

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
ADMINISTRATION AND PROJECT SUPPORT ESCAMBIA COUNTY FISCAL YEAR 2008 CDBG
DISASTER RECOVERY GRANT
SPECIFICATION PD 09-10.022**

- 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 BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposals 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 (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- PROPOSAL FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. PRIMARY COVERED TRANSACTIONS
- 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
OCCUPATIONAL LICENSE
- 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 BIDDER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSAL AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "**REASON FOR NO PROPOSAL**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSER 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**

INVITATION TO PROPOSERS

**ADMINISTRATION AND PROJECT SUPPORT ESCAMBIA COUNTY FISCAL YEAR 2008 CDBG
DISASTER RECOVERY GRANT**

SPECIFICATION NUMBER PD 09-10.022

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Tuesday, February 23, 2010

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

A Pre-Solicitation Conference will be held in Conference Room 11.407, 2nd Floor, Matt Langley Bell, III Building, 213 Palafox Place, 2nd FL, Pensacola, Florida 32502 on Wednesday, February 17, 2009 at 10:00 a.m. CST. All proposers are encouraged to attend.

Board of County Commissioners

Grover Robinson, IV, Chairman
Kevin W. White, Vice Chairman
Gene Valentino
Marie Young
Wilson Robertson

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807

Technical Assistance:

Randy Wilkerson
Executive Director
Neighborhood Enterprise
3420 Barrancas Avenue
Pensacola, FL 32507
Tel: (850) 458-0466
Fax: (850) 458-0464

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).

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.

**ADMINISTRATION AND PROJECT SUPPORT ESCAMBIA COUNTY FISCAL YEAR 2008 CDBG
DISASTER RECOVERY GRANT**

PD 09-10.022

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

**Joe Pillitary, CPPO, CPPB
Purchasing Coordinator**

Request for Proposals

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)595-4878 Fax No: (850) 595-4807

**ADMINISTRATION AND PROJECT SUPPORT ESCAMBIA
COUNTY FISCAL YEAR 2008 CDBG DISASTER RECOVERY GRANT**

SOLICITATION NUMBER: PD 09-10.022

SOLICITATION

MAILING DATE: Monday, February 8, 2010

PRE-PROPOSAL CONFERENCE: Wednesday, February 17, 2010 at 10:00 am, CST at the Office of Purchasing, 213 Palafox Place, 2nd FL, Pensacola, FL 32502

OFFERS WILL BE RECEIVED UNTIL: Tuesday, February 23, 2010 at 3:00 pm, CST at the Office Purchasing, 213 Palafox Place, 2nd FL, Pensacola, FL 32502 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 \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

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: _____
Witness Date

Effective Date _____

PROPOSAL FORM
Specification Number 09-10.022

**ADMINISTRATION AND PROJECT SUPPORT ESCAMBIA COUNTY FISCAL YEAR 2008 CDBG DISASTER
RECOVERY GRANT**

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

Date: _____

Commissioners:

The undersigned, Hereinafter called "Proposer", having visited the sites of the proposed project and 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 09-10.022** at the proposed price stated within this proposal, subject to negotiations and final and best offers.

TOTAL PRICE \$ _____

(TO BE FILLED IN)

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

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

Proposer _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: _____

Type of Contractor's License, Certification and/or
Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this proposal:

Phone/Toll Free/Fax # _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox ___

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___.

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

Person to contact for disaster service:

Home Address: _____

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____

Home Phone/Cell/Pager #: _____

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Street Address

City, State, Zip

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

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

whose business address is

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

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

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

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

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

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

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

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

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

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

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

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

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

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

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

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

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

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

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

(Please continue and complete page 2)

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

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

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

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

(Spelled exactly as it would appear on the instrument)

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

END

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

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

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 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, 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 09-10.022, "Administration and Project Support Escambia County FL Fiscal Year 2008 CDBG Disaster Recovery Grant", 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).

1. Scope of Work

Escambia County, in accordance with DCA policy and applicable components of the "Common Rule" 24 CFR, is requesting separate proposals from qualified individuals or firms to provide professional administrative and direct project management services relative to the implementation of the County's FY 2008 Community Development Block Grant Disaster Recovery Grant.

