

**AGREEMENT FOR PROMOTION AND MARKETING SERVICES RELATING TO
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (P.D. 21-22.096)**

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Suite 420, Pensacola, Florida 32502, and Impact Strategies, LLC D/B/A Impact Campaigns, a for-profit limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as "Consultant"), FEI/EIN 20-8659568, whose principal address is 200 East Government Street, Suite 220, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on June 28, 2022, the County issued a Request for Proposals (P.D. 21-22.096) seeking a consultant to provide promotion and marketing services for the Pensacola and Perdido Bays Estuary Program (the "Project"); and

WHEREAS, the County desires to enter into an agreement with Consultant for the completion of the Project as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Consultant agree as follows:

**ARTICLE I
PREAMBLE**

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

1.2 Negotiations pertaining to the services to be performed by Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

**ARTICLE 2
SCOPE OF WORK**

2.1 The Consultant will perform the tasks outlined in *Escambia County's Request for Proposals Pensacola and Perdido Bays Estuary Program Promotion and Marketing Services (Re-Solicit), Specification No.: P.D. 21-22.096*, attached hereto and incorporated herein as **Exhibit A**, and as represented in the Consultant's Scope of Work and Proposed Budget, attached hereto and incorporated herein as **Exhibit B**.

2.2 This Project shall be funded in whole or in part by grant funding provided by the United States Environmental Protection Agency pursuant to *Cooperative Agreement No. 00D81118* the terms of which are incorporated by reference herein. Consultant shall comply with all applicable provisions of Appendix II of 2 C.F.R. Part 200, as provided in **Exhibit C**, attached hereto and incorporated herein.

2.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the Consultant under this Agreement. Consultant

shall, without additional compensation, correct or revise any errors or omissions in the performance of services furnished pursuant to the Agreement.

2.4 Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 3 **TIME FOR PERFORMANCE**

3.1 Unless otherwise agreed to by the parties, the Project shall be completed on or before December 15, 2022.

3.2 The services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 4 **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

4.1 The County agrees to pay Consultant, as compensation for its services under this Agreement, an aggregate fee for certain Project tasks pursuant to the Scope of Work and Proposed Budget, attached hereto and incorporated herein as **Exhibit B**. The total fee for all such services to be performed by Consultant, including costs, direct expenses, and any other charges shall be paid in the lump sum amount of **\$55,000.00**. Final payment will be subject to approval by the Board of County Commissioners.

4.2 Fees for Project tasks will include all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, travel, lodging, per diem, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 Consultant may submit an invoice to the County upon the completion and approval of each Project task. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as required by the County. Requests for payment shall not be made more frequently than once a month.

4.4 Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

ARTICLE 5
GENERAL PROVISIONS

5.1 Termination.

(a) 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 in which event Consultant shall be paid compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by Consultant shall become the property of the County and shall be immediately delivered to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

5.2 Public Records. 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, as amended. 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 Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving Consultant seven (7) days written notice, during which period Consultant still fails to allow access to such documents, terminate the Agreement. In such case, Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant.

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**

5.3 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.

5.4 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

5.5 Truth-in-Negotiation. The signing of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

5.6 Gratuities. Neither Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable, Consultant agrees to abide by such statutes.

5.7 Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

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

5.9 Indemnification. Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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, arising directly or indirectly, on account of or in connection with Consultant's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant or by anyone for whom the Consultant is legally liable. The parties understand and agree that such indemnification by 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. 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. Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. 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.

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

- (a) Commercial General Liability with \$1,000,000 per occurrence minimum limits, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations;
- (b) 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 employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease; and
- (d) E&O/Professional Liability with \$1,000,000 per occurrence minimum limit and \$2,000,000 aggregate limit.

Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies. It is understood and agreed by the parties that in the event 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 to conduct 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' notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to the 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 except Workers' Compensation. Certificates of Insurance shall be provided to the Office of Purchasing prior to commencement of work hereunder. Certificates shall

reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

5.11 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, those dealing with taxation, worker's compensation, equal employment and safety.

5.12 Employment Eligibility Verification (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. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

In the event performance of this Agreement is or will be funded using state or federal funds, Consultant shall register with and utilize the E-Verify System to verify the employment eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, Consultant must: 1) enroll in the E-Verify Program; 2) use E-Verify to verify the employment eligibility of all new hires working in the United States; 3) use E-Verify to verify the employment eligibility of all employees assigned to perform work pursuant to the Agreement; and (4) include these requirements in any related subcontracts. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

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>.

5.13 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: Impact Strategies LLC
Attention: Travis Peterson
200 East Government Street, Suite 200
Pensacola, FL 32502

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
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. Either 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.

5.14 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.

5.15 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. 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.

5.16 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

5.17 Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) 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.

5.18 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

5.19 Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

5.20 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

5.21 No Waiver. The failure of Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

5.22 Contract Documents. The Contract Documents include this Agreement and any Amendments and **Exhibits A-C** as referenced herein. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

By: _____
Wesley J. Moreno, Interim County Administrator

WITNESS: _____

Date: _____

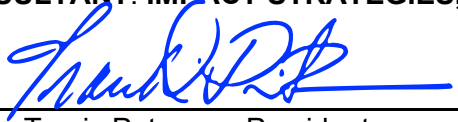
Approved as to form and legal sufficiency.

