

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSALS**

**Document Certification for the Escambia County Brownfields Program**

**SPECIFICATION NUMBER PD 07-08.015**

PROPOSALS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, Wednesday, December 5, 2007

**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**

**Board of County Commissioners**

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

**From:**

**Claudia Simmons  
Chief, Purchasing**

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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.

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**Assistance:**

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM  
Purchasing Supervisor  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> 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 PROPOSALS  
PROPOSER'S CHECKLIST**

**DOCUMENT CERTIFICATION FOR THE ESCAMBIA COUNTY BROWNFIELDS PROGRAM  
SPECIFICATION PD 07-08.015**

**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 BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

\* *Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents*

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

- PROPOSAL DOCUMENTS (**ONE** CLEARLY MARKED ORIGINAL AND **THREE** COPIES)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL**

- SWORN STATEMENT PUSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

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

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE

**HOW TO SUBMIT A NO PROPOSAL**

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "**REASON FOR NO PROPOSAL**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.  
DO NOT RETURN WITH YOUR PROPOSAL**

## REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

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**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 HIS FORM IS VALID THOROUGH 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 an 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:** \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

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

\_\_\_\_\_  
(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)

(Spelled exactly as it would appear on the instrument)

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

\_\_\_\_\_

END

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(850) 488-9000 Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Bid Information** See Home Page URL: <http://www.co.escambia.fl.us/purchasing>  
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.01 **Taxes**
  - 5.02 **Discounts**
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  - 5.04 **Condition and Packaging**
  - 5.05 **Safety Standards**
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8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.01 **County Procedure on Acceptance of Gifts**
  - 9.02 **Contractors Required to Disclose any Gift Giving**
  - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**

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

**The following General Terms and Conditions are incorporated by reference (continued).**

23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

## Special Terms and Conditions

### SPECIAL CONDITIONS "PUBLIC ENTITY CRIMES"

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

DISCRIMINATION: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity."

By signing the proposal, the vendor agrees that the proposal is made without any misunderstanding, agreement, or connection with any other person, firm, or corporation making a proposal for the same purpose; and, that the proposal is in all respects fair and without collusion or fraud. It is agreed by the undersigned vendor that the signing and delivery of this proposal represents the vendor's acceptance of the terms and conditions of the foregoing specifications and provisions; and, if awarded the contract by the County, will represent the agreement between the parties.

The firm awarded this contract (Contractor) must meet or exceed all terms, conditions and specifications of the Board of Escambia County Commissioners.

This contract may be cancelled in whole or in part by the County or the Contractor upon giving at least sixty (60) days written notice prior to cancellation; except that non-performance on the part of the Contractor will be grounds for termination. Termination will take effect within five (5) days of notification.

The firm awarded this contract agrees to comply with all laws, codes, rules & regulations bearing on the conduct of work, including those of the Federal, State, County, and Board of Escambia County Commissioners. The Contractor shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees, agents, or Sub-Contractors or its insurer shall reimburse the County for any damage or loss within thirty (30) days after a claim is submitted and the firm awarded this contract must be fully insured.

By submitting a Proposal, the Vendor certifies having fully read and understands this Request for Proposal and certifies full knowledge of the scope, nature, quantity and quality of work to be performed, and detailed requirements of the services to be provided and the conditions under which the services are to be performed.

The Board of Escambia County Commissioners reserves the right to accept or reject any or all Proposals which they may deem to best serve the interest of the County. The right is reserved to waive technicalities or informalities. Vendor warrants that prices, terms and conditions quoted on this Proposal will be firm for acceptance for a period of ninety (90) days from date of proposal opening.

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County, its agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, employees, or subcontractors.

In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to the Contractor for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the County as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of Contractor or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or its agents or subcontractors, under Workers' Compensation acts, disability benefits acts, or other employee benefit acts.

The County is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in bid proposal; Tax Exemption Certificate will be furnished upon request. The Board of Escambia County Commissioners requires that any and all changes to the original contract shall be in writing and approved in advance by the Board of Escambia County Commissioners Commission.

Payment will be accomplished by submission of a monthly invoice, in duplicate with itemization of all worked performed. Once the County representative has approved the invoices, payment will be made within thirty (30) days.