The County is submitting an application for CBDG Disaster Recovery funds to complete public infrastructure, public facility, and housing improvements within Escambia County, the city of Pensacola and the Town of Century. The planned projects include: installation of sanitary sewer distribution lines in the Lakewood Subdivision (Warrington) to eliminate dependence on septic tanks; construction of stormwater drainage improvements within the Town of Century to eliminate recurring flooding during disaster events; development of a homeless housing/services facility in a protected area of the County; and preservation/production of affordable rental housing. The total budget for the grant is \$7,067,397 and includes administration, engineering, direct project management and construction of improvements. The maximum *administration* cost allowed for all parties is limited to 2.5% of the total grant amount and the maximum *direct project implementation* cost allowed is limited to 5% of the individual budgets for non-housing activities and 12% for housing activities. A maximum of 1% of this grant will be available to support General Administration by qualified individuals or firms responding to this solicitation.

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, Phone (850) 595-4878, Fax (850) 595-4807. Technical questions may be directed to Randy Wilkerson, NEFI, Executive Director, Phone (850) 458-0466, Fax (850) 458-0464.

3. **Proposal Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Proposal Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, February 17, 2010 at 10:00 a.m. CST.

5. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

6. **Utilization of MBE/WBE/DBE Firms**

All offerors should consider utilization of minority subcontractors as a part of the overall project. The project goal for minority and small business participation is ten (10%) percent. Offerors shall list the name and address of any minority or women owned businesses to be used on this project.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

8. **Federal Compliance Certifications**

- To be considered, each offer must include an executed:
- Certification regarding debarment, suspension and other responsibility matters. Primary Covered transactions
 - Company Affirmative Action Plan
 - Drug-Free Workplace Form
 - Information Sheet
 - Public Entity Crime Statement

9. **Policy**

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Escambia County Board of County Commissioners or any member of the selection committee at any time during the course of the Solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the relevant selection committee regarding the pending solicitation or its outcome until after the committee has arrived at a recommendation of the most qualified submitter. Until such recommendation is disclosed, any contact with the selection committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

Contract Information

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.

10. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

11. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

12. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. Experience record showing the offeror's training and experience in similar work.
- 2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 3. List of equipment and facilities available to do the work.
- 4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

14. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

17. **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 contractor, 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 contractor 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 contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

18. **Termination (Public Records Request)**

If the contractor 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 contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor 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 contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

19. **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.

County Insurance Required

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

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

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

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

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

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

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

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

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

Workers Compensation Coverage

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

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

General, 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.

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 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 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, 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 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 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: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, 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.

20. **Indemnification**

Contractor 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 Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor'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 Contractor 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.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- 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 Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for This 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

GENERAL INFORMATION

PART I

1-1 PURPOSE

- 1.1 Escambia County, in accordance with DCA policy and applicable components of the "Common Rule" 24 CFR, is requesting separate proposals from qualified individuals or firms to provide professional administrative and direct project management services relative to the implementation of the County's FY 2008 Community Development Block Grant Disaster Recovery Grant.
- 1.2 The County is submitting an application for CBDG Disaster Recovery funds to complete public infrastructure, public facility, and housing improvements within Escambia County, the city of Pensacola and the Town of Century. The planned projects include: installation of sanitary sewer distribution lines in the Lakewood Subdivision (Warrington) to eliminate dependence on septic tanks; construction of stormwater drainage improvements within the Town of Century to eliminate recurring flooding during disaster events; development of a homeless housing/services facility in a protected area of the County; and preservation/production of affordable rental housing. The total budget for the grant is \$7,067,397 and includes administration, engineering, direct project management and construction of improvements. The maximum *administration* cost allowed for all parties is limited to 2.5% of the total grant amount and the maximum *direct project implementation* cost allowed is limited to 5% of the individual budgets for non-housing activities and 12% for housing activities. A maximum of 1% of this grant will be available to support General Administration by qualified individuals or firms responding to this solicitation.

1-2 OBJECTIVE

To procure professional consulting services required to assure proper implementation, monitoring and completion of the DCA funded CDBG Disaster Grant (2008 Storms) in Escambia County.

1-3 ISSUING OFFICER

The project Director shall be Larry M. Newsom, Interim County Administrator. The liaison officer shall be Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation. The contracting agency shall be the Escambia County Board of County Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, FL 32591.

1-4 TYPE OF CONTRACT

Escambia County intends to negotiate a firm fixed fee contract or "cost not to exceed" type contract for all services herein requested.

All proposers' qualifications will be evaluated and the most qualified administrative and direct project support services proposer will be selected.

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 questions regarding this Request for Proposal shall be directed to Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Phone (850) 458-0466, Fax (850) 458-0464, and procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Phone (850) 595-4878, Fax (850) 595-4805.

The County will respond to written inquiries received no later than February 19, 2010 at 5:00 p.m. CST.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County will mail or fax written addenda at least 4 working days before the date fixed for receiving the Proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. The County will send written addenda to all Proposers who receive the RFP.

