

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

**PROFESSIONAL SERVICES FOR ESCAMBIA COUNTY, FLORIDA RELATED TO THE
RESTORE ACT
SPECIFICATION PD 15-16.034**

• **HOW TO SUBMIT YOUR PROPOSAL**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM **(WITH ORIGINAL SIGNATURES)**
- PROPOSAL FORM **(WITH ORIGINAL SIGNATURES)**

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- SWORN STATEMENT PURSUANT TO SECTION (287.133) (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES.
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
- IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

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

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL

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

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

DO NOT RETURN WITH YOUR PROPOSAL

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

**Professional Services for Escambia County, Florida Related to the
RESTORE ACT**

SPECIFICATION NUMBER: PD 15-16.034

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 pm CDT, Wednesday, April 13, 2016

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

Board of County Commissioners

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

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:

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

SPECIAL ACCOMMODATIONS:

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

**Professional Services for Escambia County, Florida Related to the
RESTORE Act
PD 15-16.034**

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

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

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

REQUEST FOR PROPOSAL

**Professional Services for Escambia
County, Florida Related to the
RESTORE ACT**

SOLICITATION NUMBER: PD 15-16.034

SOLICITATION

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

OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m. CDT, April 13, 2016** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

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

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____ N/A _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Effective Date

PROPOSAL FORM
Specification Number PD 15-16.034
Professional Services for Escambia County, Florida related to the
RESTORE ACT

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

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having familiarized himself with the local conditions, nature and scope of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the form of agreement and contract documents shall furnish all materials, labor, services and any other items for the proper execution of contract number **PD 15-16.034** at the proposed price stated within this proposal, subject to negotiations and final and best offers.

PROPOSED FEES TO BE INCLUDED IN PROPOSAL

CONTRACTOR REQUIREMENTS

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

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

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

Proposer: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

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

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

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

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD.AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to 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.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

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

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

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

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

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

(Please continue and complete page 2)

Page 1 of 2

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

Contact person for company: _____

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

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

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

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

END



(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

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

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

Bid Information See Home Page URL: <http://www.myescambia.com/solicitations>

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

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD 15-16.034, "Professional Services For Escambia County, Florida related to the RESTORE ACT", Name of Submitting Firm, Time and Date due.

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

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

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

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

Conduct of Participants

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

Definitions

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

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Procurement Questions

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

3. Proposal Forms

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

Insurance Requirements

4. Standard Insurance Requirements and Certificates

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

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

4.1 County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of 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 coverage for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

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

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

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

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

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

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

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

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

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. All liability coverage shall be through carriers licensed to do business in the State of Florida.

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

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, 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 contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

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

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage. 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. Required insurance shall be documented in Certificates of Insurance, including indication that the policy (ies) is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing solicitation 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: Claudia Simmons
Office of Purchasing, 2nd Floor, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
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 contractor's obligation to fulfill the insurance requirements herein.

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

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

4.2 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. The contracted party shall continue the coverage for claims for a period of not less than three years after the termination of the contract with Escambia County.

5. Indemnification

If there are any claims for damages attributable to the negligence, errors or omissions of the Contractor, their agents or employees while providing the services called for herein, it is understood and agreed the Contractor shall indemnify and hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part I	General Information
1-1	Purpose
1-2	Scope of Services
1-3	Length of Proposal
1-4	Award and Contract Execution
1-5	Issuing Officer
1-6	Contract Consideration
1-7	Rejection
1-8	Inquiries
1-9	Addenda
1-10	Schedule
1-11	Proposal Content and Signature
1-12	Negotiations
1-13	Recommended Proposal Preparation Guidelines
1-14	Prime Contract Responsibilities
1-15	Disclosures
1-16	Method of Payment
Part II	Information Required from Contractors
2-1	Proposal Format and Content
2-2	Introduction
2-3	Proposal Requirements
2-5	Conflict of Interest
Part III	Criteria for Selection

PART I GENERAL INFORMATION

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

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

As used, herein, the term “lobbyist” is identified in the same manner as in §112.3148(2) (b) (1), Fl. Stat. (2006). As used herein, the term “firm” describes those entities, of whatever type (e.g., whether law firm, partnership, individuals, etc.) who respond to the request for proposals. The term is not limited to attorneys, and non-attorneys are encouraged to submit proposals.

