

**AGREEMENT FOR FACILITY CONDITION ASSESSMENT (P.D. 22-23.047)**

**THIS AGREEMENT** is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as “the County”), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Populous, Inc., a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN 43-1870309, whose principal address is 4800 Main Street, Suite 300, Kansas City, MO 64112 (hereinafter referred to as the “Consultant”).

**WITNESSETH:**

**WHEREAS**, on February 2, 2023, the County issued a Request for Proposal for the Pensacola Bay Center Facility Assessment, Specification Number P.D. 22-23.047 (hereinafter referred to as the Project”); and

**WHEREAS**, Consultant is a firm with the requisite expertise in the area of facility assessment; and

**WHEREAS**, the County desires to enter into an Agreement with the Consultant for the performance of the Project as further set forth herein.

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

**ARTICLE 1**  
**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 The Board of County Commissioners has complied with the requirements of the Consultants’ Competitive Negotiation Act, as provided in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between 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 Proposal, Pensacola Bay Center Facility Condition Assessment, Specification No.: P.D. 22-23.047*, attached hereto and incorporated herein as **Exhibit A**.

2.2 Such services shall include those services performed by the Consultant, its employees, and subcontractors, as further described in the Scope of Work set forth in **Exhibit A** and any other services specifically included therein.

**ARTICLE 3**  
**TIME FOR PERFORMANCE**

3.1 The schedule for completion of the Consultant's services shall be in accordance with **Exhibit B**, which is attached hereto and made a part hereof. Consultant shall complete the Project within 14 consecutive weeks/ 98 calendar days from the date of the Notice to Proceed. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The 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 established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any basic 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 the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in **Exhibit C**, attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges be paid as follows: A lump sum amount of \$208,000.00. Final payment will be subject to approval by the Board of County Commissioners.

4.2 The Fee Schedule, as used herein, shall mean the charges shown in **Exhibit C** for certain tasks to be performed by the Consultant. Such fees shall 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 The Consultant may submit an invoice to the County upon the completion and approval of Project tasks in accordance with the Fee Schedule. 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 Invoices shall be submitted in duplicate to the following:  
Escambia County  
Attn: Facilities Management  
100 East Blount Street  
Pensacola, FL 32501

4.5 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**  
**CONSULTANT'S RESPONSIBILITIES**

5.1 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement. The Consultant shall correct or revise, without additional compensation, any errors or omissions in its work product.

5.2 The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, 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.

5.3 The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

**ARTICLE 6**  
**GENERAL PROVISIONS**

6.1 Ownership of Documents. Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the project for which they were made is completed or not. Such ownership shall include any electronic files developed or created of such documents. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs, and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion or the termination of the Consultant's services.

6.2 Termination.

(a) This Agreement may be terminated by either party for any 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 the Consultant shall be paid for services performed through the termination date, including all reimbursable expenses then due or incurred to the date of termination. 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.

(b) 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 the Consultant abandons this Agreement or causes it to be terminated, the 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 the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(c) 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.

6.3 Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, 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 the 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 the Consultant seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the 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**

6.4 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.

6.5 No Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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.

6.6 Truth-in-Negotiation. The signing of this Agreement by the 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.

6.7 Gratuities. Neither the 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. The Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

6.8 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.

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

6.10 Indemnification. The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant 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 any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses, and costs, including attorney's and paralegal fees.

County and Consultant agree that one percent (1%) of the compensation paid by County to Consultant shall be given as separate consideration for this indemnification and any other indemnification of County by Consultant provided for within the Agreement, the sufficiency of such separate consideration being acknowledged by Consultant's acceptance and execution of the Agreement.

The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

- (a) Commercial General Liability, Form CG1, with \$1,000,000 minimum per occurrence/\$2,000,000 annual aggregate limit;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Florida statutory workers' compensation and employer's liability with employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease;
- (d) E&O/ Professional Liability with \$2,000,000 per claim/\$2,000,000 annual aggregate. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches; and
- (e) Commercial Umbrella/Excess with \$5,000,000 per occurrence and in the annual aggregate in addition to CGL, Automobile, and Professional Liability limits provided above.

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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation or nonrenewal. Such notices shall be mailed to the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and Professional Liability). 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.

6.12 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.

6.13 Employment Eligibility Verification. 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. 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>.

6.14 Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, Contractor hereby certifies that the Contractor is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*; or has been engaged in a *boycott of Israel* then the County reserves the right to immediately terminate this Agreement.

6.15 Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, Contractor certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a "foreign country of concern" as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

6.16 Notice. Any notice or payment 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 or payment shall be made as follows:

To: Populous, Inc.  
Attention: Chief Legal Officer  
4800 Main Street, Suite 300  
Kansas City, MO 64112

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

With copy to:  
Attention: Jim Swords  
2 South Market, 4<sup>th</sup> Floor  
Boston, MA 02109

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.

6.17 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.

6.18 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.

6.19 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.

6.20 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 the 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, the 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.

6.21 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.

6.22 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.

6.23 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.