1-7 ADDENDA

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

1-8 SCHEDULE

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

- | | | |
|----|--|---|
| A. | Mailing date of proposals | Monday, February 8, 2010 |
| B. | Non-Mandatory pre-proposal conference | Wednesday, February 17, 2010, 10:00am, CST
Office of Purchasing, 213 Palafox Place, 2nd Floor,
Rm., 11.407, Pensacola, FL 32502 |
| C. | Receipt of proposals | Tuesday, February 23, 2010, 3:00pm, CST
Office of Purchasing, 213 Palafox Place, 2nd Floor,
Rm., 11.407, Pensacola, FL 32502 |
| D. | Review of proposals | Tuesday, March 2, 2010, 10:00am, CST
Office of Purchasing, 213 Palafox Place, 2nd Floor,
Rm., 11.407, Pensacola, FL 32502 |
| E. | Board of County Commissioners Approval | Thursday, April 8, 2010 |

1.8.1 Proposers are advised that the capacity to initiate and coordinate all services in a timely and efficient manner is a significant factor. The offerer chosen must be prepared to commence the administration and coordination of project activities immediately upon the execution of a contractual agreement between the County and the firm (individual) selected.

1.8.2 Proposers who cannot meet this project schedule will be automatically eliminated from further consideration.

1-9 PROPOSAL CONTENT AND SIGNATURE

Five (5) copies of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

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

1-11 RECOMMENDATION PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward 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, proposals shall be in binding with all pages 8.5” x 11” format.

1-12 PRIME CONTRACT RESPONSIBILITIES

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

1-13 DISCLOSURE

All information submitted to 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 within 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 CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL CONTENT AND FORMAT

- 2.1 All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Any proposer submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposals should be brief and to the point. Escambia County reserves the right to reject any and all proposals and to request additional information from proposers if deemed necessary.
- 2.2 Letter of Transmittal: The proposer shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
 - 2.2.1. State the location of the office from which the work is to be accomplished.
 - 2.2.2 Describe the firm's general qualifications and the range of activities performed by the firm.
 - 2.2.3. Briefly state the proposer's familiarity with the needs and conditions existing in Escambia County that are relevant to the proposed project.
 - 2.2.4. Indicate if personnel of the proposer have previously developed and/or administered any CDBG or similar grant projects for Escambia County or jurisdictions within the Escambia Consortium (Escambia County, City of Pensacola, Town of Century, Santa Rosa County, City of Milton, City of Gulf Breeze or Town of Jay).
 - 2.2.5. Certify that the proposer will provide professional guidance to the County relative to compliance with applicable federal, state, and local laws and regulations.
 - 2.2.6. Indicate if your firm is: (a) a Certified Minority Business Enterprise or Woman Owned Enterprise or (b) a Section 3 Business.
 - 2.2.7. Provide any additional information that the proposer feels is essential to their proposal.
 - 2.2.8. State that the person signing the "letter of transmittal" is authorized to bind the proposer.
- 2.3 All proposals shall include each of the following attachments:
 - 2.3.1. Attachment A: Identify the total number of Small Cities CDBG projects that the proposer Developed and/or administered. Present a cumulative total of projects as well as dollar amount of grant assistance in which personnel of the proposer were instrumental in the development of the application and/or administration of the program following funding approval.
 - 2.3.2 Attachment B: Identify the management and staffing of the proposer including resumes. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.

- 2.3.3 Attachment C: Describe the work management plan to be utilized by the proposer. The description should include a project schedule showing estimated start and completion dates of all major tasks.
- 2.3.4. Attachment D: Separate open CDBG and other grant projects by administrator in order to help determine the work load of every individual. Include the names and phone numbers of the jurisdiction's contact person.
- 2.3.5. Attachment E: Indicate separately the proposed fee for administrative services and for direct project management services. May be stated in lump sum, percentage or hourly rate fee and breakdown of the costs associated therewith. The DCA approved budget and contracted administrative and direct project management costs; by similar entities, for similar type projects shall serve as the parameter for administrative fees.
- 2.3.6. Attachment F: Indicate whether the firm is a Certified MBE or WBE Business.

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

All proposals shall include each of the following attachments:

- 3.1. Attachment A: Identify the total number of Small Cities CDBG projects that the proposer Developed and/or administered. Present a cumulative total of projects as well as dollar amount of grant assistance in which personnel of the proposer were instrumental in the development of the application and/or administration of the program following funding approval.

