

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

Re-Solicit, Consulting Services for RESTORE Act of 2012, Multi-Year Plan

Solicitation Identification Number PD 13-14.026

Proposals Will Be Received Until: **2:00 p.m. CDT, Wednesday, April 16, 2014**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM

Board of County Commissioners

Lumon J. May, Chairman
Steven L. Barry, Vice Chairman
Wilson B. Robertson
Grover C. Robinson, IV
Gene M. Valentino

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:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@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.
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SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Re-Solicit, Consulting Services for RESTORE Act of 2012, Multi-Year Plan
SPECIFICATION PD 13-14.026**

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 Proposal Form, With Original Signature (pg 1)
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements" (pg 11)
- Sworn Statement Pursuant To Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pg 2)
- Drug-Free Workplace Form (pg 4)
- Information Sheet For Transactions And Conveyances Corporate Identification (pg 5)
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Conflict/Non-Conflict Of Interest Statement

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate Of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the "**REASON FOR NO PROPOSAL**" block, your company's name, address, signature, and return the solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- Conflict/Non-Conflict Of Interest Statement
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)
- Request for Proposals Response Format

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Contracting Agency
- 1-4 Project Manager
- 1-5 Contract Administrator
- 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 Conflict of Interest Statement
- 1-16 Disclosures
- 1-17 Delays
- 1-18 Work Plan Control
- 1-19 Method of Payment

Part II Information Required from Consultants

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Disclosure of Any Current Associations Related To RESTORE Act
- 2-8 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID 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 _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

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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

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Corporate Identification

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 Consultant 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: _____

(Revised 9/18/09)

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Refer to Special Terms and Conditions Item #6, page 16

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

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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://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 **Consultants 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**

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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. **Consultant 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://www.sunbiz.org/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

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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, 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:

<p>Specification Number <u>PD 13-14.026, Re-Solicit, Consulting Services for RESTORE Act of 2012, Multi-Year Plan</u>, Name of Submitting Firm, Time and Date due.</p> <p>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.</p>

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 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.

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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. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Consultant, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Consultant by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Consultant by the Office of Purchasing. Such termination may also result in suspension or debarment of the Consultant.

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3. Termination (Public Records Request)

If the Consultant refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the Consultant and his surety, if any, seven (7) days written notice, during which period Consultant still fails to allow access, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Consultant, and may finish the project by whatever method it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontract work.)

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.

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

4.01 County Insurance Required

The Consultant 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 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 Consultant, its employees, or by Sub-Consultant(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 Consultant shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its Sub-Consultant(s) obtain and maintain until the completion of that Sub-

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Consultant(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 Consultant.

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

Except for workers compensation and professional liability, the Consultant'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 Consultant waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Consultant'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 Consultant is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Consultant or any other insurance of the Consultant 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 Consultant 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.

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

General, Automobile and Excess or Umbrella Liability Coverage

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

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

General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy 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. 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 coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Consultant to provide the

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County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB
Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein.

If requested by the County, the Consultant shall furnish complete copies of the Consultant's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the Consultant shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor 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 no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

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Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Termination/Adverse Change Endorsement

All of Consultant's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Consultant's certificate(s) of insurance shall state, that the county shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

5. Indemnification

Consultant agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Consultant under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant or resulting from the use by Consultant, or by any one for whom Consultant is legally liable, of any materials, tools, machinery or other property of County. County and Consultant agree the first \$100.00 of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

6. Conflict of Interest

It WILL be considered a conflict of interest if the selected consultant or any subcontractors on the MYIP submits for consideration on implementing projects within the MYIP.

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It WILL NOT be considered a conflict if:

The prospective MYIP consultant or subcontractors are working with other Counties, Parishes, States, the Gulf Council or propose to work with the Florida Consortium.