6.24 No Waiver. The failure of the 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.

6.25 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

6.26 Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing



board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

6.27 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:

**ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Wesley J. Moreno, County Administrator

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 04-26-2023

**CONSULTANT:  
POPULOUS, INC.**

ATTEST:

By: [Signature]  
Corporate Secretary

By: [Signature]  
Bruce Miller, Vice President

Date: 4/28/2023





## Board of County Commissioners Escambia County, Florida

Jeff W. Bergosh  
District One

Michael S. Kohler  
District Two

Lumon J. May  
District Three  
Chairman

Robert D. Bender  
District Four

Steven L. Barry  
District Five  
Vice-Chair

### **Request For Proposal (RFP)** **Pensacola Bay Center Facility Condition Assessment** **SPECIFICATION NUMBER PD 22-23.047**

<p><b><u>Proposals will be received until:</u></b> March 7, 2023 at 3:00 PM CT</p>	<p><b><u>Pre-Solicitation Conference:</u></b> February 13, 2023 at 1:00 PM CT</p>
<p>Upload Via <a href="#">Vendor Registry</a></p> <p>Proposal Opening Audio &amp; Video: <a href="#">Click here to join the meeting</a></p> <p>Proposal Opening Audio Only: (863) 333-5817 Conference ID: 741 891 27 #</p>	<p>Pre-Solicitation Audio &amp; Video: <a href="#">Click here to join the meeting</a></p> <p>Pre-Solicitation Audio Only: (863) 333-5817</p> <p>Conference ID: 570 340 880 #</p>

#### **Board of County Commissioners**

Lumon J. May, Chairman  
Steven Barry, Vice Chairman  
Jeff Bergosh  
Michael Kohler  
Robert Bender

**From:**  
Jeffrey Lovingood  
Director of Purchasing

#### **Assistance:**

Buzz Roggenbuck  
Sr. Purchasing Coordinator  
Tel: 850-595-4878  
Email: [abroggenbuck@myescambia.com](mailto:abroggenbuck@myescambia.com)

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



## **Pre-Solicitation Activity**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by email to: Buzz Roggenbuck at [abroggenbuck@myescambia.com](mailto:abroggenbuck@myescambia.com).

All questions or inquiries must be received no later than the last day for questions stated in the solicitation & Legal Notice. Any addenda or other modification to the solicitation documents will be issued by the County five (5) days prior to the date and time of solicitation closing, as written addenda, and will be posted to the Escambia County website at [Escambia County Solicitations \(myescambia.com\)](https://www.escambia.com/escambia-county-solicitations)

Such written addenda or modification shall be part of the solicitation documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

## **Proposed Schedule**

Request for Proposals Published	<b>February 2, 2023</b>
Pre-Solicitation Conference	<b>February 13, 2023/ 1:00 PM CT</b>
	<b>Facilities</b>
	<b>100 E. Blount St, Pensacola FL 32501</b>
Deadline for Questions	<b>February 15, 2023 / 4:00 PM CT</b>
Proposal Due	<b>March 7, 2023 / 3:00 PM CT</b>

The Pre-Solicitation Conference and Solicitation Opening will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

- To Download Microsoft Teams: [Click Here](#)
- Microsoft Teams Tutorials: [Click Here](#)

In an effort to efficiently serve all meeting attendees, no meeting time will be dedicated to assisting firms attempting to log into the meeting

## **Preparation of Proposal**

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature. All authorized signatories must be registered in Sunbiz.org.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated in the proposal. The official address of the joint venture must be shown below the signature.

It is preferred that all physical signatures be in blue ink with the names type or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included in the proposal. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

### **Submittal of Proposal**

A proposal shall be submitted no later than the date and time prescribed in the Request for Proposal and shall be accompanied by all required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time via Vendor Registry.

Each contractor's submittal shall include all the items listed on the Submission Checklist, in order, with the Checklist on the top of the submission in the tab outlines in the Scope of Work.

### **Integrity of Documents**

Respondents shall use the original solicitation documents in the format provided by the Escambia County Office of Purchasing and enter information only in the spaces where a response is requested.

### **Withdrawal of Submittals**

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

### **Interpretation**

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall be the Respondents responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Respondents shall be bound by such Addenda whether or not received by the Respondent.

### **Proposals to Remain Subject to Acceptance**

All proposals will remain subject to acceptance or rejection by Escambia County for Ninety (90) calendar days after the due date.

### **Conditional and Incomplete Proposals**

Escambia County specifically reserves the right to reject any conditional proposal.

### **Addition/Deletion of Item**

The County reserves the right to add or delete any item from this solicitation or resulting contract when deemed to be in the County's best interest.

### **Specification Exceptions**

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the specifications. Respondent must also explain any deviation from the specification in writing, as a foot note on the applicable pricing page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submittal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with specifications.

### **Familiarity with Laws**

All applicable Federal and State laws, County and municipal ordinances, orders, rules, regulations and General Terms and Conditions of all authorities having jurisdiction over the project shall apply to the solicitation throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

### **Compliance with Governing Laws and Regulations**

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

### **Examination of Documents and Site**

Before submitting their proposal, the Respondent shall familiarize themselves with the nature

and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda, and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

### **Right to Reject Proposal**

The County reserves the right to waive informalities in the proposal to reject any or all submissions with or without cause and accept the proposal that in its judgment is in the best interest of the County.

### **Disqualification of Respondents**

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

- Submission of more than one proposal for the same work from an individual, firm, or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.
- Listing of the respondent by any Local, State or Federal Government on its barred/suspended firm list.

### **Discrimination**

An entity or affiliate who has been placed on the discriminatory firm list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **Review of Procurement Documents**

Per Florida Statute 119.071 (1) 2, sealed proposals or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the proposals or final replies, whichever is earlier.

### **Compliance with Florida Statute 119.0701**

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes

relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

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

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

#### **Suspension or Termination for Convenience**

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

#### **Failure of Performance/Delivery**

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the vendor list for duration of one (1) year, at the option of the County.



## **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.

## **Audit**

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this proposal from the date of the award through three (3) years after the expiration of contract.

## **Non-Collusion**

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

## **Public Entity Crime Information**

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted firm list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the solicitation package.

### **Investigation of Respondent**

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the County any additional information and financial data for this purpose as the County may request.

### **Time of Completion**

The entire project shall be completed in the time frame specified in the scope of work. The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the County can occupy or utilize the work for the use which it was intended.

### **Contract Term/Renewal/Termination**

N/A

### **Evaluation of Proposals and Award of Contract**

Escambia County Staff will review all proposals and will provide the recommendation to award to the Office of Purchasing, the County Administrator, and the Board of County Commissioners. The County will award the proposal to the responsive and responsible firm(s). The County reserves the right to award the proposal to the respondent submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Escambia County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Escambia County reserves its right to reject any or all Proposals, including without limitation nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Respondent whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Respondents, the County may consider the qualifications of Respondents and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as a part of the Proposal.

