

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST**

**ESCAMBIA COUNTY, FLORIDA INVESTMENT BANKING SERVICES
SPECIFICATION PD 16-17.012**

• **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:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURES)
- PROPOSAL FORM (WITH ORIGINAL SIGNATURES) AND (1) CD OR FLASH DRIVE

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- 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
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)

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**

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

**ESCAMBIA COUNTY, FLORIDA INVESTMENT BANKING SERVICES
SPECIFICATION PD 16-17.012**

SPECIFICATION NUMBER: PD 16-17.012

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 pm CST, November 22, 2016

**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

**Grover C. Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Douglas Underhill
Lumon May**

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:

**Claudia Simmons
Purchasing Manager, Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Tel: (850) 595-4987
Fax: (850) 595-4805**

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 Investment Banking Services
PD 16-17.012**

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Forms marked with an (* Asterisk) must be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS * *

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4980 Fax No: (850) 595-4805

REQUEST FOR PROPOSAL

Escambia County, Florida

Investment Banking Services

SOLICITATION NUMBER: PD 16-17.012

SOLICITATION

MAILING DATE: **Monday, November 11, 2016**

OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m. CST, November 22, 2016** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____ N/A _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

* *

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the 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. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Effective Date

PROPOSAL FORM
Specification Number PD 16-17.012
Escambia County, Florida Investment Banking Services

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having familiarized himself with the , nature and scope of the work, and having carefully developed an acceptable method of providing services as described herein, proposes to provide Investment Banking Services for the proper execution of contract number **PD 16-17.012** at the proposed price stated within this proposal, subject to negotiations and final and best offers.

PROPOSED FEES TO BE INCLUDED IN PROPOSAL

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

Proposer: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

**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 I Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or 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, non-jury 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 and subscribed before me this _____ day of _____, 20____

Personally known _____

OR produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(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

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President:_____Treasurer:_____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 1 of 2

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

Telephone Number: _____ Facsimile Number: _____ E-mail: _____

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

(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 varies 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.myescambia.com/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**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
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**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 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

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers 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 16-17.012, Escambia County, Florida Investment Banking Services”, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The Board of County Commissioners of Escambia County is seeking the Professional Services of a Lobbyist for Escambia County (the “County”), Florida with regard to any matters in which the County may need such services before the other Florida Counties, Gulf Coast States, Florida Legislature, state and federal officials and administrative agencies and the Florida Governor and Cabinet in whichever legal role said entities may be performing.

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

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for 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.

2. Procurement Questions

Questions may be directed to:
Claudia Simmons, CPPO, Purchasing Manager
850-595-4987 (Telephone), 850-595-4805 (Fax)

3. Proposal Forms

This Solicitation contains a Solicitation, Offer & Award Form and a Proposal Form, which shall be submitted in a sealed envelope, One Original with signatures in indelible ink signed in the proper spaces and one CD containing the entire proposal submittal. Responses on vendor forms will not be accepted.

Insurance Requirements

4. 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, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

4.1 County Insurance Required

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

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

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

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

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

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

General 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 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.

Professional Liability Coverage

The other party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)

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

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which reflect Escambia County as the certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

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.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part I	General Information
1-1	Purpose
1-2	Scope of Services
1-3	Length of Proposal
1-4	Award and Contract Execution
1-5	Issuing Officer
1-6	Contract Consideration
1-7	Rejection
1-8	Inquiries
1-9	Addenda
1-10	Schedule
1-11	Proposal Content and Signature
1-12	Negotiations
1-13	Recommended Proposal Preparation Guidelines
1-14	Prime Contract Responsibilities
1-15	Disclosures
1-16	Method of Payment

PART I GENERAL INFORMATION

The 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.

1-1 PURPOSE

Escambia County, Florida (the "County") is soliciting proposals from firms to serve as Underwriter(s) for the County's anticipated debt financings. The County currently anticipates financing approximately \$87 million in improvements to the County Jail through the issuance of bonds, which are anticipated to be secured by non-ad valorem revenues (such as sales tax revenues). The County may, in its sole discretion, negotiate with an underwriter or underwriters for each financing. The County intends to use the selected underwriters for a period of approximately 2 years.

1-2 SCOPE OF SERVICES – Attachment A

1-3 LENGTH OF CONTRACT

The contract for Investment Banking Services will be for a period of 24 months commencing upon approval by the County Commission of a contract with a firm or firms responding to this Request for Proposal. Commencement of the contract is contingent on the County's Board of Commissioners approval.