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PART A SUMMARY

The selected firm will provide general guidance and support to Escambia County staff and advise the RESTORE Act Advisory Committee (RESTORE Committee) for programs and processes related to the RESTORE Act. Mandatory tasks include development and solicitation of a project proposal application, and project selection criteria for candidate projects requesting funding from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund) under the Direct Component of the RESTORE Act. The selected firm will assist County Staff and advise the RESTORE Committee with development of the Multi-Year Implementation Plan (MYIP) required under the RESTORE Act.

The selected firm will work under the direction of County staff and advise the RESTORE Committee to facilitate these tasks and will utilize significant public involvement, the best available science and best management practices in the development of project selection criteria and the MYIP. The selected firm will ensure consistency between all deliverables including, but not limited to, project selection criteria and the MYIP and agree to meet all conditions required by the RESTORE Act, U.S. Treasury and Audit Regulations. In addition, the firm must demonstrate fluency in relevant federal, state and local laws and ordinances required for project implementation including, but not limited to, the National Environmental Policy Act (NEPA), Federal Disability Laws: US Access Board Website at www.access-board.gov (To reference the Rehabilitation Act of 1973 and the Americans with Disabilities Act, in particular.), State Disability Laws: Florida Senate website at www.flsenate.gov (To reference disability statutes in the state of Florida, specifically the Florida American with Disabilities Accessibility Implementation Act, FL Statue 553.501-513 and the Florida Building Code, Chapter 11.), US Department of Treasury Website: www.treasury.gov (To reference audit requirements and rules and regulations related to the Gulf Coast Restoration Trust Fund which was established in the Treasury of the United States by the RESTORE Act.) and Davis Bacon Act.

The selected firm will provide expertise in the areas of, but not limited to: economic development, environmental restoration, long range planning, public outreach, engineering, infrastructure and *must* demonstrate a thorough understanding of processes and planning related to the RESTORE Act. The selected firm must demonstrate expertise in grant management and grant-making processes. Applicants must demonstrate extensive knowledge of local environmental and economic factors which impact Escambia County. In-depth understanding of the root causes of impairment and limiting factors related to the Pensacola and Perdido Bay watershed systems and specific expertise in the areas of workforce and tourism development is required. Demonstrated knowledge of regional watersheds including Alabama watersheds, and watersheds ranging from Mobile Bay to Apalachicola Bay is also desirable.

The selected firm will demonstrate a thorough understanding of the role of the

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RESTORE Committee and the policies and procedures of the Escambia County Board of County Commissioners (BOCC) and will be required to review information presented at RESTORE Advisory Committee meetings including reports, studies and presentations. Documents for past meetings may be accessed through the Escambia County RESTORE Advisory Committee's webpage at www.myescambia.com/restore.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Consulting Services of a qualified Consultant Related to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast (RESTORE) Act of 2012.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Consultant to write the Escambia County RESTORE Multi-Year Implementation Plan, assist with development of project selection criteria, assist with project selection and ranking.

1-3 CONTRACTING AGENCY

The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 PROJECT MANAGER

The Project Manager shall be Keith Wilkins, Department Director, Community & Environment or his designee.

1-5 CONTRACT ADMINISTRATOR AND PROJECT DIRECTOR

The Contract Administrator and Project Director shall be Larry M. Newsom, Interim County Administrator or his designee.

1-6 CONTRACT CONSIDERATION

It is expected that the contract shall be a Service Contract after negotiation with an estimated 18 month term, depending on publication of Treasury Regulations and associated guidance memoranda.

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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

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4918, fax (850) 595-4805, email prnobles@myescambia.com.

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 schedule is tentative and will be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals	Monday, March, 17, 2014
B. Final day for questions	Wednesday, April 2, 2014
C. Date for responses to questions	Tuesday, April 8, 2014
D. Receipt of proposals	Wednesday, April 16, 2014
E. Review of proposals	Wednesday, April 30, 2014
F. Discussions Meeting	Wednesday, May 14, 2014
G. Negotiations	Wednesday, June 4, 2014
H. Board of County Commissioners approval	Thursday, June 26, 2014

1-11 PROPOSAL CONTENT AND SIGNATURE

Proposers shall submit one original paper copy and four (4) electronic versions of the proposal on a CD-ROM. All files must be in portable document format (PDF).