BCC Approved: _____

By/Title: Kristin D. Hual, DCA

CONSULTANT: IMPACT STRATEGIES, LLC

Date: 08-01-2022

By: 
Travis Peterson, President

Witness

Date: August 5, 2022

Witness



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

REQUEST FOR PROPOSALS

Pensacola and Perdido Estuary Program Promotion and Marketing Services RFP (Re-Solicit)

SOLICITATION NUMBER PD 21-22.096

Responses will be received until: 2:00 p.m. CT, 7/14/2022

Bid Delivery:

Upload Via [Vendor Registry](#)

Bid Opening Audio & Video: [Click here to join the meeting](#)

Bid Opening Audio Only: (863) 333-5817

Conference ID: 186 631 05#

Board of County Commissioners

Jeff Bergosh, Chairman
Douglas B. Underhill, Vice Chairman
Steven Barry
Lumon J. May
Robert D. Bender

Assistance:

Lyndsey Stevens
Sr. Purchasing Coordinator
Phone: 850-595-4986
Email: lrstevens@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

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.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 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

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by

the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

Escambia County, Florida
Request for Proposals

Proposer's Checklist

Pensacola and Perdido Estuary Program Promotion and Marketing Services RFP (Re-Solicit)

Solicitation Number PD 21-22.096

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 the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response –Uploaded via Vendor Registry.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the “Insurance Requirements” portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- E-Verify Certification
- 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>)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A “NO PROPOSAL”:

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter “No Proposal” in the “Reason for no Proposal” block, the firm’s name, firm’s address, and signature of a person authorized to sign on behalf of the firm.

**Pensacola and Perdido Estuary Program Promotion and Marketing Services RFP (Re-Solicit)
PD 21-22.096**

REQUEST FOR PROPOSALS

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

1. This sworn statement is submitted to _____
(Print Name of 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 of 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 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 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 IDENTIFIED 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 and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

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

CERTIFICATION REGARDING E-VERIFY SYSTEM

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Business Name

Signature

Printed Name

Title (Printed)

Date

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 danger 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 pleas 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 One (1) through Five (5).

Check One:

- _____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** fully comply 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: Profit "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:

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

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

**INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
IDENTIFICATION**
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

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.

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

(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, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. 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 [MyEscambia Web Site](#) then click "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. Manufacturer's Name and Approved Equivalent
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. Non-Conformation 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

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: [Florida Sunbiz Search](#)
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. 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 judgement is from the lowest, 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 submitted via the Vendor Registry System using the naming convention:

PD 21-22.096, Pensacola and Perdido Estuary Program Promotion and Marketing Services RFP (Re-Solicit)

Each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

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

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, 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.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request 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 cancelled.

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.

C. Sanctions

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

- 1) Rejection/Disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. **Scope**

The Pensacola and Perdido Bays Estuary Program is seeking support from an external branding, marketing, and/or communication vendor to implement the Program's recently completed brand platform by providing promotion, communication, and marketing support.

The Program's objective is to build community awareness and support in an effort to restore, preserve, and protect the Pensacola and Perdido estuaries and watersheds.

3. **Procurement Questions**

Questions shall be directed to Lyndsey Stevens, Sr. Purchasing Coordinator, at lrstevens@myescambia.com. The last day for questions will be July 6, 2022 at 5:00 PM CT.

4. **Form (Select One)**

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

5. **Delivery**

1.02 Delivery time is of the essence in the award of this Solicitation. The project shall be completed No Later Than December 15, 2022 .

Failure of the awarded vendor to meet this delivery requirement shall result in default and immediate termination of the contract.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

If said vendor shall neglect, fail, or refuse to furnish and deliver the equipment within the time herein specified, then said vendor does hereby agree, as part of consideration for the awarding of this contract, to pay Escambia County the sum extended by the County to contract for rental commodities or equipment approved by the Office of Purchasing for the period from the required scheduled commencement date until delivery of the commodities or equipment covered in the Solicitation is completed.

6. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

7. Safety Regulations

Equipment shall meet all the state and federal safety regulations for grounding of electrical equipment.

8. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. 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 South Palafox Place
Pensacola, FL 32502

10. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the form(s) to the best of our knowledge.

11. Utilization of MBE/WBE/DBE Firms

All offerors should consider utilization of minority subcontractors as 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.

12. 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.

13. Federal Compliance Certifications

To be considered, each offer must include an executed:

- A. Certification of Offeror regarding Equal Employment Opportunity.
- B. Certification regarding Section 3 and Segregated Facilities
- C. Section 3 utilization plan
- D. Certification concerning Handicapped Accessibility
- E. Company Affirmative Action Plan
- F. Drug-Free Workplace Form
- G. Information Sheet
- H. Anti-Lobbying Certification

14. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

15. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. 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.

17. 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.

18. 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:

- A. Experience record showing the offeror's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.
- C. List of equipment and facilities available to do the work.
- D. 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.

19. Licenses, Certifications, Registrations

The offeror shall at any time of 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, certification, registrations and any other requirements should be provided with the submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

NOTE: Provide for these submittals on the Bidders/Proposers Checklist

20. 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.

21. Award

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. 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 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.

23. 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.

24. 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).

25. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

26. 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.

A. 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.

B. 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 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Jeffrey Lovingood, Deputy Purchasing Manager
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.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

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

Professional Liability/Malpractice/Errors or Omissions Insurance

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

If a 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.

Cyber Enterprise Liability Coverage

The Contractor shall purchase and maintain cyber enterprise liability coverage with a minimum limit of \$5,000,000.00 per occurrence, and which includes but is not limited to ransomware, data breach, social engineering, business interruption including extra expense, digital data recovery, network extortion, cyber privacy, network security liability, as well as electronic social, and printed media liability. Cyber and Privacy policies shall cover the Contractor's business liability for data breach in which the personal information of the County's customers is exposed or stolen by a hacker or other criminal who has gained access to the Contractor's network.