The Contractor shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and Scope of Services laid forth by the County. The Contractor shall coordinate its activities with the County representative as not to conflict with any operation or activities scheduled by the County. The Contractor will abide by all State and Federal Regulations on wages and hours of an employee. The Contractor shall be responsible for all its employees, Sub-Contractors and their actions during the term of this contract with the Board of Escambia County Commissioners. Any material changes in schedule or delays must be reported to the County representative for approval. Excessive delays or schedule changes may be cause for termination under this Agreement.

Cost of submittal of this Proposal is considered an operational cost of the vendor and shall not be passed on to be borne by the County. Failure to comply with these specifications and instructions may result in disqualification of your Proposal.

The award hereunder is subject to Chapter 112, Florida Statutes. All vendors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Board of Escambia County Commissioners. Further, all vendors must disclose the name of any Board of Escambia County Commissioners employee who owns, directly or indirectly, an interest in the vendors firm or any of its branches. Proprietary Information – In accordance with Chapter 119 of the Florida State Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all vendors should be aware that the RFQ and the responses thereto are in the public domain.

However, the vendors are requested to specifically identify any information contained in their Proposals that they consider confidential and/or proprietary and that they believe to be exempt from disclosure. All proposals received from vendors, in response to this RFQ become property of the Board of Escambia County Commissioners and will not be returned to the vendors. In the event of contract award, all documentation produced as a part of the contract will become the exclusive property of the County. If any vendor contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Terms and Conditions, Scope of Services, procedural aspects of the RFQ, or finds discrepancies or omissions in the RFQ, he/she may submit to the County a written request for an interpretation or correction thereof. The County will review the written request and decide if an addendum to the RFQ needs to be issued. If an addendum is issued, it will be mailed or delivered to each firm receiving a set of the RFQ documents. It will be the responsibility of the vendor to contact the County prior to submitting a proposal to ascertain if any addendum has been issued.

## **PART A SUMMARY**

The Escambia County Brownfields Program has conducted Environmental Site Assessment activities at the County's Mosquito Control Facility located at 603 W. Romana Street.

A portion of the expenses incurred for these activities are eligible for reimbursement in the form of tax credits issued from the Florida Department of Revenue (DOR) through the Florida Department of Environmental Protection's (FDEP) Voluntary Cleanup Tax Credit Program (VCTC). The DOR requires the tax credit applicant submit all receipts, invoices, cancelled payment checks and any other documentation as proof of the work performed before the tax credits are issued. The FDEP requires an independent Certified Public Accountant (CPA) to certify the documents before submittal for the tax credits.

## **PART I GENERAL INFORMATION**

### **1-1 PURPOSE**

The Board of County Commissioners, of Escambia County (hereinafter "the County") is requesting qualifications from Certified Public Accountants (CPA). Those submitting a proposal in response to this Request For Proposals (RFP) must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of contract, and shall be considered void and unacceptable.

### **1-2 OBJECTIVE**

The Primary objective of The RFP is the selection of the most qualified and experienced Certified Public Accountants (CPA) to certify the documents before submittal for the tax credits that is most advantageous to the County.

### **1-3 ISSUING OFFICER**

- Project Director shall be Keith Wilkins, Director, NESD
- Liaison officer shall be Glenn Griffith, Brownfields Coordinator
- Contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

### **1-4 CONTRACT CONSIDERATION**

This will be a one-time consideration for these services. The time period of the contract will negotiated.

### **1-5 REJECTION**

It is understood the County reserves the right to reject any or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County. The award of this contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer

resulting from negotiation, taking into consideration the relative importance of price, experience and the other evaluation factors set forth in the request for proposals.

**1-6 INQUIRIES**

For questions and additional information, contact:

Paul R. Nobles, CPPO, CPPB, Purchasing Supervisor  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place, Room 11.109  
Pensacola, FL 32501  
Tel: (850) 595-4918  
Fax: (850) 595-4805  
E-mail: [paul\\_nobles@co.escambia.fl.us](mailto:paul_nobles@co.escambia.fl.us)

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than **four (4) working days prior to the proposal due date**, request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

**1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

**1-8 SCHEDULE**

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

- |                              |                             |
|------------------------------|-----------------------------|
| A. Mailing date of proposals | Tuesday, November 20, 2007  |
| B. Receipt of proposals      | Wednesday, December 5, 2007 |
| C. Review of proposals       | Friday, December 7, 2007    |

**1-9 PROPOSAL CONTENT AND SIGNATURE**

Firms desiring to provide on the above referenced project shall submit **one (1) original with manual signature and three (3) copies of their proposal** containing all of the requested information **by Wednesday, December 5, 2007, 2:00 p.m. CST. Submittals received after the above time and/or date shall not be accepted or considered. No exceptions will be made.**

All information requested must be provided. Submittals which are substantially incomplete or lack key information may be rejected by the County at its discretion.