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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 Consultants shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in PDF format per Item 1-10 above.

1-14 PRIME CONTRACT RESPONSIBILITIES

The selected Consultant shall be required to assume responsibility for all services offered in his proposal. The selected Consultant 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 CONFLICT OF INTEREST STATEMENT

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 46 of the Escambia County Code of Ordinances.

1-16 DISCLOSURE

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

1-17 DELAYS

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

1-18 WORK PLAN CONTROL

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

1-19 METHOD OF PAYMENT

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Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONSULTANTS

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.

Provide Fee Schedule outlining the following, broken down as follows:

- **Job Description**
- **Hours**
- **Overhead**
- **Profit**
- **Expenses**
 - **Direct**
 - **Indirect**

Tentative Tasks 1 – 10, per the Scope of Work \$To Be Negotiated, If 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(s) the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP. SOLICITATION AND OFFER FORM 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.

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2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule, to include, but not limited to the National Environmental Policy Act (NEPA), Federal Disability Laws: US Access Board Website at www.access-board.gov (To reference the Rehabilitation Act of 1973 and the Americans with Disabilities Act, in particular.), State Disability Laws: Florida Senate website at www.flsenate.gov (To reference disability statutes in the state of Florida, specifically the Florida American with Disabilities Accessibility Implementation Act, FL Statue 553.501-513 and the Florida Building Code, Chapter 11.), US Department of Treasury Website: www.treasury.gov (To reference audit requirements and rules and regulations related to the Gulf Coast Restoration Trust Fund which was established in the Treasury of the United States by the RESTORE Act.) and Davis Bacon Act.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 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 narrative description of the organization of the project team.

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,
- [d] availability to the project

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

2-7 DISCLOSURE OF ANY CURRENT ASSOCIATIONS RELATED TO RESTORE ACT

Provide a list of all associations related to the RESTORE Act of 2012 with other governmental entities (city, county, state, educational, authorities, etc.).

2-8 COST PROPOSAL

Proposer’s cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of the Mandatory Tasks of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person’s time devoted to the project, and profit.

PART III CRITERIA FOR SELECTION

Description	Value
Multi-Year Implementation Plan Experience:	
Does the firm’s team have experience developing multi-year implementation plan or similar studies for Escambia County or other municipalities? If yes, the firm should receive a high score.	10
Does the firm’s team have experience with federal grants and contracts including compliance with U.S. Treasury and Audit Regulations, NEPA, Davis Bacon, and ADA? If yes, the firm should receive a high score.	5
RESTORE Act Knowledge:	
Does the firm demonstrate detailed knowledge of the RESTORE Act including the applicability of the various funding components, local RESTORE Committee directives, project application development, project selection criteria and ranking? If yes, the firm should receive a high score.	10
Workforce Development and Job Creation Experience	
Does the firms’ team have experience developing long-term economic development plans? If yes, the firm should receive a high score.	10

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Description	Value
Infrastructure Development Planning Experience:	
Does the firm have experience assessing the infrastructure needs and planning infrastructure projects? If yes, the firm should receive a high score.	10
Environmental Restoration Planning Experience	
Does the firm's team have experience determining root causes of environmental problems, and then developing environmental restoration solutions to address the issues? Does the firm demonstrate knowledge of compliance with federal regulations (i.e. TMDLs, 303(d) listed waterbodies, Endangered Species Act, Clean Water Act) to support a long-term environmental and economic development plan? Does the firm document productive relationships with key federal departments (i.e. Depart of Agriculture and Department of Interior, NOAA, ACOE)? If yes, the firm should receive a high score.	10
Recent and Current Work Loads:	
Consider the firm's current workload. Will the firm be able to complete this project in a timely manner? The size of the scope should be considered. Consider equitable distribution of work for these firms. If yes, the firm should receive a high score.	10
Ability to Communicate:	
Is the firm known to effectively communicate with staff, contractors, and inspectors concerning issues that arise during all phases of the project? Has the firm demonstrated their ability to effectively communicate with the public? If yes, the firm should receive a higher score.	10
Past Performance and Technical Expertise:	
Did the firm provide copies of past positive evaluation and performance records in their Letter of Interest? Any known poor performances should be considered and result in a low score.	10
Knowledge of the Project Area:	
Does the firm have a clear understanding and knowledge of the project area and its immediate and future needs (Escambia County, Pensacola Bay Watershed, Perdido Bay Watershed)? If so, a high score should be awarded.	10