27. 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, judgements, 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 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)

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 the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART A SUMMARY

The Pensacola and Perdido Bays Estuary Program is a stakeholder-driven, science-based organization charged with restoring and preserving the Pensacola Bay System and Perdido Bay System. Formed in 2018 after securing a grant from the U.S. Environmental Protection Agency, this place-based organization ensures local actions and priorities are driven by community values. The Estuary Program is currently developing a Comprehensive Conservation and Management Plan (CCMP), which will serve as the guiding blueprint for restoration and preservation of both bay systems. The Program is working to create a healthy and sustainable environment, economy, and community for generations to come.

For more information, visit <https://www.ppbep.org/>.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to implement the Program's recently completed brand platform by providing promotion, communication, and marketing support.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to build community awareness and support in an effort to restore, preserve, and protect the Pensacola and Perdido estuaries and watersheds..

1-3 ISSUING OFFICER

The project Director shall be Wesley Moreno, Interim County Administrator. The liaison officer shall be Jeffery Lovingood, Deputy Purchasing Director, Purchasing. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a professional services agreement after negotiation.

1-5 REJECTION

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

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Lyndsey Stevens, Senior Purchasing Coordinator, in writing via email at LRStevens@myescambia.com.

1-7 ADDENDA

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

1-8 SCHEDULE

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

this procurement:

- A. Mailing (Advertisement) Date.....6/28/2022
- B. Receipt of Proposals..... 2:00 p.m. CT on 7/14/2022
- C. Short-List Meeting..... 10:30 a.m. CT on 7/18/2022
- D. Discussion/Ranking Meeting.....10:30 a.m. CT on 7/25/2022
- E. First Negotiation with Top-Ranked Firm.....10:30 a.m. CT on 8/8/2022
- F. 2nd Negotiation Meeting (If Necessary).....11:00 a.m. CT on 8/11/2022
- G. Target Board Date.....9/22/2022

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) electronic copy of the complete submittal shall be submitted via Vendor Registry. The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

1-10 NEGOTIATIONS

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

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

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

1-13 DISCLOSURE

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

1-14 DELAYS

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

1-15 WORK PLAN CONTROL

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

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

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

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

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

2-5 MANAGEMENT PLAN FOR THE PROJECT

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

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the

final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

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

1. Experience and qualifications
2. Proposed Methodology
3. Management Plan for the Project
4. Understanding the Project and Local Government Questions
5. Contract Cost

PART IV SCOPE OF WORK

Pensacola and Perdido Bays Estuary Program Promotion and Marketing Services

I. About the Program

THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM IS A STAKEHOLDER-DRIVEN, SCIENCE-BASED organization charged with restoring and preserving the Pensacola Bay System and Perdido Bay System. Formed in 2018 after securing a grant from the U.S. Environmental Protection Agency, this place-based organization ensures local actions and priorities are driven by community values. The Estuary Program is currently developing a Comprehensive Conservation and Management Plan (CCMP), which will serve as the guiding blueprint for restoration and preservation of both bay systems. The Program is working to create a healthy and sustainable environment, economy, and community for generations to come.

For more information, visit <https://www.ppbep.org/>.

II. Statement of Purpose

The Pensacola and Perdido Bays Estuary Program is seeking support from an external branding, marketing, and/or communication vendor to implement the Program's recently completed brand platform by providing promotion, communication, and marketing support.

The Program's objective is to build community awareness and support in an effort to restore, preserve, and protect the Pensacola and Perdido estuaries and watersheds.

III. Deliverables

Deliverables include, but are not limited to:

1. Communications Plan

- The firm should prepare a draft Communications Plan for PPBEP review and comment
- The firm should prepare a final Communications Plan for PPBEP approval based on feedback received with the draft submittal

2. Brand Collateral

- The firm should prepare draft branded collateral, using the Program's existing brand platform, for review
 - i. Collateral should include at a minimum presentation template, business card template, stationary, and signage
- The firm should prepare final branded collateral for PPBEP's approval based on feedback received with the draft submittal

3. Digital Assets

- The firm should develop a draft digital campaign, and associated content, for PPBEP review and comment
- The firm should develop a final digital campaign, and associated content, for PPBEP approval based on feedback received with the draft submittal

i. The firm should implement the campaign under the direction of PPBEP

4. Direct and Event Marketing

- The firm should develop a draft direct and event marketing campaign, and associated content, for PPBEP review and comment
- The firm should develop a final direct and event marketing campaign, and associated content, for PPBEP approval based on feedback received with the draft submittal

i. The firm should implement the campaign under the direction of PPBEP

5. General Awareness and Community Outreach

- The firm should develop a draft general awareness campaign, and associated content, for PPBEP review and comment
- The firm should develop a final general awareness campaign, and associated content, for PPBEP approval based on feedback received with the draft submittal
- The firm should implement the campaign under the direction of PPBEP

IV. Funding Availability

Up to \$55,000 is available to complete the scope.

V. Schedule

The project is expected to be completed by December 15, 2022.

VI. Selection Criteria

Criteria	Point Value
1. <u>Project Approach:</u> Firm should demonstrate a clear understanding of the project objectives, purpose, and associated deliverables outlined in the scope of work. Firm should provide a detailed scope of work and associated fee schedule with submittal.	60
2. <u>Experience and Technical Expertise of the Team and Individual Team Members:</u> Qualifications of the team and individual team members should be documented with submittal. Experience and technical expertise should be related to branding, promotion, and marketing.	30
3. <u>Past Record and Performance of the Team:</u> Firm should demonstrate past record and performance of the project team working together on similar type projects.	10



**PENSACOLA
& PERDIDO BAYS
ESTUARY PROGRAM**

PROTECT WHAT MATTERS MOST.

FINAL REPORT 2021



DIALOGUE FINDINGS REPORT & BRAND PLATFORM

Presentation of Preliminary Findings
of Leadership & Stakeholder Dialogue

Brand Core Identity Platform	3
Brand Vision, Mission & Aspirational Reputation	10
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Visual Brand Guidelines	13



BRAND CORE IDENTITY PLATFORM

CORE VALUES

As the moral compass of the organization, values live at the core of the organization's culture and direct the decisions and behaviors of its members which, in turn, influence the experience people have with the organization. The following core values were identified from answers provided to the questions relating to the Attractors, High Point Experience, Exemplars, and Three Wishes.

