AGREEMENT FOR STATE LOBBYIST SERVICES (P.D. 20-21.059)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 and GrayRobinson, P.A., a Florida for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Consultant"), FEI/EIN 59-1300132, whose principal address is 301 East Pine Street, Suite 1400, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, on June 16, 2021, the County issued a Request for Proposals (P.D. 20-21.059) seeking the services of a government relations firm to represent Escambia County for the purpose of advancing the County's interests at the state level of government; and

WHEREAS, the County determined that Consultant was the most responsive and responsible firm whose proposal met the requirements and criteria set forth in the solicitation; and

WHEREAS, the County desires to enter into an agreement with the Consultant for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, Consultant and the County agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the term of this Agreement may be renewed for up to two additional twelve (12) month terms by providing written notice at least sixty (60) days prior to the expiration of the initial term. Prior to beginning the performance of services under this agreement, Consultant must first receive a written Notice to Proceed.

3. Scope of Services. Consultant shall provide professional state lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services outlined in Escambia County's *Request for Proposals for State Lobbyist Services, Specification No. P.D. 20-21.059*, attached hereto as **Exhibit A,** and the Consultant's Proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

Consultant agrees to direct questions regarding the County's services to the County Administrator or County Attorney unless otherwise directed by these individuals. Consultant shall use its best efforts in its representation of County. The County acknowledges and understands that the Consultant cannot guarantee certain results will be obtained.

The Consultant agrees that *Christopher T. Dawson* shall represent the County as its primary lobbyist. Due to the nature of the services to be provided by the Consultant under this Agreement, this agreement, or any interest herein, shall not be assignable under any circumstances without the prior written consent of the County.

4. Compensation. In exchange for Consultant's provision of the services referenced above, the County agrees to pay Consultant a fee of $66,000.00 dollars per year. The fee shall be paid in monthly installments of $5,500.00. The Consultant's fee shall be exclusive of the applicable annual registration fee required by the Florida Legislature for the Consultant to lobby on behalf of the County.

Consultant agrees any reimbursable travel expense requests in excess of the monthly installment of $5,500.00 must be pre-approved by the County Administrator or County Attorney. The Consultant further agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. The County reserves the right to audit Consultant's records regarding reimbursable travel expenses upon reasonable notice.

5. Method of Billing. The Consultant shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination.

7. Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. Consultant shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, (collectively, "Losses") arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Consultant in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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.

9. Insurance. The Consultant is required to carry the following insurance coverage:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory Workers' Compensation and Employers' Liability with at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Professional Liability with $1,000,000 per occurrence minimum limits. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying liability policies.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies excluding professional liability and workers' compensation/employers' liability. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: GrayRobinson, P.A.	To: Escambia County
Attention: Christopher T. Dawson	Attention: County Administrator
301 E. Pine Street, Ste. 1400	221 Palafox Place, Suite 420
Orlando, Florida 32801	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time

to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Consultant seven days written notice, during which period the Consultant still fails to allow access to such documents, terminate the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. E-Verify. In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this

Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

16. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Robert Bender, Chairman

BCC Approved: 10/14/2021

Date: 11/2/2021

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

_____
Corporate Secretary

[SEAL]

CONSULTANT: GRAYROBINSON, P.A.

R. Dean Cannon, President

Date: 11/3/2021

Approved as to form and legal sufficiency.

By: Kristin D. Hual, DCA

Date: October 8, 2021

Exhibit A

Not ADA Compliant

PD 20-21.059

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

State Lobbyist Services for Escambia County Florida

SOLICITATION NUMBER PD 20-21.059

RESPONSES WILL BE RECEIVED UNTIL: **4:00 p.m. CDT, July 16, 2021**
Via Vendor Registry at
https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration

Board of County Commissioners
Robert Bender, Chairman
Jeff Bergosh, Vice Chairman
Lumon J. May
Douglas Underhill
Steven Barry

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.

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

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

Escambia County Florida
Request for Proposal
Proposer's Checklist

State Lobbyist Services for Escambia County Florida
SPECIFICATION PD 20-21.059

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 SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL NOT BE ACCEPTED.