The contract will provide for early termination of the contract, without cause, by (i) the County, upon 30 days written notice to the consultant of intention to terminate, and (ii) the Consultant, upon 30 days written notice to the County of intention to terminate.

1-4 NEGOTIATIONS

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

1-5 ISSUING OFFICER

The project Director shall be Amy Lovoy, Assistant County Administrator . The liaison officer shall be Jack Brown, County Administrator. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-6 CONTRACT CONSIDERATION

It is expected that the contract shall be a **firm fixed price contract** after negotiation.

1-7 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all

proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-8 INQUIRIES

Questions for the Request for Proposals may be directed in writing to:
claudia_simmons@myescambia.fl.us.

Claudia Simmons, Manager
Office of Purchasing
213 Palafox Place, Suite 200
Pensacola, FL 32502

Any clarification to or changes in the Specifications for Request for Proposals resulting from a written question received shall be mailed to all firms who have been mailed a copy or who have registered to receive a copy of the Request for Proposals from the Office of Purchasing.

1-9 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.

1-10 SCHEDULE

The following **tentative** schedule to be adhered to in so far as practical in all actions related to this procurement is detailed below and is subject to change.

- A. Notification/Adv. date of proposals... **November 11, 2016**
- B. Receipt of proposals..... **Tuesday, November 22 , 2016**
- C. Review of proposals..... **Week of December 5, 2016**
- D. Earliest possible date for Board of County Commissioners
Approval..... **January 5, 2016**

1-11 PROPOSAL CONTENT AND SIGNATURE

One original, six copies and one CD of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-12 NEGOTIATIONS

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

1-13 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward 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 other non-three-ring binding with all pages 8.5" x 11" format. Proposers shall provide one CD or Flash Drive containing the complete proposal.

1-14 PRIME CONTRACT RESPONSIBILITIES

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

1-15 DISCLOSURE

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

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS Attachment "A"

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS (RFP)

FOR

INVESTMENT BANKING SERVICES

RFP Issue Date: November 8, 2016

RFP Response Due Date: November 22, 2016 no later than 3:00 p.m. (Central)

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EXHIBIT A – Pricing Worksheet

EXHIBIT B – Public Entity Crimes Form

EXHIBIT C – Drug-Free Workplace Form

LINKS

Comprehensive Audited Financial Report

http://www.escambiaclerk.com/clerk/coc_cafr.aspx

Adopted FY 2017 Budget

<https://myescambia.com/our-services/budget/information-and-related-documents>

I. INTRODUCTION

Escambia County, Florida (the "County") is soliciting proposals from firms to serve as Underwriter(s) for the County's anticipated debt financings. The County currently anticipates financing approximately \$87 million in improvements to the County Jail through the issuance of bonds, which are anticipated to be secured by non-ad valorem revenues (such as sales tax revenues). The County may, in its sole discretion, negotiate with an underwriter or underwriters for each financing. The County intends to use the selected underwriters for a period of approximately 2 years.

II. SCOPE OF SERVICES

The Underwriter(s) will assist the County in the structuring, marketing and sale of negotiated bonds to meet the financing requirements of the specific financing. Services expected of the selected Underwriter(s) will include, but not be limited to, the following:

- Assist in the development, planning, and structuring of the County's bond issues.
- Assist in the review and preparation of legal documents to result in a completed financing that is in the best interests of the County.
- Marketing and underwriting of the bonds. The County will expect selected Underwriter(s) to recommend a marketing plan that results in the most favorable bond terms to the County, and to prepare a pre-pricing analysis document for timely discussion prior to the bond sale. A marketing plan would address current outstanding market conditions. The marketing plan would also address the merits of retail versus institutional sale, given market preferences at the time of sale.
- Analyze and advise as to the security structure for bonds, including credit enhancement, and ratings, depending on the financing.
- Assist in preparation of the Official Statement, Continuing Disclosure Agreement and other necessary bond disclosure documents.
- Participate in meetings as requested, including due diligence and presentations to the County.

III. INSTRUCTIONS TO PROPOSERS

1. The County must receive all submittals at the location stated in paragraph three (3) not later than **3:00 PM CST on November 22, 2016**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the Proposer to have its

package delivered to the County by U.S. Mail, hand delivery, or any other method available to them; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall not be the responsibility of the County. Submittals received after the deadline shall not be considered, and may be returned only at the Proposer's expense.

