

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

OUTDOOR ADVERTISING SIGN SITE LEASE

SPECIFICATION NUMBER **PD 16-17.013**

Proposals Will Be Received Until: **3:00 p.m. CST, Monday, December 5, 2016**

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

Pensacola, FL 32591-1591

Attention: Claudia Simmons, Purchasing Manager

Board of County Commissioners

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

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Claudia Simmons, Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4987
F: 850.595.4805
e-mail: casimmons@myescambia.com

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 PROPOSAL
PROPOSAL CHECKLIST
OUTDOOR ADVERTISING SIGN SITE LEASE
SPECIFICATION PD 16-17.013**

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM WITH ORIGINAL SIGNATURE)
- PROPOSAL FORM (WITH ORIGINAL SIGNATURE)
- BID SURETY (CHECK)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- 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

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 REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE 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 PROPOSALS LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
PROPOSAL ONLY.**

DO NOT RETURN WITH YOUR PROPOSAL.

OUTDOOR ADVERTISING SIGN SITE LEASE
PD 16-17.013

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Forms marked with a (Double Asterisk) should 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

REQUEST FOR PROPOSALS

Manager, Office of Purchasing

Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, 2nd Floor, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32597-1591
 Phone No: (850) 595-4980 Fax No: (850) 595-4805

OUTDOOR ADVERTISING SIGN SITE

LEASE SOLICITATION NUMBER: PD
16-17. 013

SOLICITATION

MAILING DATE: **Monday, November 14, 2016**

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CST, Monday, December 5, 2016 and 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 PROPOSAL: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

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 proposer's offer shall result in this proposal being rejected as non-responsive.**

Dates		Minimum Bid		Proposed Fees	
From	To	Annual	Monthly	Annual Fee	Monthly Fee
12/11/16	12/10/17	\$3,000.00	\$250.00	\$	\$
12/11/17	12/10/18	\$3,600.00	\$300.00	\$	\$
12/11/18	12/10/19	\$4,200.00	\$350.00	\$	\$
12/11//19	12/10/20	\$4,800.00	\$400.00	\$	\$
12/11/20	12/10/21	\$5,400.00	\$450.00	\$	\$

CONTRACTOR REQUIREMENTS

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

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number _____

Bidder: _____

Address: _____

By: _____

Signature: _____

Title: _____

Person to contact concerning this bid:

Phone _____

Fax _____

E-Mail Address: _____

Person to contact for disaster service:

Cell _____

Home Phone _____

**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

**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.

Is this a Florida Corporation (Please Circle One)
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)

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

Contact person for company: _____ E-mail: _____

Telephone Number: _____ Facsimile Number: _____

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

(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

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 Proposal 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 Bidder/Proposal 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/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**
 - 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 Equivalent**
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**

ESCAMBA 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. 013, "Outdoor Advertising Sign Site Lease", 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 qualified Offeror to lease property for use as the site for outdoor advertising sign under the terms and conditions stated in the attached Agreement.

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. **Bid Surety**

Each offer shall be accompanied by a cashier's check or certified check in the amount of One Thousand Dollars (\$1,000.00) of the total offer.

Checks are to be made payable to Escambia County, Florida. The amount of the check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the proposal check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

All questions shall be directed to Claudia Simmons, Purchasing Manager, Telephone # (850) 595-4987, Fax (850) 595-4805, Email casimmons@myescambia.com.

4. **Proposal Forms**

This Solicitation contains a Solicitation and Offer Form, Proposal Form (Exhibit "B") which 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 and be submitted in a sealed envelope, **with Original signatures** in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Work Plan Control
1-15	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Experience and Qualifications
Part III	Criteria for Selection
Part IV	Outdoor Advertising Sign Site Lease Agreement
	Exhibit "A" Property Leased Legal Description
	Exhibit "B" Rent

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Offeror to lease property for use as the site for outdoor advertising sign under the terms and conditions stated in the attached Outdoor Advertising Sign Site Lease Agreement.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Advertising Agency provider to develop a strategy for marketing advertising services that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Angela Crawley, Program Coordinator, County Administration. 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.

1-4 CONTRACT CONSIDERATION

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

1-5 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.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Claudia Simmons, Purchasing Manager, Telephone (850) 595- 4987, Email casimmons@myescambia.com.

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:

Mailing date of proposals	Monday, November 11, 2016
Receipt of proposals	3:00 p.m. CST, Monday, December 5, 2016
Review of proposals	3:30 p.m. CST, Monday, December 5, 2016
Board of County Commissioners approval	Thursday, December 8, 2016

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original and One (1) 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.

1-10 NEGOTIATIONS

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

1-11 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.

1-12 DISCLOSURE

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

1-13 WORK PLAN CONTROL

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

1-14 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals; however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal May be rejected.