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PART IV SCOPE OF WORK

The selected firm will provide general guidance and support to Escambia County staff and advise the RESTORE Act Advisory Committee (RESTORE Committee) for programs and processes related to the RESTORE Act. Mandatory tasks include development and solicitation of a project proposal application, and project selection criteria for candidate projects requesting funding from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund) under the Direct Component of the RESTORE Act. The selected firm will assist County Staff and advise the RESTORE Committee with development of the Multi-Year Implementation Plan (MYIP) required under the RESTORE Act.

The selected firm will work under the direction of County staff and advise the RESTORE Committee to facilitate these tasks and will utilize significant public involvement, the best available science and best management practices in the development of project selection criteria and the MYIP. The selected firm will ensure consistency between all deliverables including, but not limited to, project selection criteria and the MYIP and agree to meet all conditions required by the RESTORE Act, U.S. Treasury and Audit Regulations. In addition, the firm must demonstrate fluency in relevant federal, state and local laws and ordinances required for project implementation including, but not limited to, the National Environmental Policy Act (NEPA), Federal Disability Laws: US Access Board Website at www.access-board.gov (To reference the Rehabilitation Act of 1973 and the Americans with Disabilities Act, in particular.), State Disability Laws: Florida Senate website at www.flsenate.gov (To reference disability statutes in the state of Florida, specifically the Florida American with Disabilities Accessibility Implementation Act, FL Statue 553.501-513 and the Florida Building Code, Chapter 11.), US Department of Treasury Website: www.treasury.gov (To reference audit requirements and rules and regulations related to the Gulf Coast Restoration Trust Fund which was established in the Treasury of the United States by the RESTORE Act.) and Davis Bacon Act.

The selected firm will provide expertise in the areas of, but not limited to: economic development, environmental restoration, long range planning, public outreach, engineering, infrastructure and *must* demonstrate a thorough understanding of processes and planning related to the RESTORE Act. The selected firm must demonstrate expertise in grant management and grant-making processes. Applicants must demonstrate extensive knowledge of local environmental and economic factors which impact Escambia County. In-depth understanding of the root causes of impairment and limiting factors related to the Pensacola and Perdido Bay watershed systems and specific expertise in the areas of workforce and tourism development is required. Demonstrated knowledge of regional watersheds including Alabama watersheds, and watersheds ranging from Mobile Bay to Apalachicola Bay is also desirable.

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The selected firm will demonstrate a thorough understanding of the role of the RESTORE Committee and the policies and procedures of the Escambia County Board of County Commissioners (BOCC) and will be required to review information presented at RESTORE Advisory Committee meetings including reports, studies and presentations by local consultants. Documents for past meetings may be accessed through the Escambia County RESTORE Advisory Committee's webpage at www.myescambia.com/restore.

Upon contract with Escambia County the selected firm **will** be required to perform a series of **mandatory tasks**.