20 POINTS
- 3.2. Attachment B: Identify the management and staffing of the proposer including resumes. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.

20 POINTS
- 3.3. Attachment C: Describe the work management plan to be utilized by the proposer. The description should include a project schedule showing estimated start and completion dates of all major tasks.

20 POINTS
- 3.4. Attachment D: Separate open CDBG and other grant projects by administrator in order to help determine the work load of every individual. Include the names and phone numbers of the jurisdiction's contact person.

20 POINTS

- 3.5. Attachment E: Indicate separately the proposed fee for administrative services and for direct project management services. May be stated in lump sum, percentage or hourly rate fee and breakdown of the costs associated therewith. The DCA approved budget and contracted administrative and direct project management costs; by similar entities, for similar type projects shall serve as the parameter for administrative fees.

10 POINTS

- 3.6. Attachment F: Indicate whether the firm is a Certified MBE or WBE Business.

10 POINTS

PART IV **SCOPE OF SERVICES**

- 4.1 The individual or firm selected shall be required to provide professional administrative and direct project management services whose level and scope will be determined by Escambia County. Such services will be managed by and coordinated through Neighborhood Enterprise Foundation, inc., the County's designated agent for housing and community development activities.
- 4.2. Specific administrative services required in support of the CDBG Disaster Recovery Grant shall include, but not be limited to:
- 4.2.1. Assist the County and NEFI in meeting financial, administrative, and bookkeeping requirements, including preparation of drawdown requests, interim and final progress reports.
 - 4.2.2. Assist the County and NEFI in meeting HUD (and DCA specific) record keeping and compliance requirements.
 - 4.2.3. Assist the County and NEFI in contract administration and monitoring requirements for the program, including enforcement of compliance requirements.
 - 4.2.4. Prepare advertisements for applicants and contractors.
 - 4.2.5. Furnish or review various forms necessary for the implementation of project activities included in the approved application.
 - 4.2.6. In conjunction with NEFI, act as a liaison between the County, contractors, engineers, other parties and DCA to ensure an efficient, smoothly managed program.
 - 4.2.7. Assist with preparation of any program amendments as necessary during the duration of the Grant.
 - 4.2.8. Support County and NEFI in the collection and reporting of all required performance indicators associated with the Grant to assure full compliance with the DCA Contract.
 - 4.2.9. Advise NEFI and County in the preparation and submission of the appropriate documents to DCA for program close-out and completion.

Specific direct project support services required in support of the CDBG Disaster Recovery Grant shall include, but not be limited to:

- 4.3. In consultation with NEFI and the Town of Century, directly manage all matters associated with implementation and completion of the *Town of Century-Stormwater Drainage Improvements Project*, to minimally include: selection of engineering firm via CCNA to complete project design and technical specifications; secure necessary DCA review and approvals of specifications and bid documents; finalize and assemble DCA compliant competitive bid documents for advertising by the County or Town; assist County/NEFI in the bid review, award and contracting process; serve as project liaison between the County/NEFI, the project engineer, the Town of Century, other involved parties and DCA; monitor progress of construction and contractor performance; review draw requests and change orders prior to requesting payment via County/NEFI; manage project specific Davis-Bacon Labor Standards Compliance and Reporting; secure project specific data for Section 3 and MBE/WBE/DBE reporting; and other DCA requirements as may be applicable to the project. The total budget for this Project is \$575,000 (including engineering and direct project support services).
- 4.4. In consultation with NEFI and the County, directly manage all matters associated with implementation and completion of the *Escambia County-Sanitary Sewer Improvements Project*, to minimally include: project coordination with the County/NEFI, Emerald Coast Utilities Authority (ECUA) and other involved parties; secure necessary DCA review and approvals of specifications and bid documents; finalize and assemble DCA compliant competitive bid documents for advertising by the County or ECUA; assist County/NEFI and ECUA in the bid review, award and contracting process; serve as project liaison between the County/NEFI, the project engineer, ECUA, other involved parties and DCA; maintain contact with ECUA and the project engineer regarding progress of construction and contractor performance; manage project specific Davis-Bacon Labor Standards Compliance and Reporting; secure project specific data for Section 3 and MBE/WBE/DBE reporting; and other DCA requirements as may be applicable to the project. The total budget for this Project is \$3,250,000 (including direct project support services).
- 4.5. Public (homeless) facility and housing preservation/production projects identified in Section 1(B) above will be directly managed by the County/NEFI and/or the City of Pensacola. Therefore the individual or firm selected through this RFP will only have General Administrative responsibilities with respect to these activities.