

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR QUALIFICATIONS

**Contractor Qualification List, and Tire Waste Registration for
Environmental Code Enforcement**

SPECIFICATION NUMBER PD 16-17.100

RESPONSES WILL BE RECEIVED UNTIL: 10:00 A.M., CDT, Friday, October 26, 2017

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover C. Robinson, IV

Procurement Assistance:
Lester L. Boyd
Purchasing Coordinator
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805
Email: LLBOYD@myescambia.com

Technical Assistance:
Melissa A. Reber
Abatement Officer
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL. 32505
Tel: (850) 595-1836
Fax: (850) 595-0149
Email: mareber@myescambia.com

SPECIAL ACCOMMODATIONS:

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

NOTICE

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

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Attachment "A" Florida Department of Environment Protection Tire Waste Notice!

I. INTRODUCTION

Escambia County, FL, Pensacola, FL (referred hereafter as the County) is requesting statements of qualifications (RFQ) from firms for clean-up of lots or demolition of structures on various residential and commercial abatement projects. Management of Environmental Code Enforcement is guided by policies, objectives and service standards sanctioned by Escambia County and the City of Pensacola.

II. SCOPE OF WORK

Scope of Work: Escambia County Office of Environmental Enforcement will request quotes on an as needed basis for cleanup of lots or demolition of structures on various residential and commercial abatement projects. Contractors are required to participate in a mandatory pre-solicitation (property walkthrough) in order to be eligible to bid. The Walk-through will be conducted with an employee of the Environmental Enforcement Office. Contractors are advised that these properties are privately owned and are not permitted to enter these properties without an employee of Environmental Enforcement. Contractors will receive notice of these meetings via e-mail, phone or fax. The meetings will be conducted on an as needed basis. Contractors shall be responsible for all labor, materials and fee's necessary for these projects. Additionally, abatements that require demolition, the contractor shall be responsible for ensuring the disconnection of all utilities and obtaining all State and local permits. Contractors shall be solely responsible for the legal and proper disposal of all debris in a properly and appropriately licensed disposal site. Contractors must Register with the **(Department of Environment Protection)**, as a **(Tire Waste Collector)**, **if you haul your own Waste Tires you are Classified as a Tire Waste Collector. All Contractors must have their Business's Registered with the Florida Department of Environmental Protection Agency, and the appropriate Fee's paid!**

Qualifications and Requirements: All contractors are required to provide a copy of Escambia County Florida Occupational License. Firms providing demolition shall provide demolition/construction licenses as issued by the State of Florida Department of Professional and Business Regulation or Escambia County Competency Board. Contractors are required to provide all contact information to include business address, phone, fax and e-mail addresses. Contractors will provide emergency contact information or after hour numbers. Contractors should be responsible and reliable and have the ability to work with individuals who may be disgruntled with the situation and not in agreement with the requirements of the work.

Standard Insurance Requirements and Certificates

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

The insurance requirements listed below are the minimum acceptable coverage required for this project. The low bidder shall provide proof of coverage with the quotation. Failure to provide such proof (Certificate of Insurance) from a qualified provider shall be grounds for disqualification and award to the next low bid received.

III. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverage's specifically waived by the County, on policies and with insurers with a preferred A. M. Best Company Rating of A VII, 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

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 coverage's' 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 coverage's required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

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

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

General Liability Coverage -Occurrence Form Required

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

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 coverage's. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

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(s) indicated on each certificate of insurance.

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

1. Indicate that **Escambia County** is an additional insured on the general liability policy.

1. Include a reference to the project and the Office of Purchasing number.
2. Disclose any self-insured retentions in excess of \$1,000.
3. Designate Escambia County as the certificate holder as follows:

Escambia County BOCC

Attention: Lester L. Boyd, Purchasing Coordinator

Office of Purchasing

P. O. Box 1591 Pensacola, FL. 32597-1591 Fax: (850) 595-4806

RE: Environmental Enforcement Division Various Residential/Commercial Abatement Projects:

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.

IV. Quotes: Quotes shall include costs for all overhead, profit, insurance, permits, labor, materials, and miscellaneous items required for this project. In the event that the property owner completes some or all of the work specified, the awarded contractor shall be entitled to negotiate a final price for work remaining not to exceed the total shown on the quote. In the event that the property owner completes all the work, the County reserves the right to pull the project even if the contractor has received a contract on a quote. Quotes will be accepted on a date to be determined and can be submitted via U.S. Mail, FEDEX UPS, AIRBORNE, or Hand-Delivery. Contractors will be notified of the results in the same manner. The County reserves the right to negotiate quotes with the contractor with the low bid.

V. Billing and Payment: Contractors will be required to submit with all invoices color photographs of the property prior to clean-up or demolition and color photographs of the property once the work has been completed. Photographs will be labeled with the project name. Contractors will submit with all invoices receipts for disposal. Disposal tickets shall be labeled with the project name. All invoices shall contain the Purchase Order number and start and stop date for each project. All invoices must be forwarded to the Office of Environmental Enforcement for approval. The Office of Environmental Enforcement will approve payments only after completion of the project and verification that the scope of work has been completed. Any request for change orders will be done on an as needed basis and must be approved prior to commencement of any additional work which was not described in the pre-solicitation walkthrough. Payments will be made in the form of a check issued by the Escambia County Clerk of Court. Checks will be mailed to the address on file. The Clerk of Court may require additional information to process any invoice. Inquires' regarding contractor payments are to be made through the Office of Environmental Enforcement. Payments can take up to but not limited to 30 days after receipt of invoice and all supporting documents.