Mandatory tasks include:

1. Draft the MYIP which will include Escambia County's Distribution Formula Agreement with the eight (8) disproportionately affected counties under the RESTORE Act, contain a program description summarizing the purpose, need, objectives of RESTORE grants and identify eligible activities under RESTORE. Utilize reference documents including, but not limited to, the RESTORE Act Advisory Committee's Resolution, the Gulf Ecosystem Restoration Council's Gulf of Mexico Regional Ecosystem Restoration Strategy, newly promulgated Treasury Rules, Pensacola Bay Swim Plan, Pensacola Bay and Perdido Restoration Plans in drafting Part I of the MYIP, as directed by the Escambia County BOCC and Staff and with advice from the RESTORE Act Advisory Committee through Escambia County Staff.
2. Develop project selection criteria based on the best available science and collected public input to recommend candidate projects requesting funding under the Direct Component for Escambia County.
3. Develop and solicit a project submittal process including a proposal and/or pre-proposal application for projects requesting funding from the Trust Fund under the Direct Component for Escambia County.
4. Assist the BOCC and staff and advise the RESTORE Act Advisory Committee, in ranking and recommending projects eligible for funding under the Direct Component of the RESTORE Act for Escambia County.
5. Develop Escambia County's MYIP in collaboration with the Escambia County BOCC, Staff and advice of the RESTORE Committee through Escambia County Staff.

Completion of each task will be regarded as a milestone. Consultant services will be evaluated by Escambia County following the completion and review of each milestone.

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In addition to the mandatory tasks identified in the previous section, the selected firm **it will be expected** to carry out **subtasks** upon request by Escambia County Staff and BOCC.

Tentative Tasks include:

1. Review and production of feasibility and cost analyses for candidate projects as directed by the Escambia County and staff and provide advice to the RESTORE Act Advisory Committee.
2. Attend technical meetings including, but not limited to, Economic Development, and Pensacola Bay and Perdido Bay Watershed meetings, as needed, and incorporate meeting results into feasibility analyses of candidate projects.
3. Attend as requested by Escambia County Staff and BOCC, RESTORE Advisory Committee and BOCC meetings, and meetings relevant to RESTORE processes and planning, including public workshops, Gulf Consortium and Council meetings.
4. Investigate all funding sources available under the RESTORE Act for proposed projects, as well as, available leveraging opportunities not provided by the RESTORE Act to facilitate matching of candidate projects to the most relevant funding sources. *The selected firm must demonstrate in-depth knowledge of all components available for funding under the Act.*
5. As requested by Escambia County Staff and BOCC, coordinate RESTORE Advisory Committee meetings.
6. Engage the public on RESTORE meetings and processes.
7. Travel to Escambia County to meet with the Escambia County BOCC, Staff and/or the RESTORE Committee to address issues pertaining to RESTORE Act processes.
8. Develop and provide work plans and schedules to Escambia County staff and RESTORE Advisory Committee.
9. Provide monthly progress reports to County Staff, BOCC and the RESTORE Committee outlining completed activities, cost analyses and pending issues pertaining to RESTORE Act processes.
10. Represent Escambia County and interact with federal, state, local and public entities on issues pertaining to RESTORE activities, programs and processes, as necessary.

Escambia County
Clerk's Original

10/18/2012/CAT 1-1

RESOLUTION NUMBER R2012 - 150

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE RESTORE ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in response to the Deepwater Horizon oil spill during the summer of 2010, the United States Congress has enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, also known as the "RESTORE Act;" and

WHEREAS, one purpose of the RESTORE Act is to ensure that the federal government distributes a substantial portion of fines or settlement amounts collected as a result of the oil spill to communities affected by the oil spill; and

WHEREAS, the RESTORE Act empowers the Escambia County Board of County Commissioners with the authority to distribute certain amounts for various purposes and projects as designated by the Act; and

WHEREAS, the Board of County Commissioners finds that an advisory committee would assist the Board in determining which projects qualify for funding under the Act, and therefore would serve the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The aforementioned recital clauses are hereby incorporated into this Resolution.

SECTION 2. ESTABLISHMENT.

The Escambia County Board of County Commissioners hereby establishes the RESTORE Act Advisory Committee.

Date: 10/19/2012 Verified By: B. Schuyler

SECTION 3. DUTIES OF THE RESTORE ACT ADVISORY COMMITTEE.