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services for Escambia County (the “County”), Florida with regard to matters relating to the BP Oil Spill, the RESTORE Act, settlement of fines and claims, and other compensation or distribution of funds for restoration in which the County may need such services. The County is specifically seeking professional services related to opportunities for leveraging of funds with other potential funding sources, and for coordination with other Northwest Florida counties and the Florida Consortium of 23 Counties.

Proposals to provide professional services to the County shall be designed to portray the range of services available through the firm that may best assist the County. The proposer chosen by the County agrees to be available at all times upon reasonable request to meet with the Board of County Commissioners, the County’s staff, and other consultants.

1-2 SCOPE OF SERVICES – Attachment A

Revisions

The COUNTY may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the COUNTY’S priorities emerge and new information becomes available.

1-3 LENGTH OF CONTRACT

The contract for professional services will be for a period of 12 months commencing upon approval by the County Commission of a contract with a firm responding to this Request for Proposal. Commencement of the contract is contingent on the County's Board of County Commissioners approving funds for services to be performed under the contract. The contract may be extended for additional terms, on such terms and conditions as might be negotiated in the last sixty (60) days of the original of the contract.

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

1-4 NEGOTIATIONS

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

1-5 ISSUING OFFICER

The project Director shall be Taylor “Chips” Kirschenfeld, Interim Director of the Department of Natural Resources Management. The liaison officer shall be Jack Brown, County Administrator. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-6 CONTRACT CONSIDERATION

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

1-7 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-8 INQUIRIES

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

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

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

1-9 ADDENDA

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

1-10 SCHEDULE

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

- A. Notification/Adv. date of proposals...**Monday, March 14, 2016**
- B. Receipt of proposals..... **Wednesday, April 13, 2016**
- C. Review of proposals..... **April 14-May 9, 2016**
- D. Earliest possible date for Board of County Commissioners Approval..... **May 19, 2016**
- E. Oral Presentations..... Formal oral presentation by each firm submitting a proposal may be expected. However, if there is an indicated need to seek clarification of any information contained in a proposal, or if the Selection Committee or Board of County Commissioners wishes additional information on any matter, one or more firms may be requested to submit clarifying information in writing.

1-11 PROPOSAL CONTENT AND SIGNATURE

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

1-12 NEGOTIATIONS

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

1-13 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or other non-three-ring binding with all pages 8.5" x 11" format.

1-14 PRIME CONTRACT RESPONSIBILITIES

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

1-15 DISCLOSURE

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

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

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

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 PROPOSAL REQUIREMENTS

Proposers must respond in the format delineated below.

The following information shall be submitted with your proposal. Failure to submit this information will render your proposal non-responsive.

1. Qualifications

The firm or individual selected will demonstrate a strong history and knowledge of BP Oil Spill activities working with County governments, State of Florida agencies, and the Florida Association of Counties. The firm should demonstrate the ability to work with County Commissions to establish a criteria consensus to assist in leveraging funding on the behalf of its clients, and coordinating with other counties and other funding sources to maximize beneficial results. The firm selected can represent other entities that may compete with this County for RESTORE Act funding and grants with full disclosure of all activities that may resolve impasse issues ensuring equality in distribution of funds for Escambia County.

Provide a statement of qualifications and organization to show how resources will be utilized on the County's behalf. Include, as a minimum:

- A. Names, resumes, professional credentials, experience, or individuals to be assigned to this project. This information shall also be submitted for any sub-consultants.
- B. Include a summary of work and professional experience relative to the Scope of Services, and document some relative experience.
- C. List of all current clients and contract amounts. Include entity's contact person, telephone number and e-mail address.