2. Each Proposer shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Proposers shall submit one (1) original, six (6) signed copies, and one (1) electronic copy of the submittal. The electronic copy shall be submitted on a USB Flash Drive as an Adobe PDF file. The submittal must be delivered to the County in one package, clearly marked on the outside, "Request for Proposals for Investment Banking Services for Escambia County, Florida", with opening time and date, and sent or delivered to:

Claudia Simmons, Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-4987

The County will forward the electronic copy to the County's financial advisor:

Gary E. Akers
FirstSouthwest, a Division of Hilltop Securities, Inc.
Director
gary.akers@hilltopsecurities.com

4. The Submittal shall clearly indicate the legal name, Federal taxpayer identification number, address, and telephone number of the Proposer. The person signing the Submittal on behalf of the Proposer shall have the authority to bind the Proposer to the submitted proposal.
5. The County shall not be liable for any expenses incurred in the preparation or presentation of the proposals.
6. The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the services. The County shall be the sole judge of the submittals and the resulting negotiated agreement that is in the County's best interest, and the County's decision shall be final.
7. Joint proposals will not be accepted.

8. **Proposers, their agents, or associates shall refrain from contacting or soliciting any County staff or members of the County Commission directly or indirectly regarding this RFP during the selection process. Failure to comply with this provision may result in the disqualification of the Proposer. All requests for clarification or additional information should be made in writing by 4 PM CST on November 10, 2016 to:**

Amy Lovoy
Assistant County Administrator
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-3935
allovoy@co.escambia.fl.us

-and-

Gary Akers, Director
FirstSouthwest, a Division of
Hilltop Securities
450 S. Orange Ave., Suite 460
Orlando, FL 32801
Phone: (407) 426-9611
gary.akers@hilltopsecurities.com

IV. PROPOSAL REQUIREMENTS:

This RFP shall include, but not be limited to, responses to the following requirements:

1. Transmittal Letter, summarizing the key points in the RFP which is signed by an officer of the firm who is responsible for committing the firm's resources. The letter should include the following (limit to 2-pages):
 - a. Name of the firm submitting the proposal
 - b. Name and title of the individual with responsibility for this response and to whom matters regarding the RFP should be directed
 - c. Mailing address
 - d. Telephone, fax number and e-mail address of the firm's primary contact
 - e. Brief narrative of the firm's qualifications to provide underwriting services to the County.
2. General information about the Proposer, including a brief history of the firm, and the number and location of sales professionals (limit to 2-pages).
3. Provide the names and roles of the public finance professionals you would expect to assist the County in the proposed debt financings and what office(s) from which the work will be performed, and indicating who will be the primary day-to-day contact for the engagement and their experience and availability. Resumes for your team members can be included as an appendix. (limit to 1-page excluding resumes as appendix)
4. Provide a summary table (shown below) and a chronological listing of the firm's Senior Managed, and Co-Managed underwriting experience both nationally and within the State of

Florida for the prior 3-years. The summary table should include the following, and also specifically identify the source of the information included within the tables:

	<i>Senior Managed Fixed Rate Underwriting Experience</i>			
	Nationally		Florida	
<i>Calendar Year</i>	# of issues	\$ amt.	# of issues	\$ amt.
<i>2013</i>				
<i>2014</i>				
<i>2015</i>				
<i>YTD 2016</i>				
<i>TOTAL</i>				

	<i>Co-Managed Fixed Rate Underwriting Experience</i>			
	Nationally		Florida	
<i>Calendar Year</i>	# of issues	\$ amt.	# of issues	\$ amt.
<i>2013</i>				
<i>2014</i>				
<i>2015</i>				
<i>YTD 2016</i>				
<i>TOTAL</i>				

5. Please provide a discussion of the Proposer's marketing strategy and distribution capabilities for a fixed rate financing, including number of offices, retail sales professionals, and institutional sales professionals. Breakout Florida based professionals. (limit to 2-pages)
6. Provide at least three (3) clients who may be contacted as a reference with respect to the firm's work performance as Underwriter. For each reference, include the contact person's name, title, address, phone number, and e-mail.
7. Provide the names of three law firms and the attorney that may be retained as underwriter's counsel should your firm be appointed a Senior Manager. The County's Bond Counsel is Bryant Miller Olive and Disclosure Counsel is Nabors, Giblin and Nickerson.
8. Describe the firm's ability and willingness to commit capital to the County's financing(s). Provide a table detailing the firm's total capital, equity capital, net capital and excess net capital for the prior 3 years. Include specific case studies in which the firm committed

capital to a municipal issuer during the past 12 months in order to assist in bringing a deal to market. (limit 2 pages)