VI. GUIDELINES FOR SUBMITTING QUALIFICATIONS

A. Each firm must submit **Two (2) original Written copies of Qualification Statements** by

1. **Thursday, 10:00 A.M., CDT, on October 26, 2017, PROPOSALS/QUOTES/BIDS ARE NOT ACCEPTED THROUGH FAX SYSTEMS, NOR EMAILS, AND ONLY AS DIRECTED PER THIS SOLICITATION AGREEMENT.**
2. All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of qualifications may be mailed to 213 Palafox Place, 2nd Floor, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **"Sealed Envelope Clearly Marked":**

Specification Number PD 16-17.100, Contractor Qualification List, and Tire Waste Registration for Environmental Code Enforcement. Name of Submitting Firm, Time and Date due". Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air-bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same.

Submittals received after the time set for solicitation closing will be **“REJECTED:”** and there shall be no reference to unopened Submittals being returned to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

VII. 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:

(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.

C. By submitting a qualifications statement, the firm agrees that the company does not appear on the Comptroller General's list of ineligible contractors for, Federally Assisted Projects.

D. The County will not consider any qualifications statement received after the Dead line. Respondents are solely responsible for timely delivery and those statements received after the deadline will be returned unopened.

E. Responses to this RFQ should not be elaborately designed. Firms should describe the company's qualifications only to the extent that these qualifications can translate into delivery to the full scope of services to the Escambia County.

F. The issuance of this RFQ, and receipt of qualifications statements by the County in no way commits the County to any Contractual Agreements for management of Environment Code Enforcement Services. The County will not be liable for any expenses incurred by a respondent in preparing a qualifications statement.

VIII. REQUEST FOR INFORMATION

Questions regarding this document should be directed to:

Lester L. Boyd, Office of Purchasing, Purchasing Coordinator, 213 Palafox Place, 2nd Floor, Pensacola, FL. 32502 Phone: (850) 595-4944 Fax: (850) 595-4805 Email: LLBOYD@myescambia.com.

IX. ADDENDUM

The response to this RFQ and all other accompanying documents or materials submitted by the respondents will be deemed to constitute part of the response. Changes to any Certificates, modifications to this solicitation document or the submission of alternative writing to the County, at least fourteen (14) calendar days prior to the deadline for the RFQ. The submitted proposal **must not contain erasures, changes, or corrections**. Any changes made to this RFQ will be made by **Addendum**, and will be sent to all respondents. Should any Addendum be issued, certification of receipt of such must be included in the response.

X. WITHDRAWAL OF QUALIFICATIONS STATEMENT

Response to this RFQ may be withdrawn by written request received by the County at any time prior to the deadline for receipt of responses.

XI. LOBBYING

"NO FIRM WILL LOBBY ANY COUNTY OFFICIAL, EMPLOYEE, STAFF, OR AGENT ON ANY MATTER REGARDING THIS SOLICITATION!"

ATTACHMENT "A"

*NOTICE: Attachment "A" Florida Department of Environment Protection Tire Waste Notice!

What You as a Tire Dealer Should Know About Florida's Waste Tire Law

If you operate a business that sells tires -- either new tires, or used tires -- you should know about the Florida laws that deal with the collection, storage, and disposal of used and waste tires.



Florida's waste tire laws are found in the Florida Statutes (Ch. 403.717, F.S.) and in the Rules of the Florida Department of Environmental Protection (Ch. 62-711 and 62-701, Florida Administrative Code). Tire dealers should be aware that these regulations apply to their operations. Copies may be acquired from the DEP by calling 850-245-8756 or from our website:

www.dep.state.fl.us/waste/quick_topics/rules/documents/62-711.pdf

If you store or otherwise deal with waste tires -- defined as a tire that has been removed from a motor vehicle and has not been retreaded or regrooved (including used tires and processed tires) -- this leaflet summarizes your responsibilities under these regulations. However, this leaflet is *not* a substitute for reading and knowing the regulations themselves.

If you are a tire dealer who stores or otherwise deals with used or waste tires:

- You can store no more than 1,500 tires (total of used and waste tires); this includes inside and outside storage.
- You must maintain neat, mosquito free piles of used and waste tires at all times.
- If more than 25 tires a month are collected and hauled from your facility, you must keep records of who collects your waste tires, how many are collected, when they are collected, the registration number of the collector, and where they are taken.

Florida Department of Environmental
Protection

You may only contract with a registered collector to haul off waste tires and the collector must have a current registration decal displayed on the vehicle that picks up the tires.

If you haul your own waste tires in loads of more than 25 tires at a time, you must register with the Department of Environmental Protection as a waste tire collector.

If you allow tires to be removed from your business by someone other than a registered collector, you remain responsible for those tires. If they are illegally dumped you can be fined or required to clean up the disposal site and properly dispose of the tires.

A firm that retreads tires may haul its own tires to its own store, and bring the casings back to the retread plant.

**For More Information About Florida's
Waste Tire Law,
Call (850) 245-8756**

Or download the rule from our website:

www.dep.state.fl.us/waste/quick_topics/rules/documents/62-711.pdf



Revised August 2013

Florida Department of Environmental
Protection