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

THE FOLLOWING DOCUMENTS SHALL BE COMPLETED & RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM
- LETTER OF INTEREST
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)
- A STATEMENT CONCERNING CONFLICTS OF INTEREST PER SECTION 2-5.

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER 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 UPLOAD IT VIA VENDOR REGISTRY. 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.

State Lobbyist Services for Escambia County Florida
PD 20-21.059
Request for Proposals

TABLE OF CONTENTS

SIGN AND RETURN THIS FORM WITH YOUR BID

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:
Randy Burns, CPPB
Purchasing Manager
via vendor registry at:
https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration
Phone No: (850)595-4918 Fax No: (850) 595-4806

ESCAMBIA COUNTY FLORIDA

Request for Proposal

State Lobbyist Services for Escambia County Florida
SOLICITATION NUMBER: PD 20-21.059

SOLICITATION

POSTING DATE: June 16, 2021

OFFERS WILL BE RECEIVED UNTIL: 4:00 p.m., CDT, July 16, 2021 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)

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

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

TERMS OF PAYMENT: N/A

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____)_____

TOLL FREE NO.: (____)_____

FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $ N/A

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)

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

1. This sworn statement is submitted to _____
(Print Name of 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 of 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 thirty-six (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 a 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 is 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 INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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 _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 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' 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 One (1).

4. In the statement specified in Paragraph One (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 please 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 the 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
Corporate Identification
(Page 1 of 2)

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

(Please Circle One)

Is this a Florida Corporation: Yes or No

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

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

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

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 both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

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

Contact Person for Company: _____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

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

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by email at purchasing@myescambia.com.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms 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 Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

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

22. Facilities
23. Distribution of Certification of Contract
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://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expense
51. On-Line Auction Services

PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals Shall be via Vendor Registry at https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration under the applicable solicitation number.

Each submitter shall be responsible for their submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will not be accepted.

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

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

As used, herein, the term "lobbyist" is identified in the same manner as in Section 112.3148(2) (b) (1), Fl. Stat. (20*16*). As used herein, the term "firm" describes those entities, of whatever type (e.g., whether law firm, partnership, individuals, etc.) who respond to the request for proposals. The term is not limited to attorneys; all non-attorneys are encouraged to submit qualifications.

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.

1-1 PURPOSE

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

Proposals to act, as Lobbyist, for the County shall be designed to portray how to complete the range of services available through the firm that may best assist the County. The proposer chosen by the County as its Lobbyist agrees to be available at all times upon reasonable request to meet with the Board of County Commissioners, the County's staff, and other consultants in order to perform the responsibilities of Lobbyist.

1-2 SCOPE OF SERVICES

The Consultant will represent the County before the Governor, Cabinet/Constitutional Officers, Florida State Legislature, including its committees, and state agencies. The goal of such representation will be to secure legislation and state funding for programs and projects that have been identified by the County as priorities.

Responsibilities:

Responsibilities of the Consultant include, but are not limited to:

a) The Consultant will communicate and provide a monthly progress report to the County Administrator (or designated staff who will be available to communicate the Board of County Commissioners' priorities and provide background information/ data to assist the Consultant in advancing the County's efforts.

b) Alert the County at the earliest time of pending appropriations or actions that will impact the County and its funding posture.

c) To the highest degree possible, the Consultant will represent the County's interest in securing state assistance for various funding aspects -- including technical assistance, planning and design, infrastructure, and services -- in all areas within the state's jurisdiction.

d) Assist in establishing meetings with Governor, Cabinet/Constitutional Officers, state legislators, appropriate staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting the County.

e) The Consultant shall advocate positions before the State Legislature, its committees, and agencies that are beneficial to the County as well as oppose harmful measures, in particular the following:

i. Any State legislation which passes additional cost burdens on the County
   - Medicaid
   - Criminal justice
   - Environmental issues
   - FRS
   - Unfunded mandates

ii. Transportation Funding Alternatives
iii. Economic Development Incentives
iv. Transit
v. Health Insurance

vi. Preemptions that cause loss of revenue

Revisions:

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

Specific Performance

Perform as a lobbyist for the County, managing the activities in accordance with County direction, and provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. The Successful Provider will:

a) Communicate directly with the County Administrator (or designee) to secure sponsors for proposed bills or amendments to State law.