Escambia County reserves the right to waive any informalities or reject any and all submissions, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this solicitation and to accept the solicitation that in its judgment will best serve the interest of the County.

### **Solicitation Expenses**

The County accepts no responsibility for any expenses incurred by the Offeror in the solicitation preparation and submittal, as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the Offeror.

## **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.

## **Negotiations**

Should Negotiations be required the contents of the proposal of the successful firm shall become a basis for contractual negotiations.

## **Recommended Proposal Preparation Guidelines**

All contractors shall provide a straightforward and concise description of their ability to meet the proposal requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be submitted in one electronic file using the naming convention stated above.

## **Form of Agreement**

The Contract form shall be provided by the Office of Purchasing. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Escambia County Legal Office before the successful contractor may proceed with the work.

## **Award**

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

## **Prohibition Against Contracting with Scrutinized Companies**

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County’s option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018, shall be terminated at the County’s option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment “D”. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County’s determination concerning

the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**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](mailto: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
1. Execution of Solicitation
2. No Offer
3. Solicitation Opening
4. Prices, Terms and Payment
  - 5.01 Taxes
  - 5.01 Discounts
  - 5.02 Mistakes
  - 5.03 Condition and Packaging
  - 5.04 Safety Standards
  - 5.05 Invoicing and Payment
  - 5.06 Annual Appropriations
5. Additional Terms and Conditions
6. Manufacturer's Name and Approved Equivalents
7. Interpretations/Disputes
8. Conflict of Interest
  - 9.01 County Procedure on Acceptance of Gifts
  - 9.02 Contractors Required to Disclose Any Gift Giving
  - 9.03 Gratuities
9. Awards
10. Non-Conformation to Contract Conditions
11. Inspection, Acceptance, and Title
12. Governmental Restrictions
13. Legal Requirements

14. Patents and Royalties
15. Price Adjustments
16. Cancellation
17. Abnormal Quantities
18. Advertising
19. Assignment
- 20. Liability**
21. Facilities
22. Distribution of Certification of Contract
23. The Successful Bidder(s) Must Provide
24. Addition/Deletion of Items
25. Ordering Instructions
26. Public Records
27. Delivery
28. Samples
29. Additional Quantities
30. Service and Warranty
31. Default
32. Equal Employment Opportunity
33. Florida Preference
34. Contractor Personnel
35. Award
36. Uniform Commercial Code
37. Contractual Agreement
38. Payment Terms/Discounts
39. Improper Invoice; Resolution of Disputes
40. Public Entity Crimes
41. Suspended and Debarred Vendors
42. Drug-Free Workplace Form
43. Information Sheet for Transactions and Conveyances
44. Copies
45. 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](#)
46. Execution of Contract Purchase Order
47. No Contingent Fees Solicitation Expenses
48. On-Line Auction Services

# **ESCAMBIA COUNTY DOCUMENTS AND FORMS**

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## Submission Checklist

Project Name: **Pensacola Bay Center Facility Condition Assessment** Solicitation # PD 22-23.047

Due Date: **March 7, 2023** Time: **3:00 PM CT**

- \_\_\_ Proposal as one singular file when applicable utilizing naming convention “PD 22-23.047 Firm Name”
- \_\_\_ Submission Checklist inserted as first page of the Tab indicated for County Forms
- \_\_\_ Deletion of records form
- \_\_\_ E-Verify Certification
- \_\_\_ Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes
- \_\_\_ Conflict of Interest Form
- \_\_\_ Drug-Free Workplace Form
- \_\_\_ Information Sheet for Transactions and Conveyances Corporate Identification.
- \_\_\_ Firms on Scrutinized Companies list
- \_\_\_ Certificate of Authority to do Business from the State of Florida. **(Sunbiz registration – The person signing the bid form must be listed on Sunbiz registration for FEIN provided)**
- \_\_\_ Occupational License (if applicable)
- \_\_\_ Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s). (if applicable)
- \_\_\_ Copy of current Required Insurance declaration page with Escambia County named interest or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **Attach this page as the first page of an online submission with documents in the order they appear on this form**

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an "X" in the blank (**Sec. 46-110.-Local Preference in Bidding**).\_\_\_\_\_

**CONTRACTOR REQUIREMENTS**

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

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Addendum # \_\_\_\_\_ Date \_\_\_\_\_  
Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Addendum # \_\_\_\_\_ Date \_\_\_\_\_

**SEAL IF BID IS BY CORPORATION**

**(PLEASE TYPE INFORMATION BELOW)**

State of Florida Department of State Certificate of Authority Document Number: \_\_\_\_\_

Occupational License Number: \_\_\_\_\_

Florida DBPR Contractor’s License, Certification, and/or Registration Number: \_\_\_\_\_

Type of Contractor’s License, Certification, and/or Registration: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

County Permits/Fees Required for this Project: \_\_\_\_\_

**Person to Contact Concerning This Bid:**

**Person to Contact for Emergency Service:**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

Attached to bid you shall find a bid bond, cashier’s check, or certified check (circle one that applies) in the amount of **five percent (5%)** of bid.

The work shall be substantially completed within **(120) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **(150) consecutive calendar days** from the date of Notice to Proceed. All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

**NOTE: FOR INFORMATION, ONLY: In the Agreement section of the Standard Construction Document, please fill in the above appropriate calendar days and the dollar amount.**





# Board of County Commissioners Escambia County, Florida

Jeff W. Bergosh  
District One

Michael S. Kohler  
District Two

Lumon J. May  
District Three  
Chairman

Robert D. Bender  
District Four

Steven L. Barry  
District Five  
Vice-Chair

Jeffrey Lovingood/Deputy Purchasing Manager  
Office of Purchasing

## PD 22-23.047, Pensacola Bay Center Facility Conditiona Assessment

To the Escambia County Office of Purchasing

We recently sent you a **Request For Proposal (RFP)** on the above-mentioned specification.