The RESTORE Act Advisory Committee shall have the following duties and responsibilities:

A. That within the first six months of formation, the committee shall develop a plan, taking public input into consideration, that sets forth the final goals for the community's use of the subject RESTORE funds.

B. The Committee shall review projects submitted to the Board of County Commissioners for consideration of funding pursuant to the RESTORE Act. The Committee shall assign each project proposal into one of three categories: economic development and job creation, environmental, and infrastructure. A project may only be submitted for funding in one category. At the Committee's discretion, similar projects may be combined into a unified project proposal. Projects with a total estimated cost lower than \$500,000.00 will not be considered for funding using RESTORE Act funds.

C. The Board of County Commissioners shall establish ranking criteria for the Committee to use. The Committee shall rely solely on the ranking criteria established by the Board of County Commissioners.

D. The Committee shall rank each project and compile aggregate ranked lists of the projects submitted in each category. The Committee shall then submit the lists to the Board of County Commissioners for review and approval. The Board of County Commissioners may adopt a timeline for the ranking and approval process and any other deadlines it deems necessary. This timeline and other deadlines shall be binding on the Committee.

SECTION 4. COMPOSITION OF THE COMMITTEE.

The Committee shall consist of seven (7) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).
2. A business leader with five (5) or more years of economic development experience.
3. An individual with five (5) or more years of experience in the area of transportation.
4. An individual with five (5) or more years of complex governmental experience.
5. An at-large citizen representative.
6. An individual appointed by the City of Pensacola. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.
7. An individual representing local environmental advocacy groups.

A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.

SECTION 5. TERMS OF COMMITTEE MEMBERS.

Committee members shall serve on the Committee until it has made all recommendations and completed its assignments as designated by the Board of County Commissioners. Should any Committee member cease to be an elector of the County, he or she shall cease to be a Committee member and shall be replaced by the Board of

County Commissioners. Except for the Committee member representing the City of Pensacola, Committee members may also be removed by the Board of County Commissioners. Additionally, the Committee shall recommend to the Board of County Commissioners the removal of a Committee member who accrues three unexcused absences from regularly-scheduled meetings of the Committee during the calendar year. Absences may be excused by a vote of the members present at any meeting.

SECTION 6. **OFFICERS.**

A. Chairperson. The Committee shall elect a Chairperson to preside at all meetings. The Chairperson shall be elected at the first meeting in January of each year and shall serve until the first meeting in January of the following year. There shall be no term limits for a member to serve as Chairperson.

B. Vice-Chairperson. The Committee shall elect a Vice-Chairperson to preside and act on behalf of the Chairperson during his or her absence. The term of office and method of election for the Vice-Chairperson shall be the same as the Chairperson.

SECTION 7. **REGULAR MEETINGS.**

The Committee shall establish a schedule of regular meetings, which shall be held at least every other month. A schedule of each year's regular meetings shall be distributed to all Committee members in December of the preceding calendar year.

SECTION 8. **QUORUM AND VOTING.**

Four (4) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members

present. No member shall abstain from voting unless the member has a conflict of interest.

SECTION 9. SPECIAL MEETINGS.

The Chairperson may call a special meeting of the Committee on his or her initiative and shall call a special meeting at the request of any four members.

SECTION 10. LOCATION OF MEETING.

Committee meetings shall be held in a public facility of sufficient size to accommodate those present and at such locations as the Committee may determine from time to time.

SECTION 11. RULES OF PROCEDURE.

The Committee shall conduct its meeting in accordance with the current edition of Robert's Rules of Order, except to the extent that the provision thereof is inconsistent with this Resolution.

SECTION 12. SUNSHINE LAW.

The Committee shall be subject to and each member shall be responsible for compliance with the Florida Sunshine Law and the Florida Public Records Act.

SECTION 13. AGENDA.

The Chairperson shall prepare an agenda for all meetings. Any Committee member may request that a matter be placed on the agenda. The agenda and related materials shall be distributed at least one day prior to the meeting date.