**1-10 NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

**1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All proposers shall provide a straight-forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder.

The submittals shall be in the format as described in **PART II INFORMATION REQUIRED FROM FIRMS, 2-1 PROPOSAL FORMAT AND CONTENT**. No other formats will be acceptable. The submittal shall be limited to no more than thirty (30) pages. Bind each set with spiral or GBC-type binders with all pages 8.5" x 11" format. Ring notebooks are accepted, but not advised, due to the possibility of documents being accidentally misplaced or re-ordered incorrectly.

Information submitted with your submittal 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.

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 shall be cause for disqualification of the firm's proposal.

**1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected firm shall be required to assume responsibility for all services offered in his proposal. The selected firm shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

**1-13 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

**1-15 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

**1-16 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

**PART II INFORMATION REQUIRED FROM FIRMS**

**ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**2-1 PROPOSAL FORMAT AND CONTENT**

- Tab 1 Title Page – Document Certification for the Escambia County Brownfields Program PD 07-08.015
- Tab 2 Table of Contents
- Tab 3 Letter of Transmittal – A signed letter of transmittal briefly stating vendors understanding of the work to be done, the projected timetable for completion of study and statements why the vendor believes they are the best qualified to perform this project.
- Tab 4 Company History – Provide a brief history of the firm, including number of years in business.
- Tab 5 Qualification – Provide professional credentials, certifications, resumes' and experience of the firm and each of the personnel who will work on this project (include resumes).
- Tab 6 Scope Response – Describe your understanding of the Scope of Services and the County's needs and any specialized skills that are available from your firm related to this RFQ.
- Tab 7 Approach to Project – Provide in detail your firms approach and methodology as it relates to Cost Recovery for Fire Rescue Services to 3<sup>rd</sup> party agencies. Such other information as the Vendor wishes to include, that is relevant to the delivery of this service.
- Tab 8 References and Past History – The vendor should list, at least five (5), similar projects completed in the last five (5) years with other government entities. Indicate the start date of project, scope of work, and name, phone number, fax number and email address of client contact.

Indicate the percentage of fee collection in relationship to potential reimbursement for each of the similar projects provided.

- Tab 9 Statement of Litigation – Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.
- Tab 10 Price Proposal – The proposal should provide the total, all inclusive, maximum fees for services. The fee should include all direct and indirect costs including out of pocket expenses and may be as a percentage of collections or flat fee.

## **2-2 CRITERIA FOR SELECTION**

Proposals will be reviewed and evaluated according to the following criteria:

1. Experience and Qualifications of the Vendor: The vendor's ability to provide the required services, based on experience and service capabilities. Qualifications of key personnel should include a short biography and the assurance that key personnel will not be reassigned without the prior written approval of the County.
2. Project Understanding: Demonstration of the vendor's understanding of the scope and objective of the project. Vendor shall also provide a project timeline, which includes a schedule.
3. References: The vendor shall provide a minimum of five references of current customers.
4. Cost of Services: The proposed cost of providing all necessary services of an independent Certified Public Accountant (CPA) to certify the documents before submittal for the tax credits
5. Other criteria as may be applicable to this contract.

## **PART IV SCOPE OF WORK**

### **Vendor Requirements**

The Escambia County Brownfields Program has conducted Environmental Site Assessment activities at the County's Mosquito Control Facility located at 603 W. Romana Street.

A portion of the expenses incurred for these activities are eligible for reimbursement in the form of tax credits issued from the Florida Department of Revenue (DOR) through the Florida Department of Environmental Protection's (FDEP) Voluntary Cleanup Tax Credit Program (VCTC). The DOR requires the tax credit applicant submit all receipts, invoices, cancelled payment checks and any other documentation as proof of the work performed before the tax credits are issued. The FDEP requires an independent Certified Public Accountant (CPA) to certify the documents before submittal for the tax credits.