- **Creating Impact**
Strong desire to create a sustainable, meaningful impact for all living creatures affected by the ecosystem and working to find the balance between environmental and societal needs.
- **Proven Science**
Employing trusted, and reputable scientific processes to restore and maintain environmental quality.
- **Community Inclusion**
Working to ensure all voices and perspectives from the local community are included.
- **Mutual Health, Vitality & Collaboration**
Creating a network of collaborative partnerships across diverse groups, communities and public-private, and non-profit sectors to share resources and knowledge to serve a bigger purpose for the health and wellbeing for all.
- **Resiliency / Sustainability**
Possessing the fortitude to persevere in the face of mounting obstacles and challenging circumstances to overcome against the odds.

CORE STRENGTHS

Core strengths are characteristics the organization's leadership can build upon and leverage to achieve the next level of success, specifically retention and attraction strategies and communication messaging. The following core strengths were identified from answers provided to the questions relating to the Attractors, High Point Experience, and Aspirational Reputation Statement.

- **Foundation of Science**
Due diligence through the application of rigorous research, knowledge, and best practices in environmental and ecological science to guide decisions and policies.
- **Inclusive, Multi-Stakeholder Collaboration**
We bring diverse perspectives and people together to contribute to the process in a meaningful and impactful way.
- **Effective Resource Management**
Managing resources effectively and adequately to ensure adherence to the mission and vision of the organization.
- **Quality of Life**
Strong focus on quality-of-life measures that impact overall health, vitality, and well-being for all who call our area home (from residents, to businesses, to all living creatures in the habitat).
- **Non-Partisan**
The issue of protecting and preserving our natural resources goes beyond party affiliations to achieve innovative solutions that balance smart growth with conservation.

RELEVANCE

It is important to understand relevance as organizations begin speaking to their audiences. Understanding "why" your audiences should care about what you do will help to shape the key messages and approaches used to maximize engagement, awareness and advocacy of the organization's mission. This information was informed by responses provided to Quality of Life & Values and Stakeholder Motivations.

- Our natural resources are the reason we choose to move here, travel here, and continue to live here. It is our responsibility and duty to ensure future generations can benefit from the natural assets we enjoy now.
Why this matters: The world we hand off to our children is the legacy we will leave behind.
- We serve as a convener to ensure all voices are heard.
Why this matters: Everyone has a seat at the table. Everyone has a voice, and every voice matters.
- We employ rigorous, sound science to inform decisions and policies.
Why this matters: Non-partisan, unbiased solutions will be the only way we can create bridges across boundaries, generational and party lines.
- We are modeled after the success of national programs.
Why this matters: We aren't selling hot air, and we aren't starting from scratch with little or no experience. We are building on the achievements of many national programs to maximize our success and outcomes, and creating strong partnerships in the process.

PERSONALITY

Every person and every organization fit into an archetype: a common set of personas that communicate common personality traits, values, and behaviors. An organization's personality should be communicated through all visual and verbal communications. This information was informed by responses to the Personality question (i.e. "choose a vehicle"), and the Envisioning question from Leadership Dialogue.

Current Attributes

- People-Centric / Egalitarian/ Of the People, For all People / Human
 - Positive
 - Valuable partner
 - Unifiers
 - Non-Threatening and Do No Harm
 - Approachable
 - Welcoming, Inviting and Inclusive
- Hard Working
 - Versatile
 - Dependable
 - Reliable
 - "We can do it all"
- Future-Focused
 - Innovative
 - Forward-thinking
- Rigorous
 - Rational, Informative
 - Trustworthy
 - Objective, unbiased
- Natural

Desired Attributes

- More capacity - bring everyone together

Brand Archetype

- **Everyman:** Seeks connection, fellowship and harmony.
- **Sage:** Seeks knowledge, understanding and the truth.
- **Explorer:** Seeks freedom. Brave, adventurous and love a challenge.

BRAND PROMISE & POSITION

The brand promise is directly connected to the mission of the organization. It is a statement that positions the organization's identity in relation to what is perceived to be important to the marketplace. The following are informed by answers provided to the questions relating to Personality (Car), Relevancy, Envisioning and Aspirational Reputation.

- **Protecting what matters.**
- **A trusted source for protecting what matters.**

KEY BRAND MESSAGES

Brand messages inform communication. The following are pulled from the dialogue data as well as insights from researchers to craft varying degrees of storylines PPBEP should explore as it shapes its communications outreach. This information is gleaned from answers provided to Relevance, and Key Messages.

- Making a positive, measurable and lasting impact [on community/environment].
- A trusted source to improve the quality of life of all [for today and future generations.]
- Protecting quality of life for all.
- Safety. Solace. Sustainability.
- Renew. Recover. Reinvigorate.
- The water is a way of life... for all life.
- It is our duty to protect and preserve the quality-of-life of our people and environment.
- The ecosystem and economy are mutually dependent on each other.
- Preserving our experience of our natural wonders for future generations.
- We are a non-partisan organization whose mission is to help protect the things you love most about living, visiting, working and playing here.

AUDIENCES & TARGET MARKETS

The brand audience includes people who are already engaged in your organization (current customers and employees) as well as people not yet engaged (prospective customers and employees). Identifying audience segments and targets can help in shaping messaging that resonates with each distinctive group. The following audience segments are informed by answers provided to the questions relating to Relevancy.