We hereby acknowledge and certify that our company has destroyed/deleted any digital downloaded copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all of the information, whether originals or duplicated, shall be destroyed/deleted.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification Regarding E-Verify

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this 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 Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor 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, the Contractor hereby further certifies compliance with the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's 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. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

CONTRACTOR:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date

**Sworn Statement under Section 287.133 (3) (a)**  
**Florida Statute on Public Entity Crimes**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for:  
\_\_\_\_\_
1. This sworn statement is submitted by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and (if applicable) 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. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
3. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. 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 of shares constituting a controlling income among \_\_\_\_\_ persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
6. 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 the state or of the United States with the legal power to enter into a binding contract 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.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, or any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, or affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (please attach a copy of the final order)
- The person or affiliate was placed on the convicted firm list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted firm list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted firm list. (Please describe any action taken by, or pending with, the department of General Services)

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Notary Public

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

## Drug-Free Workplace Form

The undersigned firm, 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.

**Is this a Florida Corporation:** Yes or No

**If not a Florida Corporation:**

In what state was it created: \_\_\_\_\_

Name as spelled in that state: \_\_\_\_\_

**What kind of Corporation is it:** “For Profit” or “Not for Profit”

**Is it in good standing:** Yes or No

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

**State of Florida Department of State Certificate of Authority Document Number:** \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As Used in Florida):**

\_\_\_\_\_

(Spelled Exactly as it is Registered with the State or Federal Government)

**Corporate Address:**

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: \_\_\_\_\_

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:**

\_\_\_\_\_

**Verified By:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Certification Regarding Scrutinized Companies [Contract amount less than \$1 Million]

Pursuant to §287.135, Florida Statutes, the undersigned Contractor hereby certifies the following: Contractor is not on the *Scrutinized Companies that Boycott Israel List*

created pursuant to

§215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes.

Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification or has been engaged in a *boycott of Israel* then the County reserves the right to immediately terminate the parties' agreement.

CONTRACTOR:

---

Business Name

By: \_\_\_\_\_ Signature

Name: \_\_\_\_\_ Printed

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* Effective July 1, 2018

## NOTICE

**In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to firms of the local firm 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 firm 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 firm 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 firms 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 when 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 firm 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 firm 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.

# SCOPE OF WORK

## 1.0 INTRODUCTION

This document represents a Request for Proposals (RFP). Escambia County seeks to engage the services of a qualified architectural/engineering firm and/or facility management firm to provide a review and assessment of the on-going capital needs of Pensacola Bay Center and to obtain a long-term capital repair, replacement, and improvement program, including potential architectural and technological upgrades.

The selected firm shall conduct an architectural and engineering capital assessment of Pensacola Bay Center and prepare documentation, as described herein, regarding the condition of Pensacola Bay Center, recommendations with respect to capital repair and replacement plans and matters relating thereto. The selected firm shall evaluate the condition of the existing facility, document issues or defects based on observations, provide estimates of the expected life of the various components, recommendations for repair and replacement and the range of costs associated with such capital plan recommendations.

The selected firm shall provide design recommendations to modify and/or provide upgrades to the arena that would improve the overall experience for the guests, tenants, and touring artists.

## 2.0 BACKGROUND

Escambia County (the "County" and/or "Owner") is located at the western end of the Florida Panhandle. The County has a 2020 census population of over 321,900 residents occupying an area of approximately 875 square miles. The County has one large metropolitan center, the City of Pensacola, and numerous un-incorporated suburban areas experiencing rapid growth. Its landscape is physically diverse ranging from rural agricultural, residential/suburban, beach resorts, to urban settings. The County's primary industry is agriculture with secondary industries in military, light manufacturing, and tourism.

### **3.0 FACILITY DESCRIPTION**

Pensacola Bay Center is an indoor arena located in Pensacola, Florida which opened in 1985. The 36+ year old venue is owned by Escambia County and serves the Gulf Coast region. It has operating capacities which vary from 8,049 for hockey games to 10,000 for non-hockey events. The 23,000 square feet of arena space is complimented with another 10,000 square feet of separate meeting space.

The venue hosts events such as chart-topping concerts, SPHL hockey with recreational ice programs for youth, adult and figure clubs, high school and college graduations, exhibition and convention shows, family shows such as Disney on Ice and Monster Jam, along with Cheer and Dance Competitions, Presidential visits and so on. These events produce over 150 event days per year with an average of 400,000 visitors each year and over \$30 million in direct spend in Escambia County on an annual basis by visitors attending the events. The venue staffs over 125 jobs with another 200 plus jobs generated by local service providers in security, janitorial, catering and concessions.

### **4.0 SCOPE OF SERVICES**

The scope of services requested through this RFP will be for the completion of a comprehensive facility condition assessment as described herein.

For each inspection area listed below, the facility condition assessment shall include a review of maintenance efforts to-date as compared to industry standards. The assessment shall provide preventative maintenance recommendations, to include minimum standards of day-to-day upkeep and their associated costs based on industry standards (including, but not limited to, on-going building maintenance, equipment replacement, janitorial needs and staffing, basic cleaning/deep cleaning, paint, flooring replacement, lighting replacement, etc.).

The process for performing the assessment should consist of direct observation, review and interpretation of documents, interviews with personnel and input from management and ownership, evaluation of the actual condition of the major physical elements, systems, and operations. In addition to the physical review, a narrative and commentary narrative on the level and quality of repairs and maintenance currently being performed should be provided and discuss the efforts relative to those observed at other similar sports facilities. The following are descriptions and examples that apply that describe the scope of work for each of the elements of an assessment.