9. Discuss and provide specific information concerning the in-house technical support, computer modeling and financing analysis capabilities (limit to 1-page).
10. A description of any litigation or regulatory action filed against the Proposer since January 1, 2014 and the resolution thereof. Identify fully the extent to which your firm or individual partners or employees are the subject of any ongoing municipal securities investigation, litigation, arbitration or subject to a subpoena in connection with such investigation, litigation, or arbitration.
11. Any additional information you feel will be helpful to the County in evaluating your qualifications to serve as Underwriter.
12. Pricing Proposal: Please complete the underwriting discount worksheet that is attached as Exhibit A to this RFP, which should include the breakdown of itemized expenses. The County's Disclosure Counsel will prepare the preliminary and final official statements. Underwriter's Counsel will be responsible for preparing the bond purchase agreement in addition to other traditional requirements the senior manager may require.

V. SELECTION CRITERIA

The County desires to select the Underwriter(s) that demonstrates the ability to provide the highest quality of service. To accomplish this goal, the County's criteria for selection shall include, but not be limited to the following:

1. Quality, quantity and relevance of Proposer's experience and resources – *20 points*
 2. The experience of the professionals assigned to the transaction – *20 points*
 3. Ability to demonstrate the firm's marketing and distribution capabilities and meet the requirements of the County with future financings – *20 points*
 4. Understanding of the work to be performed – *20 points*
 5. Client references – *15 points*
 6. All matters included in the proposal – *15 points*
 7. All matters that may be learned by the County not included in the proposal – *15 points*
 8. Responses to Pricing Proposal – *15 points*
 9. Completeness of proposal – *10 points*
- Total Points = *150 points*

An Evaluation Committee will review and evaluate the submittals. All respondents to this request will be notified in writing as to the final outcome of this process.

VI. SELECTION AWARD

After the County has evaluated the written proposals, they may or may not require presentations of the top ranked firms. After the evaluation is completed, the County's selection committee will make a recommendation to the Board of County Commissioners.

VII. TERMS AND CONDITIONS

The County reserves the right to reject all proposals, any proposal not conforming to this Request for Proposals, and to waive any irregularity or informality with respect to any proposal. The County further reserves the right to request clarification of information submitted and to request additional information from one or more proposers.

The County requires that the Underwriter(s) selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations.

The County requires the Underwriter(s) selected make an affirmative statement to the effect that their retention shall not result in conflicts of interest with respect to the County.

The County requires that the Underwriter(s) make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the County Commission, or County staff, except as expressly permitted under paragraph 8 of Instructions to Proposers above.

VIII. STATEMENT ON PUBLIC ENTITY CRIMES

Failure of the respondent to certify the firm as free from any "public entity crime" as defined in the Florida Statutes, Subsection 287.133 shall result in rejection or disqualification of your proposal.

IX. DRUG-FREE WORKPLACE

Failure of the respondent to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087 shall result in rejection or disqualification of your proposal.

EXHIBIT A

Issue:	Sales Tax Revenue Bonds	
Assumed Rating	Uninsured "A1/A+"	
Maturity	Par*	Takedown (\$/bond)
10/1/2017	\$ 1,805,000	
10/1/2018	205,000	
10/1/2019	215,000	
10/1/2020	225,000	
10/1/2021	235,000	
10/1/2022	245,000	
10/1/2023	260,000	
10/1/2024	270,000	
10/1/2025	285,000	
10/1/2026	300,000	
10/1/2027	315,000	
10/1/2028	330,000	
10/1/2029	345,000	
10/1/2030	365,000	
10/1/2031	385,000	
10/1/2032	400,000	
10/1/2033	4,215,000	
10/1/2034	4,385,000	
10/1/2035	4,560,000	
10/1/2036	4,740,000	
10/1/2037	4,930,000	
10/1/2038	5,125,000	
10/1/2039	5,330,000	
10/1/2040	5,545,000	
10/1/2041	5,765,000	
10/1/2042	6,000,000	
10/1/2043	6,240,000	
10/1/2044	6,490,000	
10/1/2045	6,745,000	
10/1/2046	7,015,000	
Total	\$ 83,270,000	

	\$/bond	\$ Amount
Average Takedown:		
Management Fee:		
Total Expenses:		
Total UW Discount:		

Itemized Expenses:		
Total:		

* Preliminary and subject to change.