Key Groupings:

- People (Florida and Alabama)
 - Locals (Residents & Citizens)
 - Communities
 - Tourists / Visitors
 - Relocators
 - Public Officials
 - Influential Decision-Makers
- For Profit Industry
 - Commercial Businesses
 - Industry (Manufacturing, Agriculture, Aquaculture, and other water-related industries, etc.)
 - Academic & Research Institutions
 - Utility Companies
 - Real Estate, Development & Construction
 - Landscaping & Pest Control
 - Tourism
- Non-Profit Organizations & Professionals Associations
 - Non-Profits & NGOs
 - Advocacy
 - Academic & Research Institutions
 - Chambers
- Government & Regulation (Local, State, Federal)
 - Governments (and Staff)
 - Municipalities (and Staff)
 - Regulatory Agencies (FDEP)
 - Elected/Appointment Public Officials, Policymakers & Politicians
 - Government-owned utilities
 - Code Enforcers
 - Military
 - HOAs
- Habitat
 - Plants
 - Animals

Psychological Motivators:

- **HIGH LEVEL: SECURITY, SAFETY, SOLACE, SURVIVAL, RESPONSIBILITY, SUSTAINABILITY.**
- For People: Maintain and sustain a quality of life that promotes overall physical, emotional and psychology health and wellbeing. Connect with people's sense of responsibility to improving their local environments.
- For Industry: Create a sense of security for the financial stability of a business, in a way that is responsible for preserving the vitality and beauty of our natural resources.
- For Non-Profit: Influence, protect and preserve the environment through education, resources, and influence policy changes.
- Government: Manage the long-term growth of our communities safely and responsibly.
- Habitat: Ensure the survivability of the ecosystem and all creatures within the habitat.

ASPIRATIONS & OPPORTUNITIES FOR IMPROVEMENT

The following are leadership aspirations and opportunities for improvement that can inform the development of areas of focus for strategic planning. The following aspirations are informed by answers provided to the questions relating to Exemplars, Three Wishes, Envisioning (Leadership).

In no particular order:

- **Community Outreach & Partner Network**

- Create highly engaging, participatory programs to garner community participation and support.
- Create stronger connections between multi-county, multi-state borders.
- Secure strong, active partnerships through a coalition of advocates that span government, business and other high-profile entities.
- Improve community outreach and education to raise awareness of organization, and its mission.

- **Program Development**

- Target one key impact area to focus efforts of the whole community (i.e. "Seagrass")

- **Reporting**

- Establish a dashboard or report card (broad-based goals, objectives, KPIs) that are inclusive of stakeholders and provides a transparent view for community members to see results of the work in a way that is easily understood.

- **Operational**

- Secure funding
- Achieve NEP designation
- Achieve CCMP approval

- **Awareness Building**

- Improved social media presence.
- Development of an educational outreach plan that promotes online/digital/virtual presence and securing support from stakeholders across the service area (FL, AL).
- Create an educational campaign targeted to zip codes in Districts 1 & 5 that promote water body usage. (Note: Add Baldwin County)
- Create a "maintenance" campaign to reinforce established presence in zip codes in Districts 2, 3 and 4.
- Expand campaign messaging and community outreach to all service areas, including Okaloosa County, Santa Rosa, Escambia, and Baldwin.

MEASURES OF SUCCESS

The following measures of success were identified from answers provided to the Key Metrics questions in the Envisioning exercise.

This list is not exhaustive and only considers information shared from the dialogue sessions. Other information and data may need to be added to this list for a comprehensive list.

- **Achievement**

- CCMP Approval
- NEP Designation
- Delisting of impaired water bodies (numbers)
- A tally of the total number of people affected/engaged
- Increased seagrass/oyster habitat and aquaculture
- Size of Management conference

- **Awareness & Perception**

- Increased awareness of organization (via survey baselines and benchmarks; website hits, project funding applications, inquiries to organization)
- Change in Public Opinion about the organization or the issue of environmentalism (distrust and indifference could be included into the survey)
- Shift in perception of the issue and the value of the program and estuary.

- **Operational**

- Increased Funding to Organization, and by extension, increased funding of projects.
- Establishing a plan for managed, strategic growth

- **Partnerships**

- Identifying key, high-profile partnerships
- Increased engagement via committee membership numbers, surveys, diversity, attendance and consistency of partners
- Involvement of key partners: community leaders, elected officials, prominent science community and agencies, high-profile businesses and academic institutions.



BRAND VISION, MISSION & ASPIRATIONAL REPUTATION

The organization's vision, mission and aspirational reputational statements capture the themes uncovered throughout the various segments of the research (dialogue, surveys), specifically the leadership and organization's responses to questions regarding the Aspirational Reputation, Promise Statement, Hopes & Dreams, Exemplars and Identity Statements. This statement is a synthesis of what researchers heard from the collective analysis of data provided in the Leadership and Stakeholder dialogues, along with data from the customer experience and community perception survey.

VISION STATEMENT

The vision statement answers the question, "Where do we want to go?" This statement establishes how leadership defines the success of an organization. The vision statement should be bold, and serve as a combination of inspiration, aspiration and destination.

The Pensacola and Perdido Bays Estuary Program is a national leader and expert in estuarine science and rehabilitation/restoration. We have significantly improved the environmental quality of our watersheds through proactive education, partnerships, and funding of impactful water recovery and shoreline resilience projects. As a result of our work, we have sustained measurable and impactful positive change for our environment and community that has led to a significant increase in the health, wellbeing, and vitality of our communities.

MISSION STATEMENT

An effective mission statement is a written declaration of the organization's core purpose. It is intended to articulate what the organization does and delivers every day to achieve its vision.

Current:

To restore and protect the water quality and natural resources of the Pensacola and Perdido Bays and watersheds through partnerships, using a community-based, scientifically-sound approach to enhance resilience.