**Specific areas of inspection shall include:**

1. Architectural Review
2. Major Systems Review
3. Structural Review
4. Electronic Systems Review - Entertainment
5. Electronic Systems Review - Operations
6. Food Service, Concessions, Catering and Merchandise Review
7. Vertical Transportation Review
8. Roofs
9. Capital Expense Matrix
10. Facility Condition Assessment Report

**4.1 Architectural Review**

The architectural review of the arena shall consist of the inspection and evaluation of general architectural components of the building, including, but not limited to, interior and exterior finishes. A review of the functional efficiency of selected areas shall also be conducted. The architectural assessment will:

- Provide an objective review of current conditions.
- Provide an objective evaluation on the functionality of a given space in order to develop recommendations for improvement.

**4.2 Major Systems Review**

The Major Systems Review has two main components:

- a) Identify equipment that needs replacement or that will need to be replaced within the next twenty years.
- b) Identify potential system upgrades and emerging technologies that would provide a benefit in utility savings, maintenance, guest comfort and indoor air quality.

The Major Systems Review shall assess, at a minimum, the following equipment, and systems:

- a) **Mechanical** – Chilled water systems, building automation systems, air handlers, heating systems, fan coils and terminal units, exhaust and grease fans, piping insulation and louvers.
- b) **Electrical** – Site electrical distribution, switchgear, condition of electrical rooms, show and truck power, emergency generator, site lighting, sports lighting, lighting control systems, energy management systems and fire alarm systems.
- c) **Plumbing** – Domestic cold and hot water systems, grease traps, bathroom fixtures, drinking fountains, and sewage lift pumps.
- d) **Ice Making System** – Ice Flooring, Ice Plant, Refrigeration, Water Filtration and Leveling
- e) **Fire protection System** – Fire pumps, sprinklers, and standpipes.

The following are descriptions and examples of the work the selected vendor will perform for the Major Systems Review:



- a) Observe and document the physical and operating condition of all mechanical, electrical, plumbing, ice making, and fire protection equipment and systems identified above.
- b) Interview the operations and engineering staff to determine event day and non-event day sequences of operation of selected equipment and systems.
- c) Evaluate and comment on the current physical condition of selected components, equipment, and building systems with an estimate of their remaining useful life and replacement costs. The estimate of remaining useful life shall assume that no changes to the current maintenance program will be made.
- d) Identify systems that are not operating as designed or as needed to satisfactorily serve guests of the arena. Provide recommendations on alternative sequences of control modifications that may reduce operational costs, as applicable.
- e) Provide recommendations on preventative maintenance actions to be implemented in the short term and long term to prolong the useful life and increase the operating efficiency of equipment and systems. If necessary, recommendations for replacement should be made including estimated replacement costs.

#### **4.3 Structural Review**

The selected firm shall conduct a review of documents, perform on-site observations, and develop a strategic analysis in order to evaluate the condition, capacity, suitability and performance of the arena's structural systems. Structural systems shall include:

- a) Roof Structure
- b) Catwalks
- c) Foundations, basement walls and access tunnels
- d) Fixed seating areas
- e) Structure to support rigging
- f) Walls supporting roofs
- g) Exterior sidewalks and facades

#### **4.4 Electronic Systems Review – Entertainment**

The selected firm shall review the physical condition, and shall evaluate the set-up and operation of the following systems with a focus on maximizing current performance and increasing guest experience:

- a) Audio systems
- b) Lighting systems
- c) Video production
- d) Broadcast systems
- e) Large screen LED video displays
- f) Electronic signage

#### **4.5 Electronic Systems Review – Operations**

The selected firm shall perform the following services related to the review of operations focused electronic systems:

- a) Access control and monitoring

- i. Review current surveillance for efficiency, effectiveness, potential security gaps, and obstructions, and recommend solutions in the following areas:
    - Perimeter door monitoring
    - Seating bowl
    - Operations control (i.e., crowds, concessions, cash rooms, etc.)
    - Building systems (i.e., HVAC units, coolers, etc.)
    - Potential external threats (i.e., surrounding streets, entrances, parking lots, etc.)
  - ii. Review access control systems and control points.
  - iii. Identify potential locations where biometric or electronic access controls may be appropriate.
  - iv. Review exterior support/access points and determine appropriate monitoring and control elements.
- b) Telecommunications and IT
- i. Review data backbone topology and media for bandwidth and speed.
  - ii. Review phone systems including switches.
  - iii. Review capacity and effectiveness of wireless internet systems.

#### **4.6 Food Service, Concessions, Catering and Merchandise Review**

The review of food service, concessions, catering, and merchandise outlets shall include:

- a) General Food and Beverage Issues
  - i. Evaluate current condition of facilities and equipment.
  - ii. Review cleaning and pest control programs.
  - iii. Review preventative maintenance programs.
  - iv. Evaluate condition of ice machines and other service equipment.
- b) Concession Stands
  - i. Evaluate condition and operation of concession stands and bars.
  - ii. Evaluate condition and operation of counters, menu boards, cooking and preparation equipment, portables, and points of sale.
  - iii. Evaluate condition of casework, wall finishes, and floor finishes.
- c) Commissary and Kitchens
  - i. Evaluate condition of cooking and food preparation equipment, wall, and floor finishes.
- d) Team Stores and Portable Merchandise Stands
  - i. Evaluate general condition of facilities and equipment, including operational efficiency of points of sale.

#### **4.7 Vertical Transportation Review**

This includes the review of escalator and elevators with the following examples of the work in this area:

- a) Observe and document the physical and operating condition of equipment and systems.
- b) Interview the operations and engineering staff to determine event day and non-event day sequences of operation of selected equipment and systems.
- c) Evaluate how elevators serve disabled customers and where improvements could be made.
- d) Evaluate how the systems are actually operating.