2-3 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,

Provide reference names and phone numbers for similar projects your firm has completed

PART III CRITERIA FOR SELECTION

1. Experience and qualifications
2. Proposed Methodology
3. Fees negotiated as per minimum fees Exhibit "B"

PART IV OUTDOOR ADVERTISING SIGN SITE LEAST AGREEMENT

Escambia County Board of County Commissioners has determined that it is in the best interest of the County to lease the property for use as the site for an outdoor advertising sign under the terms and conditions stated in this agreement.

**OUTDOOR ADVERTISING SIGN SITE
LEASE AGREEMENT**

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between _____ (“Lessee”) and Escambia County, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, the County is the owner of certain real property (Property) in Escambia County described below; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the County to lease the Property for use as the site for an outdoor advertising sign under the terms and conditions stated in this Agreement;

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to Lessee the property described in the attached Exhibit A for use as the site for an outdoor advertising sign (“Property”).
3. Term. The initial term of the Lease shall be for five (5) years, commencing on _____, 2016 (Effective Date) and ending on _____, 2021.
4. Rent. Lessee shall pay to the County on or before the first of each month, rent as described in the attached Exhibit B.
5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, Lessee shall remove all improvements installed on the Property by Lessee and return the Property to the condition that existed immediately prior to Lessee’s possession of the Property.
6. Maintenance, Utilities, and Taxes. Lessee shall be responsible for routine maintenance of the Property and any improvements and for ensuring that the Property is kept in a neat, safe, and orderly condition. Lessee shall be responsible for all utilities and associated service charges and all taxes and assessments associated with Lessee’s use of the Property.
7. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee accepts the Property “as is” on the Effective Date of this Lease with no warranties regarding suitability of use.

8. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to Lessee's use or possession of the Property.

9. Insurance. Lessee shall provide, at its own expense, insurance to cover any damage sustained by the Property or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God.

During the term of the Lease, Lessee shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must show policies with insurers with a Secure A.M. Best rating and financial rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages. All liability coverage shall be through carriers licensed to do business in the State of Florida.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32591-1591, as an "additional insured" and the certificate holder. **Certificates must be mailed to Robert "Bob" Dye, Risk Manager, Post Office Box 1591, Pensacola, Florida 32591-1591 and a copy faxed to Paul R. Nobles CPPO, CPPB, Purchasing Coordinator at (850) 595-4805.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

Lessee agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Lessee must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

10. Use of Premises. Lessee shall use the Property solely as the site for an outdoor advertising sign and for no other purpose. County reserves the right to specify the routes to be used by Lessee for access to the Property and to change those routes at its discretion.

11. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party.

12. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place, Suite 420
Pensacola, Florida 32502

LESSEE:

With a copy of notices and correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

13. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

14. Compliance with Laws. Lessee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

15. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Lessee after the date of this Lease. Lessee acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

16. Assignments and Subleases. This Lease shall not be assigned or subleased.

17. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

18. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and Lessee have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

LESSEE

Witness _____

Print Name _____

Witness _____

Print Name _____

By: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____. He/She () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

DRAFT DOCUMENT REVISIONS MAY BE MADE BASED ON NEGOTIATIONS

EXHIBIT "A"

Legal Description of Property

Commence at the northeast corner of Section 17, Township 2, South, Range 30 West, Escambia County, Florida; thence run South 02 degrees 08 minutes 47 seconds West along the east line of said Section 17 for 63.57 feet; thence run North 88 degrees 12 minutes 30 seconds West 258.14 feet; thence run North 83 degrees 21 minutes 41 seconds West 128.86 feet to the POINT OF BEGINNING of this description; thence continue North 83 degrees 21 minutes 41 seconds West for 21.85 feet; thence run South 02 degrees 09 minutes 09 seconds West for 42.35 feet; thence run South 83 degrees 48 minutes 11 seconds East for 35.58 feet; thence run North 15 degrees 19 minutes 32 seconds West for 45.62 feet to the point of beginning and termination of this description. All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida and containing 0.0278 acres more or less.

**Rent- Proposed Fees
Exhibit "B"**

See Solicitation and Offer Form

Page 1

Dates		Minimum Bid		Proposed Fees	
From	To	Annual	Monthly	Annual Fee	Monthly Fee
12/11/16	12/10/17	\$3,000.00	\$250.00	\$	\$
12/11/17	12/10/18	\$3,600.00	\$300.00	\$	\$
12/11/18	12/10/19	\$4,200.00	\$350.00	\$	\$
12/11/19	12/10/20	\$4,800.00	\$400.00	\$	\$
12/11/20	12/10/21	\$5,400.00	\$450.00	\$	\$