

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

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

Solicitation Identification Number PD 13-14.011

Proposals Will Be Received Until: **2:00 p.m. CST, Wednesday, February 5, 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
Consulting Services for RESTORE Act of 2012, Multi-Year Plan
SPECIFICATION PD 13-14.011**

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>)

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
- Solicitation, Offer and Award Form
- 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
- 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 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 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 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION AND OFFER FORM

SUBMIT BID TO:

CLAUDIA SIMMONS

Manager, Purchasing

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32597-1591

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

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

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

SOLICITATION NUMBER: PD 13-14.011

SOLICITATION

MAILING DATE: **Monday, January 6, 2014**

OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m. CST, Wednesday, February 5, 2014** and may not be withdrawn within **90** days after such date and time.

POSTING OF BID TABULATIONS

Bid 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 bid 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:

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

BIDDER NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

REASON FOR NO OFFER: _____

- 1. Sealed Solicitations** All Solicitation sheets and this form must be executed and submitted in a sealed envelope. (Do not include more than one solicitation per envelope.) The face of the envelope shall contain, in addition, to the above address, the date and time of the solicitation opening and the solicitation number. Solicitations not submitted on attached solicitation form shall be rejected. All solicitations are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. Execution of Solicitation** Solicitations shall contain manual original signature of authorized representative in the space provided. Solicitation shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by the vendor to his solicitation price shall be initialed. The company name and Federal Employer Identification Number (FEIN) shall appear on each solicitation.
- 3. No Offer** If not submitting an offer, respond by returning only this acknowledgement form, marking it "NO BID/PROPOSAL", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the buyer's name from the bid mailing list. NOTE: to qualify as a respondent, bidder must submit a "NO BID/PROPOSAL", and must be received no later than the stated solicitation opening date and hour.
- 4. Solicitation Opening** Shall be public and unless otherwise stated, in the solicitation immediately following the time "OFFERS WILL BE RECEIVED UNTIL" as stated on the solicitation. SOLICITATIONS which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or fax are not acceptable. A solicitation may not be altered after the time specified as "OFFERS WILL BE RECEIVED UNTIL" has passed. NOTE: Solicitation files may be examined during normal working hours in accordance with Chapter 119, Florida Statutes (F.S.) Public Records. Bid Tabulations may be viewed on the Office of Purchasing public Notice Bulletin Board or Home Page Internet URI address is

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements. In submitting a bid to Escambia County, Florida, the bidder offers and agrees that if the bid is accepted, the County will convey, sell, assign or transfer to the successful bidder all rights, title and interest in items being sold.

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

Lump Sum per the 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.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

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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)

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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 vary 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**

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:

**Specification Number PD 13-14.011, Consulting Services for RESTORE Act of 2012, Multi-Year Plan, 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 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. 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.

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 subConsultant(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 subConsultants obtain and maintain until the completion of that

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subConsultant'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.

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.

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PART A SUMMARY

The selected firm will provide general guidance and support to Escambia County staff and 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 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 the RESTORE Committee to facilitate these tasks and will utilize significant public involvement, the best available science 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), Americans with Disabilities Act (ADA), 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 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 professionals. 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 Professional 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 Related to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast (RESTORE) Act of 2012 that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be George Touart, Interim County Administrator. The liaison officer shall be Keith Wilkins, Department Director, Community & Environment. 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 CONTRACT CONSIDERATION

It is expected that the contract shall be a Service Contract after negotiation.

1-5 REJECTION

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

1-6 INQUIRIES

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.

1-7 ADDENDA

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

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1-8 **SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals	Monday, January, 6, 2014
B. Final day for questions	Wednesday, January, 22, 2014
C. Date for responses to questions	Monday, January 27, 2014
D. Receipt of proposals	Wednesday, February 5, 2014
E. Review of proposals	Wednesday, February 19, 2014
F. Discussions Meeting	Wednesday, March 5, 2014
G. Negotiations	Wednesday, March 26, 2014
H. Board of County Commissioners approval	Thursday, April 17, 2014

1-9 **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).

1-10 **NEGOTIATIONS**

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

1-11 **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, estimated time phasing and the proposed approach rationale. The County discourages overly lengthy or costly proposals, all proposals shall be in PDF format per Item 1-9 above.

1-12 **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.

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1-13 DISCLOSURE

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

1-14 DELAYS

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

1-15 WORK PLAN CONTROL

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

1-16 METHOD OF PAYMENT

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.

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 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.

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] itemize the total cost and the number of estimated hours for each individual named above.

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

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance 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.	15
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 working 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.	10
Economic and Infrastructure Development Planning Experience:	
Does the firm’s team have experience developing long-term economic development plans, including necessary infrastructure projects to support the plan. 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 projects 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 relative to the size of the firm. In your opinion, 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. Based on the total fees awarded, including change orders, provide a lower score to firms that have the highest total fees awarded. If no delays are expected, a high score should be awarded.	10

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Description	Value
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 residents if the need arises for public involvement meetings? 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
Certified Small or Minority Business:	
If the firm demonstrates they are a certified small or minority business, or if they demonstrate an affiliation with a certified small or minority business, a high score should be awarded.	5
Local Presence and 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
Does the firm's team demonstrate a local presence indicating at least 75% of their staff are residents of Escambia County? If the firm has answered yes, a high score should be awarded.	5

PART IV SCOPE OF WORK

The selected firm will provide general guidance and support to Escambia County staff and 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 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 the RESTORE Committee to facilitate these tasks and will utilize significant public involvement, the best available science 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

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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), Americans with Disabilities Act (ADA), and Davis Bacon Act. The firm must have developed productive relationships with key federal departments (i.e. Department of Agriculture and Department of Interior, NOAA and ACOE).

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 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 professionals. 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 Part 1 of the MYIP which will state 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, RESTORE Act Advisory Committee and Staff.

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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, RESTORE Act Advisory Committee, and Staff 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 RESTORE Committee.

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

In addition to the mandatory tasks identified in the previous section, the selected firm **may** be required to carry out **tentative tasks** upon request by Escambia County Staff, BOCC and/or RESTORE Committee.

Tentative tasks include:

1. Review and production of feasibility and cost analyses for candidate projects as directed by the Escambia County RESTORE Act Advisory Committee and Staff.
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 RESTORE Advisory Committee and BOCC meetings, and meetings relevant to RESTORE processes and planning, including public workshops, Gulf Consortium and Council meetings, as needed.
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. Coordinate RESTORE Advisory Committee meetings, as needed.
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.

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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.