#### **4.8 Roofs**

The selected firm shall assess the condition of roofing membranes, penetrations, seams, and water diversion devices.

#### **4.9 Capital Expense Matrix**

The selected firm shall develop a capital expense matrix to be used by facility management for planning and prioritizing capital projects as part of the venue's existing capital improvement plan.

The matrix shall reflect information provided by manufacturers and current facility users based on "best practices" for similar arenas. The matrix is intended to be a "living" document whereby it is continually updated as changes occur in the capital project program and shall forecast capital needs for a period of no less than 20 years.

#### **4.10 Facility Condition Assessment Report – (Deliverables)**

Using the data and information collected during the on-site review, the selected firm shall provide a comprehensive condition assessment report. The report shall contain, at a minimum, the following information:

- a) An Executive Summary.
- b) A description of the methodology used in performing the assessment and developing recommendations.
- c) Full condition assessment that addresses capital requirements, assets, and maintenance reported as outlined below.
- d) Capital requirements
  - i. Searchable/sortable spreadsheet with the following:
    - Capital requirement costs summarized by building systems.
    - Capital requirement costs summarized by priority.
    - Capital requirement costs summarized by category type.
    - Capital requirement costs summarized by ROI.
  - ii. Review of the venue's current capital improvement plan with recommended changes based on the facility condition assessment, including a multi-year annual capital expenditure forecast/ capital expense matrix (as noted previously).

- iii. Recommendations regarding the capital improvement program, including:
  - Preliminary design concepts for a 10-year capital improvement program.
  - Projected construction costs for items contemplated by the 10-year capital improvement program.
  - Phased timeline for implementing capital improvement program elements.
  - Proposed costs for design work contemplated by the program.
- e) Assets
  - i. Searchable/sortable spreadsheet with the following:
    - A facility inventory including equipment type, manufacturer, etc.
    - Detailed description of building assets and equipment detailing the observed condition and deficiency cause providing recommendations to correct the deficiency.
  - ii. A schedule of annual forecasted expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies and organized by building system.
  - iii. List of all upgrades in components and systems that would provide improved fan experience, operating efficiencies, and/or additional revenue opportunities for the arena. As to each upgrade, identify other facilities (Similar arenas or otherwise) that have implemented such upgrades and provide information relating to the costs associated with implementing the recommended upgrade.
- f) Maintenance
  - i. A priority list and timeline of recommended maintenance improvements, capital repair/replacement of building components and systems, and upgrades of components and systems, including current and deferred maintenance costs for the proposed work.
  - ii. Recommended preventative maintenance program.
- g) Overall
  - i. A comprehensive assessment of the areas to be examined with corresponding digital photos and narrative to explain the current condition and for use in explaining and/or justifying the prioritization of recommended corrective actions as applicable.
  - ii. Program for potential arena upgrades of components/systems.
  - iii. Suggested priority list and timeline for all recommended/required items.
  - iv. 7-year, 10-year, 15-year, and 20-year comprehensive financial assessment of the areas to be examined with capital costs associated in applicable years for recommended repairs and/or replacement as applicable.

The selected firm shall present the assessment findings through reports, graphs, and charts to provide a visual representation of the condition assessment data. The material prepared shall be clear, detailed, and sufficient to justify the scope of the funding needed.

## **5.0 REQUIRED FORMAT AND CONTENTS OF PROPOSAL**

Proposals must include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposal must be organized, and sections tabbed in the following order.

The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

The County reserves the sole right to reject any proposal received that is not in the format required. All respondents must respond to the following items in the order listed below. Hard copy written proposals must be typed on 7.5" x 11" white paper, printed on both sides. **Do not bind** the document; instead, use a 3-ring binder or binder clip the proposal together and place in a sealed envelope (see clause 7.3). Electronic copy proposals may be uploaded to the Vendor Registry program. Follow the instructions for the uploading of electronic documents. **All proposals are to be submitted with the required information presented in a "Tabbed" format with each tab corresponding to the proposal's Table of Contents.** Responses should be well thought out, thorough and concise. Clarity and brevity will be viewed favorably.

All proposals submitted must contain, at a minimum, the following information in the format and order set forth below:

### **5.1 Cover Letter**

- 5.1.1 A cover letter transmitting the proposal to the County on company letterhead, signed by an official authorized to contract for the firm. The letter must contain the following: Name, title, address, telephone number, and email address of the company's contact person for the proposal; a statement that the proposer understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP; and identify all materials and enclosures being forwarded in response to the RFP.

### **5.2 Table of Contents**

Provide a listing of all major topics, their associated section number, and starting page number.

### **5.3 TAB A - Proposing Firm's Profile and Description**

Provide a descriptive overview of the Proposer

- 5.3.1 Brief profile of the firm, including:
  - a. Brief history of the business
  - b. Organizational structure of the business

- c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) – The Proposer must identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer must identify whether the business entity is incorporated in Florida, another state, or a foreign country. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, it must present evidence of authority to do business in Florida. Firms may submit as a partnership with two or multiple firms, in which case the partnership becomes the Proposer team required to provide all necessary information requested in this RFP.
  - i. Documentation from the appropriate state’s agency confirming firm’s legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
  - ii. Provide the Federal Employer Identification Number of the Proposer
  - iii. In the case of a sole proprietorship or partnership, provide social security numbers for all owners/partners
- d. Ownership interests – The proposal must name all persons or entities serving or intending to serve as principals in the Proposer’s business entity. Identify each principal of the business entity (no matter legal entity)) and any other “key personnel” who will be professionally associated with the development and/or presentation of the proposal (for key personnel, just names, positions, association with firm, etc. in this section).
- e. Existing contracts – The Proposer must provide a listing of current contracts (including value) in Florida, Alabama, and Mississippi. The Proposer must also provide a map of Florida depicting current contract locations.
- f. Please provide the information as listed for any governmental organization and any organization for which there is not a confidentiality agreement. Responders may use the word “CLIENT” for naming purposes of any organization for which a confidentiality agreement is in place.
- g. Present status and projected direction of business/workload
  - i. Provide a listing of the business entity’s current and projected workload.
  - ii. Include a graph and/or other informational diagram/format indicating the allocated and available man hours.
  - iii. Indicate commitment of staff available for this project.
- h. Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer, and its subcontractors if any, in the past five (5) calendar years which is related to the services that Proposer provides in the regular course of business. The summary must state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and

the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer which is related to the services that Proposer provides in the regular course of business.