2. Fee Schedule

Each Proposer must complete and submit a Fee Schedule. **The Annual Lump Sum fees shall include ALL costs associated with performance of the contract including out-of-pocket expenses, with the exception of travel beyond that identified in the scope of service. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.**

2-5. CONFLICT OF INTEREST

Any prospective firm must make an affirmative statement to the effect that their selection shall not result in a conflict of interest, as defined in the Florida Bar's Rules of Professional Conduct, Chapter 112, Part III, Florida Statutes or any other applicable code of conduct, with any party which may be affected by the award of this contract. Should any potential or existing conflict

be known by a prospective firm, said prospective firm must specify the party with which the conflict exists or might arise, the nature of the conflict and whether the prospective firm would or would not step aside or resign from that engagement or representation creating the conflict in favor of the County. Prospective firms must also agree to comply with the County's ordinance prohibiting conflicts of interests among retained consultants (attach copy).

A review of the firm's potential conflict of representation will be considered and will be an important factor considered by the County in the selection of a firm. Firms shall further agree that it shall not represent any third party in any lawsuit in which the County is named as an adverse party.

PART III CRITERIA FOR SELECTION – Attachment “A”

The Selection Committee will forward to the Board of County Commissioners, for approval, its recommendation for contract award as to the best-qualified candidate for the varied requirements. The contract will not be binding on the County until approval by the Board of County Commissioners and execution of a contract for Professional Services by the Chairman of the Board of County Commissioners on behalf of the Board.

ATTACHMENT “A”

PD 15-16.034

PROFESSIONAL SERVICES FOR ESCAMBIA COUNTY, FLORIDA

RELATED TO RESTORE ACT

RESTORE Act Funding Opportunities

Background:

The Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, also known as the “RESTORE Act”, ensures that the federal government distributes a substantial portion of fines and settlement amounts collected as a result of the Deepwater Horizon Oil Spill to communities affected by the oil spill. The RESTORE Act specifies numerous components, or “pots” of funds, and numerous agencies and entities that are tasked with distributing these funds. The Escambia County RESTORE Act Advisory Committee has been tasked with considering only one of the numerous components of funding, the Direct Component or Pot 1 funds. Escambia County requires the professional services of a qualified firm to coordinate, leverage, and secure funding from the other numerous components and sources of potential funding.

Scope of Services:

The selected firm will provide general guidance and support to Escambia County staff and advise the County of potential leveraging, coordination, and funding opportunities available through the RESTORE Act and other sources.

Mandatory tasks include:

1. Report to Escambia County Natural Resources Management Department (NRMD) staff, on a weekly basis, the potential leveraging, coordination, and funding opportunities available through the four other components of funding specified in the RESTORE Act (Pots 2, 3, 4, and 5) besides the Direct Component (Pot 1).
2. Report to Escambia County NRMD staff, on a weekly basis, the potential leveraging, coordination, and funding opportunities available through the National Fish and Wildlife Foundation (NFWF) and other Non-Governmental Organizations (NGOs).
3. Report to Escambia County NRMD staff, on a weekly basis, the potential leveraging, coordination, and funding opportunities available through Natural Resource Damage Assessment (NRDA).
4. Report to Escambia County NRMD staff, on a weekly basis, the potential leveraging, coordination, and funding opportunities available through federal governmental agencies including the Department of Commerce (DoC), the U. S. Environmental Protection Agency (USEPA), the U. S.

Fish & Wildlife Service (USFWS), the National Oceanographic and Atmospheric Administration (NOAA), and others.

5. Report to Escambia County NRMD staff, on a weekly basis, the potential leveraging, coordination, and funding opportunities available through State of Florida governmental agencies including the Florida Department of Environmental Protection (FDEP), the Northwest Florida Water Management District (NFWFMD), the Florida Fish & Wildlife Conservation Commission (FWC), and others.
6. Report to Escambia County NRMD staff, on a weekly basis, the status of Triumph Gulf Coast meetings, leveraging, and funding opportunities, and work to protect the 75% allocation of funds for Northwest Florida counties.
7. Report to Escambia County NRMD staff, on a weekly basis, the status of the Florida Consortium of 23 Counties meetings, leveraging, and funding opportunities.

Criteria for Selection:

	<u>Points</u>
1. Experience with Successfully Leveraging, Coordinating, and Obtaining Funding for Local Governments	35
2. Past Record and Performance, Background Experience, and Technical Expertise of Firm and Individual Team Members	35
3. Ability to Meet Project Specific Schedule and be Readily Accessible	20
4. Recent and Current Workload	10

Award(s) resulting from this solicitation shall be subject to provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.