessments, etc. needed for design.
- Provide 30%, 60%, 100% and final plans for each project phase with associated cost estimates. Submittals shall comply with the Summary of Phase Submittals for Escambia County.
- Design shall be in accordance with all Escambia County Land Development Code requirements and designed to be constructed in accordance with Escambia County Standards and Specifications.
- Provide for all required regulatory permitting, including permit fee allowances and attend preapplication meetings with regulatory agencies.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals shall be performed.
- Submit costs estimates for all design phases.
- Prepare As-Built certifications as needed.

Bidding Estimates (Optional Service):

- Prepare all bid documents through bidding process.
- Attend bid meetings as needed with County staff.
- Respond to all Requests for Information and issue any necessary addendums.
- Tabulate bids.

Construction Oversight (Optional Service):

- Provide limited construction and engineering inspection for both projects. Fee proposal should provide hourly bill rate.

5. PROJECT APPROACH

Firm should demonstrate with RLI submittal a conceptual approach to achieve primary goals for the Water Quality and Park projects. The conceptual approach should consider the following factors:

1. Provide flowchart showing project approach.
2. Approach to Project Phasing.
3. Strategy for addressing Project Goals and Objectives.
4. Approach to completing the scope of services including data collection, modeling, design, and permitting.
5. Approach for clear distinction of tasks between the two projects

Funding Availability:

Water Quality Project –

- Funding is available in Fund 118, Gulf Coast Restoration Fund, Cost Center 222044.
- Funding estimate for design, permitting and engineering services: \$200,000

Park Project -

- Funding is available in Fund 118, Gulf Coast Restoration Fund, Cost Center 222045.
- Funding estimate for design, permitting and engineering services: \$50,000

Project Timeline:

Project should be substantially completed by March 1, 2023.

Anticipated Disciplines (Function Codes SF 330):

<u>Primary Disciplines</u>	<u>GSA Code</u>	<u>Description</u>
	12	Civil Engineer
	47	Planner: Urban/Regional

<u>Secondary Disciplines</u>	18	Cost Engineer/Estimator
	23	Environmental Engineer
	24	Environmental Scientist
	34	Hydrologist
	39	Landscape Architect
	48	Project Manager

<u>Primary Experience</u>	<u>GSA Code</u>	<u>Description</u>
	P05	Planning (Community, Regional, Areawide, and State)
	P06	Planning (Site, Installation, and Project)

<u>Secondary Experience</u>	C18	Cost Estimating
	E01	Ecological & Archeological Investigations
	E11	Environmental Planning
	L03	Landscape Architecture
	R04	Recreational Facilities
	S10	Surveying; Platting; Mapping; Floodplain Studies
	S13	Stormwater Handling & Facilities
	U02	Urban Renewals; Community Development
	W02	Water Resources; Hydrology; Ground Water

II. 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.

A. 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 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 one additional section 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.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions 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.

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

B. 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 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:

1. Rejection/disqualification of submittal
2. Termination of contracts; 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.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

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:

Selection Criteria	Points
<p><u>Project Approach:</u> Firm should demonstrate a clear understanding of the project goals and objectives, site history, and significance of the Eleven Mile creek watershed, Olive Road flooding and water quality concerns. Project is funded by the Department of Environmental Protection (FDEP) on the behalf of the Florida Natural Resource Damage Assessment (NRDA) Trustees. Project goals are controlled by terms and conditions of the grant agreements. Ability to meet project specific goals should be considered. Firm should address with their submission a thorough response to the items requested in Section 6 of this SOW.</p>	40
<p><u>Past Record and Performance of the Team:</u> Firm should document past record and performance of the project team working together on similar projects which attenuated flows to reduce flooding and improve water quality within the area. Firm should document successfully implemented similar scale projects. Consultant evaluations should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance should be demonstrated within the firm's submittal.</p>	20
<p><u>Experience and Technical Expertise of Team and Individual Team Members with Stormwater Master Plans and Design, Stormwater Treatment, and Environmental Permitting:</u> Experience with stormwater master plans and design, criteria ranking, stormwater treatment, and permitting requirements should be considered. Experience successfully designing and permitting similar scale projects should be a key consideration. Firm should document previous completion of any successful similar scale projects. Qualifications of the firm and individual team members who will be working on this project shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as "primary" shall be considered as minimum criteria. Disciplines identified by GSA codes as "secondary" shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores. Firm should document technical expertise of the team who will be working on this project, and the amount of time that each team member will contribute. Only team members who will have considerable involvement in this project should be considered for their experience and technical expertise. An estimate of the number of hours that each proposed team member will contribute toward this project should be provided. Firm should document their experience and technical expertise for meeting the goals of this project.</p>	35

<p><u>Ability to Meet Project Specific Schedule and be Readily Accessible:</u> Project schedule is determined by the terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays in the project schedule. Firm should demonstrate how their team will be readily accessible and be able to quickly respond to the County.</p>	<p>5</p>

TOTAL: 100 points

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. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of requests	August 15, 2022
Letters of Interest due date	5:00 p.m. CT, 9/19/2022
Short-Listing Meeting	9/27/2022
Discussions, Ranking Meeting	10/3/2022
Written Scope due to Committee for Review	10/13/2022
Fee Proposal due to Committee for Review	10/13/2022
1 st Negotiations with First Ranked Firms	10/17/2022
2 nd Negotiations with First Ranked Firms	If Required
Board of County Commissioners approval	11/03/2022

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until .