b) Required attendance at State Legislature (including, but not limited to, committee meetings and sessions) where appropriations of importance to the County are being discussed. Request attendance of County Staff (County Administrator, Assistant County Administrator, the Board of County Commissioners or their designees) to travel to meetings to assist if needed.

c) Attend State agency meetings, when necessary, to monitor rule making proceedings.

d) Provide the County, through the County Administrator (or designee) with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues and providing the County with an after-session report.

e) Provide the County, through the County Administrator (or designee) with a monthly summary of legislative activities on behalf of the County in non-session months.

f) Travel to the County, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues (twice per year). Travel other than the two annual required trips will be reimbursed in accordance with §112.061, Florida Statutes (2010). (The County intends to utilize video and phone conference systems as much as possible.)

g) Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to the County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and

examples of successful local government applications.

h) If possible, identify criteria for eligibility, which may include replacing or modifying existing requests.

i) Monitor legislation and forward pertinent information to the County Administrator (or designee) for distribution to appropriate staff on a weekly basis.

j) Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.

k) Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.

l) Research and gather socioeconomic and other information to support the County's issues, to heighten the state government's awareness that the County has significant and demonstrated needs.

m) The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate state agencies, elected officials and staff.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

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

Responses 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 submittal of qualifications.

2-2 REQUIREMENTS

The following information shall be submitted:

Qualifications

The firm selected will be an established, experienced organization with a strong history of representing large County governments to the Governor, Cabinet/Constitutional Officers, and the State Legislature and state agencies to secure funding and influence the enactment of beneficial appropriations on the behalf of its clients. The firm selected, however, may not currently represent entities that may compete with this County for funding and grant seeking or legislative initiatives, nor may the firm selected engage in representing those competing entities during the duration of the resulting contract.

Provide a statement of the firm's qualifications. Explain how the firm is organized and how its resources will be utilized on the County's behalf. Include, as a minimum:

a) Staff - Names, resumes, professional credentials, experience, and a list of local, state and federal elected officials with which those who will actually perform the services for this account have direct access relative to this solicitation. This information shall also be submitted for any sub-consultants.

b) Firm - Include a summary of work and professional experience relative to the Scope of Services and documented relative experience.

c) List of all current Florida Public Entity clients and contract amounts. Include entity's contact person, telephone number and e-mail address.

d) The firm's local availability and degree of accessibility to Pensacola, Florida.

e) Permission to contact represented entities to discuss firm's performance.

f) Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the County's consideration of the firm in regard to this solicitation, including activities and positions held in state and national professional organizations.

2-3 Experience With Other Governmental Entities

Provide specific examples of successes with Governor, Cabinet/ Constitutional Officers, Legislature and state agencies to include but not limited to the following: attracting and highlighting new funding sources, special projects and identifying opportunities to increase client's exposure.

2-4 Technical Approach

a) Provide a brief description of the firm's approach to its lobbying process.

b) Select one of the following two examples of representative tasks the County may ask the lobbyist to accomplish in the state and within the appropriate agency on its behalf. For the example selected, describe in detail the specific actions the firm would take to accomplish the objective, including all actions up to enactment of legislation. This shall include the persons the lobbyist would contact, meetings to be attended, and all other actions the lobbyist would take.

Example 1: How your firm can by process work to compete for project funding or secure appropriations for the following types of County projects:

- Infrastructure
- Highways
- Environmental
- FEMA related

Example 2: Identify the process and tools you will use to monitor critical issues and how you communicate with your client and implement a strategy to be aggressive for each and all issues, projects and requests.

2-5 CONFLICT OF INTEREST

Any prospective Lobbyist must make an affirmative statement to the effect that their selection shall not result in a conflict of interest, as defined in the Florida Bar's Rules of Professional Conduct, Florida Statutes, or any other applicable code of conduct, with any party which may be affected by the award of this contract. Should any potential or existing conflict be known by a prospective Lobbyist, said prospective Lobbyist must specify the party with which the conflict exists or might arise, the nature of the conflict and whether the prospective Lobbyist would or would not step aside or resign from that engagement or representation creating the conflict in favor of the County. Prospective lobbyists must also agree to comply with the County's ordinance prohibiting conflicts of interests among retained consultants (Chapter 46, article II, division 4, section 46-127).