SECTION 14. MINUTES.

Minutes shall be kept at each Committee meeting. The written summary of each meeting shall be submitted for approval of the members at the next regular meeting. Each written summary shall reflect the persons in attendance, items discussed, each action taken at the meeting, and the vote of the members on each item presented at the meeting.

SECTION 15. NOTICE OF PUBLIC MEETING.

Notice of regular or special meetings of the Committee and the time and location of each meeting shall be published to the public.

SECTION 16. EFFECTIVE DATE.

That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this 18th day of October 2012

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Wilson B. Robertson
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Doris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency

By [Signature]
Title County Attorney
Date 10/18/12

Date Executed
October 18, 2012



Escambia County
Clerk's Original
1/3/2013 CAT I-1

RESOLUTION NUMBER R2013 - 5

A RESOLUTION OF THE COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2012-150 BY INCREASING THE MEMBERSHIP OF THE RESTORE ACT ADVISORY COMMITTEE; REVISING QUORUM REQUIREMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 18, 2012, the Escambia County Board of County Commissioners adopted Resolution R2012-150, which established a RESTORE Act Advisory Committee to assist the Board in allocating its share of certain fine and settlement amounts pursuant to the federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012; and

WHEREAS, after further discussions regarding the composition of the Committee, the Board has determined that expanding Committee membership from seven (7) members to nine (9) members would further empower the Committee to effectively represent the interests of the residents of Escambia County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The aforementioned recitals are hereby incorporated into this Resolution.

SECTION 2. INCREASE TO COMMITTEE MEMBERSHIP.

Section 4 of Resolution R2012-150 is hereby amended as follows:

The Committee shall consist of nine (9) members who are residents of Escambia County and appointed by the Board of County Commissioners as follows:

1. A representative of the financial industry (economist, banker, accountant, or financial planner with five (5) or more years experience in the financial industry).

Date: 1/7/2013
Verified By: *D. Harris*

2. A business leader with five (5) or more years of economic development experience.
 3. An individual with five (5) or more years of experience in the area of transportation.
 4. An individual with five (5) or more years of complex governmental experience.
 5. An at-large citizen representative.
 6. An individual appointed by the City of Pensacola, as selected by the Mayor and ratified by the City Council. This Committee member cannot be an elected official or a regular or contract employee of the City of Pensacola unless the City of Pensacola is not going to request funding for a project under consideration by the Committee.
 7. An individual representing local environmental advocacy groups.
- A committee member may not be employed by or be a member of any organization that requests funding from, or that will be making recommendations to, the committee.
8. Two individuals representing the citizens of Escambia County and selected by the Board of County Commissioners only after it has selected the other seven members.

SECTION 3. REVISION TO QUORUM REQUIREMENTS.

Section 8 of Resolution R2012-150 is hereby amended as follows:

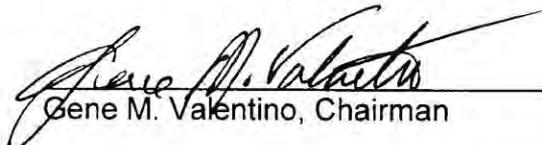
Five (5) Committee members shall constitute a quorum for the purpose of conducting business. Each member shall exercise one vote on all matters subject to a vote of the Committee. All matters shall be decided by a majority vote of the members present. No member shall abstain from voting unless the member has a conflict of interest.

SECTION 4. **EFFECTIVE DATE.**

This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this 3rd day of January 2013

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

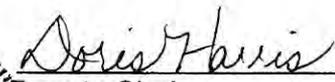

Gene M. Valentino, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

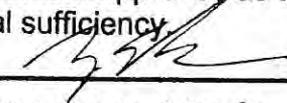
Date Executed

January 7, 2013




Deputy Clerk

This document approved as to form and legal sufficiency.

By: 
Title: ASST. COUNTY ATTORNEY
Date: JAN. 4, 2013