Adjusted:

Simple: Restore and protect the Pensacola and Perdido Bay watersheds through restoration, education, and unbiased monitoring of the health of our estuaries.

Detailed: Pensacola and Perdido Bays Estuary Program serves as a trusted source for residents, businesses, industry, and the community on issues relating to preserving, restoring, improving and maintaining the natural habitat and ecosystem of the bays, estuaries and watersheds of Pensacola and Perdido Bays. PPBEP strives to achieve a healthy and collaborative environment by:

1. Elevating and increasing the importance, awareness and understanding of environmental quality.
2. Employing rigorous, unbiased and scientifically sound science to inform and guide decisions, policies, and initiatives.
3. Funding programs and projects that protect the environment, increase ecological resilience
4. Build a network of inclusive, multi-stakeholder partnerships that takes into account factors affecting the environment, the economy, and the community-at-large for the benefit of improving the quality of life for all [living creatures].

ASPIRATIONAL REPUTATION STATEMENT

The aspirational reputation statement expresses how, over time, we want people to define our organization. It should be reflective of the vision and mission of the organization.

Our program has earned national recognition and a reputation as being a major contributor to estuary restoration. We are known locally, regionally, and nationally as a high impact program that has brought the community and its people together to protect, preserve its natural resources and assets, and in doing so, created significant measurable impact for its residents and wildlife. As a result of our commitment and efforts, we are sought out as an exemplar that others want to mirror.

BRAND NARRATIVE



**PENSACOLA
& PERDIDO BAYS
ESTUARY PROGRAM**

The brand narrative is a written story of what this organization represents. It is intended to be aspirational as well as motivational. This narrative may not exist for external audiences to view, but it should inspire the creative and communication materials to be developed. The goal of the narrative is to have people “lean in.”

“There once were men capable of inhabiting a river without disrupting the harmony of its life” – Aldo Leopold (1940)

Our connection to the water runs deep. It has served as a source of nurturing. Its bounty has fed and nourished all creatures big and small, generation after generation. We are inextricably linked to water... and since the industrial age, we have been its greatest threat. Now, not only do our lives rely on it, but so, too, do our livelihoods, and our quality of life.

As a result of human intervention, an explosive growth in business and industry, and the exponential increases in population, our waterways—once teeming with life—are being stressed by uncontrolled human development, runoff and pollution.

We believe it is our responsibility to preserve, protect and help to recover, renew and reinvigorate the beauty and bounty of our natural ecosystem: the Pensacola and Perdido Bay watersheds.

This is not merely an environmental issue. It is an ecological and economic issue that affects us all—from the wildlife to the fisherman, to the tourist, to the families that raise their children along the water. What is at stake is our health as a society. Our mental, psychological and physical well-being is on the line.

The beauty, scenery and natural resources of our waterways are the reason we choose to move here, travel here, do business here, and continue to

live here. It is our responsibility and duty to ensure future generations can benefit from the natural assets we enjoy now. We put into practice a strong desire to create a sustainable, meaningful impact for all living creatures affected by the ecosystem, working to find the balance between environmental and societal needs. Guided by proven scientific methods, we employ the best practices in environmental and ecological science to guide decisions and policies that affect our region.

We are Pensacola and Perdido Bays Estuary Program. We are a non-partisan group of active, engaged citizens who serve our communities through community outreach and partner network programs that engage government, businesses and residents in responsible ecological stewardship.

We work to provide a sense of safety, security and solace for all stakeholders who call the Pensacola and Perdido Bay communities home, whether for their families, their businesses or as a second home away from home.

We believe that it is up to the people to protect the things they enjoy: the natural wonder, mystery and renewing power of the water, the wildlife, and nature’s beauty.

Pensacola Bay Estuary Program

- Protecting what matters.
- A trusted source for protecting what matters.



PENSACOLA
& PERDIDO BAYS
ESTUARY PROGRAM

BRAND VISUAL GUIDELINES

Great brands are the result of aligning your story and customer perceptions with rich brand experiences that happen every day. Furthermore, it is important to have a clear and coherent brand visual to communicate your story clearly and effectively.

The purpose of the Brand Visual Guidelines is to establish rules for the consistent implementation of Pensacola & Perdido Bays Estuary Program's visual brand. These guidelines standardize name, logo and other elements such as color and types. It is important to send a consistent and controlled visual message of who we are, in order to present a strong, unified brand image and to reach our broader, strategic goal of an enduring brand reputation that builds marketshare.

Each and every one of us is responsible for protecting the organization's interests by preventing unauthorized or incorrect use of the Pensacola & Perdido Bays Estuary Program's visual brand.

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THE LOGO

A visual brand; or logo; is comprised of two distinct elements: The logomark and the logotype.

The logomark is defined as the organization's symbol or icon. The logotype is the accompanying text. Together they form the company's visual brand; however, instances in which each element is used individually is an acceptable practice.



BRACKISH WATER

To represent the estuary system where salt and freshwater converge.



PELICAN

To represent the delicate affect the water has on the wildlife and ecosystem of the Pensacola & Perdido Bays area.



SHIELD*

To convey a commitment to protecting the estuary ecosystem.

*Not in the sense of enforcement

LOGO LOCKUPS



MAIN LOGO



HORIZONTAL LOGO



VERTICAL LOGO 1



VERTICAL LOGO 2

LOGO ON BACKGROUND



LOGO RESTRICTIONS

The following guidelines indicate improper use of the Pensacola & Perdido Bays Estuary Program's logo. To ensure a consistent visual brand across all elements, please refrain from the following.