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

2-6 EXEMPTION

The engagement of certain professional services, including those requested by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and, therefore, are not to be subject to the appeal process therein described at any time during the solicitation or selection period.

2-7 Non-Contract Insurance Requirements

a) **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 level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

b) **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 worker's 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.

c) **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000.00 each accident and $100,000.00 each employee/$500,000.00 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.

d) **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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

e) **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.

f) **Business Auto Liability Coverage**

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

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

g) **Excess or Umbrella Liability Coverage** (if utilized to achieve required policy limits)

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.

h) **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 and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.00.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Randy Burns, CPPB
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Email: Purchasing@myescambia.com

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 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.

i) **Professional Liability/Malpractice/Errors or Omissions Insurance**

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000.00 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

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

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through a Selection Review Committee and proposers shall be ranked according to the criteria set out below. Based on the decision of the Committee, finalists will be taken to the Board for a presentation, discussion and approval of the retention of a state Lobbyist. The Committee will be comprised of the County Administrator (or designee), the County Attorney (or designee), and the Budget Manager, (or designee).

CRITERIA	WEIGHT
Qualifications (section 2-2)	40
Experience (section 2-3)	30
Technical Approach (section 2-4)	30
Total	100

PART IV SCHEDULE

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

Solicitation posting:	June 16, 2021
Cutoff for Questions	end of day June 30, 2021
Addendum response to questions	July 2, 2021
Closing date/time	July 16, 2021 at 4:00 PM CDT
Award	TBD

Questions may be directed to:

Randy Burns, CPPB
Purchasing Manager
Telephone: (850) 595-4918
Email: srburns@myescambia.com

Randy Burns/Purchasing Manager
Office of Purchasing

July 6, 2021

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 20-21.059, State Lobbyist Services for Escambia County

All:

Your firm recently received a Request for Proposals for the above-mentioned specification.

This Addendum Number 1 provides for answers to submitted questions and additional solicitation/contract language:

Question 1: If two firms would like to submit a joint proposal, can both firms submit as prime contractors. If so, would all information and documents be required for both firms?

Answer 1: *Only one Prime contractor will be accepted. For two firms to submit a joint proposal there would need to be a legal agreement between the firms for the purpose and only one can be the Prime.*

Question 2: The RFP doesn't mention including a price proposal. Are we to submit a pricing package or will that be negotiated with the selected vendor after preliminary award?

Answer 2: *Costs will be negotiated with the selected vendor.*

Question 3: I would like some clarification on RFP Number PD 20-21.059 for State lobbyist Services. My question, regarding subcontractors, is which forms would both the contractor and subcontractor need to submit, specifically, if the contractor submits all required forms, will the subcontractor need to also provide the following documents:

- Sworn Statement on Entity Crimes
- Letter from insurance carrier

- Drug-Free Workplace Form
- Information sheet for transactions and conveyances corporate identification
- Certificate of authority to do business from the State of Florida
- Conflicts of Interest Statement

The subcontractor can certainly submit these documents too, however we wanted to check with the County if this was necessary.

Answer 3: *The Prime Contractor is solely responsible for their sub-contractors' compliance with all laws, ordinances, rules and regulations. Sub-contractors shall be listed in Prime's submitted proposal and will be vetted by the County. Unacceptable sub-contractors will be required to be replaced. Therefore, sub-contractors do not need to fill out the forms also required by the Prime.*

The following terms and conditions are hereby incorporated into the solicitation and resulting contract:

PART V 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.

5-1 Payment

All payments and associated paperwork to:

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

5-2 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 Proposal bond or check. If 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.

5-3 Award

It is the intent of the County to award one contract with the most responsive and responsible Proposer who can best provide the requested service based upon the needs of the County at the time. The County retains the right to award to multiple contracts if it is in the best interest of the County.

5-4 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. If 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 all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

5-5 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.)

5-6 Indemnification

Contractor agrees to save harmless, indemnify, and defend County 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 when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

5-7 Term of Contract

The award contract term for this solicitation will be a base term of one (1) year from execution with two one (1) year options to be executed by mutual consent if it is in the best interest of the County.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until August 16, 2021.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

Randy Burns
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____