- i. List any regulatory or license agency sanctions in the past five (5) years related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

Include the location of the Proposer's headquarters and the location of the remote office that will serve the County if applicable.

**5.4 Tab B – Key Personnel** (5 pages maximum, excluding organization chart and resumes)

5.4.1 Provide an organization chart and summary table of the Proposer's key personnel assigned to the County that will assume day-to-day responsibilities for managing each stage of the project as described in the Scope of Services. The summary must include key personnel's role, number of years of experience, sample projects (including references), and contact information.

5.4.2 Indicate the specific responsibilities of individuals to be assigned to this project and include brief, no longer than one-page, resumes for those individuals. All individuals assigned to the County must have at least demonstrated experience in disciplines required to deliver the full scope as described in section 4 above.

5.4.3 Licenses and Certifications: List any licenses or certifications related to the Scope of Work described in this RFP. State if the Proposer does not have any related or applicable licenses or certifications.

**5.5 TAB C - General Disclosure**

5.5.1 Have any principal members of the Proposer, over the past five years been engaged in any business activities, which could be construed as a conflict of interest as respect to their involvement with this contract?

5.5.2 Have any principal members of the Proposer, over the past five (5) years, been named in any legal action(s), investigations or other actions which could materially affect the Proposer's ability to perform the duties listed in the Scope of Services.

**5.6 TAB D – Project Understanding and Technical Approach** (10 pages maximum)

5.6.1 Provide a statement demonstrating an understanding of the services and support required by this RFP.

5.6.2 Describe how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services.

5.6.3 Description of Services: Provide a detailed description of the specific services to be provided for each stage of the Project, including whether County employees are needed to participate and if so the extent at which their participation is needed.

5.6.4 Describe the company's approach and capabilities in performing the tasks required to develop a comprehensive and accurate Facility Condition Assessment.

5.6.5 Describe how the company stays abreast of current technologies, innovative practices, and current market pricing structure.

5.6.6 Describe how the company will provide effective estimating for key areas such as security, HVAC, electrical and plumbing components.

5.7 **TAB E - Experience/Past Performance** (7 pages maximum, not including graphs or diagrams)

5.7.1 All respondents are expected to be qualified with specific and/or relevant experience in FACILITY CONDITION ASSESSMENT services as described in the scope section of this document. Respondent must have a minimum of ten (10) years' experience providing said services.

5.7.2 Indicate commitment and availability of staff and resources towards the Escambia County project.

5.7.3 Proposer must list and provide required information from all similar professional facility assessments within the past seven (7) years (maximum). Required information from each project listed includes total interior square footage, start and completion dates, a project reference contact. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may use experience as a subcontractor or partner to demonstrate experience. Indicate on all projects whether Proposer acted as a prime, subcontractor, or partner. See below for table format. (Noting page limit for this Tab, Proposer should include only relevant projects.)



Project Type and Location	Date	Total Interior Sq. Ft.	Total Dollar Amount Invoiced	Contact	Proposer's Function or Project Role
Project Type City, State	MM/YY To MM/YY	X,XXX,XXX	\$X,XXX,XXX	Name Entity Title Phone Number E-mail Address	Architect, Engineer, etc. Prime, Sub, or Partner

5.7.4 Proposer must separately list any work in which Proposer team failed to complete in the last seven (7) years and describe when, where, how, and why of such failure, including listing any officer or partner of Proposer team who in the last seven (7) years failed to complete a contract handled in his/her name and discuss the reasons. If none, Proposer must state so.

**5.8 TAB F – Subcontractor Plan (5 page maximum)**

The Proposer will provide a plan that includes, but is not limited, the following:

- 5.7.1 The respondent is to provide the names and addresses of all subcontractors that will be involved in this contract.
- 5.7.2 The subcontractors should be listed according to each section of this Project as described in the Scope section of this document.
- 5.7.3 Subcontractors that are local to the City of Pensacola, Florida should have their company name listed in “**BOLD TYPEFACE**”.
- 5.7.4 The total percent of work that will be subcontracted per stage of the project.
- 5.7.5 Proposer’s policies and procedures to ensure subcontractors and any sub-tier contractors retain adequate insurances and continued good standing with their insurance financial obligations.

**5.9 TAB G - Financial Statement**

5.9.1 Proposer must provide a statement certifying that Proposer is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the County. Proposer must submit a financial statement, preferably a certified audit, but a third party prepared financial statement is acceptable.

5.9.2 Proposer must submit Proposer’s latest Dunn & Bradstreet report (if available).

#### 5.10 **TAB H** – Project Cost Proposal

- 5.10.1 Respondents must submit a separate, hard copy and electronic file of Project Cost Proposal for the Project. This Cost Proposal should cover, at a minimum, 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 as a total for the entire project as outlined in the SCOPE OF SERVICES in Section 4 above.

#### Additional Items/Services Offered:

- 5.10.1 Any additional item(s) or services that the Proposer can provide at no additional cost to the County.

#### 5.11 **TAB I** - Insurance Requirements

- 5.11.1 The Proposer shall provide a letter from their insurance carrier indicating the ability to meet the insurance requirements set forth in this RFP.
- 5.11.2 The Proposer will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement.

### 6.0 Selection Criteria - Criteria for Evaluation

#### 6.1 **Mandatory requirements include:**

- 6.1.1 Compliance with RFP instructions.