×



PENSACOLA & PERDIDO BAYS
ESTUARY PROGRAM

REARRANGING COLORS

×



PENSACOLA & PERDIDO BAYS
ESTUARY PROGRAM

OUTLINE, STROKE, OR BOLDING

×



PENSACOLA & PERDIDO BAYS
ESTUARY PROGRAM

ROTATING

×



PENSACOLA & PERDIDO BAYS
ESTUARY PROGRAM

DO NOT USE WITHIN
A PATTERN OR ILLEGIBLE IMAGE.

×



PENSACOLA & PERDIDO BAYS
ESTUARY PROGRAM

STRETCHING / SQUEEZING

×



PENSACOLA & PERDIDO BAYS
ESTRUARY PROGRAM

UNAPPROVED FONT

BRAND COLOR PALETTE

A controlled brand color palette is an essential element in the visual guidelines that are necessary to deliver strong visual messages throughout the brand materials.

Using the listed brand color palette in a proper way will set up the right mood and expectation for Pensacola & Perdido Bays Estuary Program's brand. Its color palette consists of different usages of each color. See the following guidelines for detailed instructions on the right usage of brand colors.

IMPORTANT NOTES:

*USE LISTED CMYK VALUES FOR 4-COLOR DIGITAL PRINTING

*WHEN AVAILABLE, PLEASE MATCH THE COLORS TO THE ACCORDING PHYSICAL PANTONE SWATCHES.

PRINT

<p>DEEP OCEAN</p> <p>PMS 288 U/C C100 M80 Y26 K10</p>	<p>WAVE BLUE</p> <p>PMS 3005 U / 7691 C C87 M51 Y0 K0</p>	<p>SKY BLUE</p> <p>PMS 2190 U / 2191 C C69 M20 Y0 K0</p>
<p>SHORE TEAL</p> <p>PMS 7458 U / 7459 C C70 M16 Y19 K0</p>	<p>GREEN</p> <p>PMS 3258 U/C C69 M0 Y55 K0</p>	<p>BEACHGRASS GREEN</p> <p>PMS 578 U/C C35 M0 Y71 K0</p>
<p>BLACK</p> <p>C0 M0 Y0 K100 R0 G0 B0</p>	<p>WHITE</p> <p>C0 M0 Y0 K0 R255 G255 B255</p>	

SCREEN

<p>R10 G56 B120 HEX #0A3878</p>	<p>R8 G115 B186 HEX #0873BA</p>	<p>R13 G168 B245 HEX #0DA8F5</p>
<p>R61 G168 B194 HEX #3DA8C2</p>	<p>R0 G204 B153 HEX #00CC99</p>	<p>R173 G212 B117 HEX #ADD475</p>
<p>R0 G0 B0 HEX #000000</p>	<p>R255 G255 B255 HEX #FFFFFF</p>	

TYPOGRAPHY

Well-presented typography helps communicate your message quickly and clearly. It is important to follow guidelines to avoid confusion between different uses of typeface, and for easier understanding of your message.

Pensacola & Perdido Bays Estuary Program's typefaces are complementary to the overall brand. When applicable, the preferred font is Nunito Sans.

The Alternative / Web-Safe Fonts

Use Arial or Calibri as alternatives when the brand fonts are not available.

Arial	
Regular	Bold
<i>Italic</i>	<i>Bold Italic</i>

Calibri	
Light	Bold
Regular	<i>Bold Italic</i>
<i>Italic</i>	

Nunito Sans FREE GOOGLE FONT

Nunito Sans ExtraLight
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Light
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Regular
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Medium
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Bold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans ExtraBold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Black
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans ExtraLight Italic
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Light Italic
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Italic
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Medium Italic
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Bold Italic
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans ExtraBold Italic
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Nunito Sans Black Italic
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

VISUAL MOCKUP





PD 21-22.096 Pensacola Perdido Bay Estuary Program

Marketing and Communications

Scope of Work - July 26, 2022

1. Communications Plan

1.1. Host communications planning workshop

Consultant team will host and facilitate a communications planning workshop with the client team and key stakeholders. This meeting will provide the background for developing the overall communications plan.

Deliverables

- Communications Planning Workshop

1.2. Develop communications plan

Consultant team will develop and provide an integrated marketing and community engagement plan which will outline client communication goals, strategy, initial creative concepts, campaign messaging, and tactics.

Deliverables

- Draft communications plan
- Final communications plan

2. Brand Collateral

2.1. Develop draft brand collateral

The consultant team will work with the client to determine and prioritize necessary brand collateral materials. Consultant team will develop design options for selection by client review and approval. Includes up to 5 core pieces (stationery, email template, slide template, editable social templates, etc.)

Deliverables

- Draft brand collateral package

2.2. Produce approved print-ready brand collateral art

Consultant team produce print-ready artwork for brand collateral based on feedback from client team.



PD 21-22.096 Pensacola Perdido Bay Estuary Program

Marketing and Communications

Scope of Work - July 26, 2022

Deliverables

- Final print-ready artwork for brand collateral

3. Campaign Development & Execution

3.1. Develop educational content and concepts for campaign(s)

Consultant team will, in conjunction with the client, collect, create, and/or curate educational materials to serve as basis for developing educational, awareness, direct, and/or event marketing campaign(s). Does not include costs of producing printed materials or signage.

Deliverables

- Educational content and concepts for campaign materials

3.2. Develop creative and digital assets for campaign(s)

Consultant team will, in consultation with the client, develop digital assets required to execute the communications plan. Digital asset development will focus on web, social media, or other graphic design assets to support the client campaign(s).

Deliverables

- Draft campaign creative and digital assets
- Final (approved) campaign creative and digital assets
 - Estuary 101 website/microsite including 5-7 custom page templates.
 - Social media graphics for 3-5 posts per week for campaign duration.
 - Social reels/videos will be produced in-house by the consultant team.

3.3. Identify influencers and advocates for campaign(s)

Consultant team will, in conjunction with the client, identify key stakeholders, community leaders, business partners, or other organizations to serve as influencers, advocates, and/or participants in the campaign(s). Does not include any associated influencer fees.