V. 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 (**The following forms must be submitted electronically in the order listed below**):

A. Update Standard Form (SF) 330 – Part II (GFS format)

For those firms that have already provided an SF 330 Part II update as required

Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

11. ~~ANNUAL—AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~-FIRM FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners

11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

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

Generated by GovernmentForms.software@, includes:

1. Standard Form (SF) 330 - Part I, Section A-C
2. Standard Form (SF) 330 - Part I, Section D

For each individual shown on the organizational chart list the following:

- a) Name
 - b) Position relative to the project
 - c) Firm
 - d) Position in the firm
3. Standard Form (SF) 330 - Part I, Section E

Page Limit: 20 pages/resumes

4. Standard Form (SF) 330 - Part I, Section F

Page Limit: 10 pages/projects

5. Standard Form (SF) 330 - Part I, Section G

Page Limit: 1 page

6. Standard Form (SF) 330 - Part I, Section H

The firm should provide three (3) examples of past performance on projects for government entities/municipalities indicating experience in the following:

- a) Performance record
- b) Background Experience
- c) Technical Expertise

Current Work: Proposers shall list all currently active contracts or task orders with the following:

- a) Escambia County, Florida,
- b) Other Government Entities,
- c) Private, and provide the following relative information
 - 1) Contract or Task Order name
 - 2) Current status
 - 3) Costs
 - i. Original cost, to include any change orders
 - ii. Remaining balance

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

Proposers shall include any additional information to represent your firm for consideration

C. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

Documents: The following forms are PDF's to be uploaded

1. Letter of Interest
2. Letter from Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
3. Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

4. Certification Regarding E-Verify System
5. Truth in Negotiation Certification
6. Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
7. Drug-Free Workplace Form
8. Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

CERTIFICATION REGARDING E-VERIFY SYSTEM

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Business Name

Signature

Printed Name

Title (Printed)

Date

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

Name of Consultant

Authorized Signature

Date

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

1. This sworn statement is submitted to _____
(print name of the 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 or 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 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 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 was 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 1 (ONE) 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 to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(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 dangers of drug abuse in the workplace, the business's 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 1.
4. In the statement specified in Paragraph 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 plea 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 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

MUST be in Sunbiz _____

(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)

Title of the individual named above who will sign on behalf of the company:

(Spelled exactly as it would appear on the instrument)

END

Verified by: _____ Date: _____

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other ratings may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

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

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

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

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

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

B. Specific Insurance Requirements

1) Workers Compensation Coverage

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

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

2) General Liability Coverage

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

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (XCU) exposures cannot be excluded (**IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.**) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

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

3) **Business Auto Liability Coverage**

Minimum limit of \$1,000,000 per accident or occurrence. Automobile liability coverage is to include Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and for any employee or subcontractor's non-ownership use of an auto.

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

4) **Umbrella Liability Coverage** (if utilized to achieve required policy limits)

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

C. Insurance for Construction Contracts

1) If contract involves any Architectural and/or Design work, **Professional Liability** (including **Design Build Errors & Omissions**) coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Contractor. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

D. Insurance for Information Technology Consulting and Professional Services

1) All contracts for Information Technology services should include the coverages listed in B. above, plus the following:

2) **Technology Professional Errors & Omissions** coverage which shall cover professional misconduct/wrongful acts or the lack of ordinary skill for the services defined in the scope of this contract.

The coverage limits should be at least \$1,000,000 per wrongful act/\$2,000,000 policy aggregate but for contracts that grant access to the County's servers or facilities containing servers & other computer hardware, limits of at least \$2,000,000 / \$4,000,000 should be considered.

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

3) **Cyber Liability and Computer Crime/Fraud** coverage which protects the County from the theft of valuable and sensitive data. This coverage should provide coverage for claims by the County against the

Contractor and for claims by those individuals that had their data/information compromised. The coverage limits should be \$1,000,000 per occurrence / \$2,000,000 annual aggregate. Higher limits should be considered for contracts with access to the County's servers or facilities containing servers & other computer hardware.

E. Endorsements/Additional Insurance to Consider

The County may require the following endorsements or additional types of insurance:

- 1) **Termination/Adverse Change Endorsement** - All of Offeror's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Offeror's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.
- 2) **Fidelity/Dishonesty/Liability Coverage** – Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

F. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County
Attention: Risk Management
226 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Risk@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.