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Marketing and Communications

Scope of Work - July 26, 2022

Deliverables

- Influencer / advocate list of campaign supporters and participants

3.4. Commence campaign(s) (*sequence TBD*)

4. Campaign Closeout & Reporting

4.1. Provide reporting of campaign activities and results

Deliverables

- Final campaign report including campaign metrics, assets, and creative concepts.

Notes & Exclusions

- This draft scope of work contemplates a three-part campaign consistent with the consultant submission.
- Scope does not include printing or production costs.



PD 21-22.096 Pensacola Perdido Bay Estuary Program

Marketing and Communications

Proposed Budget - July 26, 2022

Task	Item & Description	Budget	Est. Complete
1	Communications Plan		NTP + 15 days
1.1	Host communications planning workshop	\$3,500.00	
1.2	Develop communications plan	\$10,000.00	
1.3	(OPTIONAL) Review existing communications and platforms	TBD	
	Total Task 1	\$13,500.00	
Task	Item & Description	Budget	Est. Complete
2	Brand Collateral		NTP + 30 days
2.1	Develop draft brand collateral (up to 5 pieces)	\$3,500.00	
2.2	Create and submit final brand collateral (print-ready art)	\$1,500.00	
	Total Task 2	\$5,000.00	
Task	Item & Description	Budget	Est. Complete
3	Campaign Development & Execution		NTP + 45 days
3.1	Develop educational content and concepts for campaign(s)	\$10,000.00	
3.2	Develop creative and digital assets for campaign(s)	\$10,000.00	
3.3	Identify influencers and advocates for campaign(s)	\$2,500.00	
3.4	(OPTIONAL) Develop email marketing campaign	TBD	
3.5	Commence campaign(s) (sequence TBD)	\$12,500.00	
	Total Task 3	\$35,000.00	
Task	Item & Description	Budget	Est. Complete
4	Campaign Closeout & Reporting		Dec 31, 2022
4.1	Close out campaign development and submit final report.	\$1,500.00	
	Total Task 4	\$1,500.00	
	Total Project Budget	\$55,000.00	



PD 21-22.096 Pensacola Perdido Bay Estuary Program

Marketing and Communications

Proposed Timeline - July 26, 2022

Task	Item & Description	Aug	Sept	Oct	Nov	Dec
1	Communications Plan					
1.1	Host communications planning workshop	X				
1.2	Develop communications plan	X				
Task	Item & Description	Aug	Sept	Oct	Nov	Dec
2	Brand Collateral					
2.1	Develop draft brand collateral (up to 5 pieces)	X	X			
2.2	Create and submit final brand collateral (print-ready art)		X			
Task	Item & Description	Aug	Sept	Oct	Nov	Dec
3	Campaign Development & Execution					
3.1	Develop educational content and concepts for campaign(s)	X	X			
3.2	Develop creative and digital assets for campaign(s)	X	X			
3.3	Identify influencers and advocates for campaign(s)		X	X	X	
3.4	(OPTIONAL) Develop email marketing campaign					
3.5	Commence campaign(s) (sequence TBD)		X	X	X	X
Task	Item & Description	Aug	Sept	Oct	Nov	Dec
4	Campaign Closeout & Reporting					
4.1	Close out campaigns and submit final report.					X

REQUIRED CONTRACT PROVISIONS FOR CONTRACTS FUNDED BY FEDERAL AWARDS (2 C.F.R. Part 200)

(A) Contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

(B) Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Procurement Standards. Pursuant to 2 C.F.R. § 200.321, the non-Federal entity and each contractor awarding subcontracts must take all necessary *affirmative steps* to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(D) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension. A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials (2 C.F.R. § 200.323). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic Preferences for Procurements (2 C.F.R. § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the

United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

OTHER REQUIRED CONTRACT PROVISIONS:

(A) Compliance with Federal Law, Regulations, and Executive Orders. All or a portion of this Agreement may be funded by federal financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, policies, procedures and directives.

(B) No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligation or liability of any party to this Agreement or any other party pertaining to any matter related to this Agreement.

(C) Program Fraud and False or Fraudulent Statements or Related Acts. As applicable, the requirements of 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) shall apply to a Contractor’s actions pertaining to the performance of this Agreement.

(D) E-Verify. Contractor shall register with and utilize the E-Verify System to verify the employment eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to perform work pursuant to the Agreement; and (4) include these requirements in any related subcontracts. Information on the E-Verify Program: <http://www.dhs.gov/E-Verify>.

(E) Rights in Copyright and Data. Contractor shall:

- a. Grant the Federal Government a royalty-free, nonexclusive and irrevocable right to:
 - i. Reproduce, publish, or otherwise use for Federal purposes any work that is subject to copyright and that the contractor develops, or acquires ownership of, under this award;
 - ii. Authorize others to reproduce, publish, or otherwise use such work for Federal purposes; and
- b. Grant the Federal Government the right to:
 - i. Obtain, reproduce, publish, or otherwise use data produced under this award; and
 - ii. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes; and
- c. Include the Federal Government rights described above in any subcontracts.

(F) Access to Records. For any contract in excess of the simplified acquisition threshold, Contractor shall provide access to any books, documents, papers, and records that are directly pertinent to the Agreement to enable and support audits, examinations, excerpts, and transcriptions. Contractor shall provide access to those records for all of the following:

- i. The non-Federal award recipient;
- ii. The Federal awarding agency, including its Inspector General; and
- iii. The Comptroller General of the United States.

(G) Records Retention.

For contracts in excess of the simplified acquisition threshold, Contractor shall provide for retention of all records related to the Agreement for 3 years after receiving final payment and all pending matters are closed.