- 6.2 The proposer will be selected based on their written proposal and any County requested presentations. The County will assemble a committee for the purpose of evaluations. The Selection Committee will review all proposals and make their recommendations for selection. The primary criteria used in selecting will be as follows:

#### 6.2.1 **Experience** and the ability to carry out the project

- In this section, committee members will evaluate and score the detailed description of respondents proven capacity to deliver prompt and complete service on time. This section shall include assurances of continued service and ability to comply with Federal, State, and local statutory and regulatory requirements.
- Provide the detailed information on a minimum of five (5) projects within the last ten (10) years including but not limited to total project cost, change order costs, budget compliance analysis, and project schedule compliance for public sector accounts.

#### 6.2.2 Personnel Qualifications

- This section shall provide the professional credentials and expertise of the firm(s) key personnel assigned to this project. The absence of such information may cause the response to be deemed non-responsive.

#### 6.2.3 Personnel Availability

- Draft Work Schedule or Project Management Plan demonstrating the time availability of personnel to provide described services for each stage of the project.

#### 6.2.4 Project Administration and Management

Effectiveness, adequacy, feasibility, and quality of the Services proposed considering:

- Compliance with Technical Specifications; efficiency and effectiveness of product(s) offered; technological approach to the project; and enhancement potential.
- Capacity and Capability to support and enhance project goals and operations.
- Additional Services available.
- Imaginative approaches to cost savings.
- Clarity of proposal.
- Other pertinent considerations in the Technical Specifications.

#### 6.2.5 Performance

- Evaluation of submitted examples of performance examples of proactively identifying and resolving construction issues to minimize change orders.

6.3 Procedure - Submitted proposals will be reviewed by the Selection Committee. Proposers who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.

### 7.0 Evaluation Criteria Scoring

Criteria Description	Points Available
<b>Experience:</b> Is the firm familiar with Owner Representative, CEI and CM services specific to Correctional Facilities. Firm shall submit detailed information on five (5) projects including cost of construction, to which the firm has provided Owner Representative, CEI and CM services. Project costs will be totaled and averaged. Points awarded based on Project averages up to \$50M-80M (10 points), \$81M-100M (20 points), over \$101M (30 points).	30

<b>Personnel Qualifications:</b> Firms' personnel qualifications to provide described services for the time specified in the scope. For this criteria section responders shall provide the professional credentials and expertise of the firm(s) key personnel that will be assigned to this project.	15
<b>Personnel Availability:</b> Firms' personnel availability to provide described services for the time specified in the scope. Firm shall submit a draft schedule to demonstrate availability for each stage of the Project. 100% available (15 points), 75% available (10 points), 50% available (5 points)	15
<b>Project Administration &amp; Management:</b> Effectiveness, adequacy, feasibility, and quality of services proposed considering compliance with specifications, approach towards Project, realization and achievement of goals, value enhancement and completeness of proposal.	25
<b>Performance:</b> Firms' ability to act proactively when identifying and resolving construction issues to minimize change orders. Firm may submit up to five examples of how they acted proactively to avoid changes in the contract. Each example will be worth 5 points.	15
<b>Total Points Available for Scoring</b>	<b>100</b>

7.1 At the conclusion of discussions, evaluation results will be submitted to the County Commissioners for consideration.

7.2 The Commissioners may request proposers participate in additional discussions / presentations regarding their proposals to decide on which proposer is offered a contract.

7.3 All pricing provisions contained in this contract, including any option to increase quantity or to extend performance period if such option is exercised, will remain fixed throughout the contract period.

7.4 The County may select a Proposer based on initial offers received, without discussions. Therefore, each initial proposal should contain the Proposer's best terms from a monetary and technical standpoint. The County reserves the right to enter negotiations with a Proposer. If the County and the Proposer cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with another Proposer. This process will continue until an agreement acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

## 8.0 Interview/Presentation

The County reserves the sole right, in the best interest of the County, upon review of proposals to:

8.1 Request and obtain additional information and/or clarification from proposers.

8.2 Request and schedule proposer(s) to meet and schedule at a designated time, date, and county location for an interview and/or presentation.

### **9.0 Method of Award**

9.1 The award will be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

9.2 The County reserves the right to award this contract not necessarily to the proposer with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful proposer will be chosen based on the qualifications and selection criteria discussed in the proposal.

9.3 The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.

9.4 The County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

## **10.0 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. General Insurance Provisions**

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other 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 Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

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 Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

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

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

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

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

## **B. Specific Insurance Requirements**

### **1) Workers Compensation Coverage**

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

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

### **2) General Liability Coverage**

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate 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.

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 leasehold and broad form property damage coverages. Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror 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.

### **3) Business Auto Liability Coverage**

Minimum limit of \$1,000,000 per accident or occurrence. Automobile 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 for any employee or subcontractor's non-ownership use of an auto.

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

### **4) Umbrella Liability Coverage (if utilized to achieve required policy limits)**

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. 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.

### **C. Insurance for Information Technology Consulting and Professional Services**

1) All contracts for Information Technology services should include the coverages listed in B. above, plus the following:

2) **Technology Professional Errors & Omissions** coverage which shall cover professional misconduct/wrongful acts or the lack of ordinary skill for the services defined in the scope of this contract.

The coverage limits should be at least \$1,000,000 per wrongful act/\$2,000,000 policy aggregate but for contracts that grant access to the County's servers or facilities containing servers & other computer hardware, limits of at least \$2,000,000 / \$4,000,000 should be considered.

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

### **D. Endorsements/Additional Insurance to Consider**

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

1) **Termination/Adverse Change Endorsement** - All of Offeror's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Offeror'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.

### **E. Indemnification (to be included in all submission documents)**

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, 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 performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror'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 Offeror agrees to pay on behalf of



Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

#### **F. Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. 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. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

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. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County  
Attention: Jeff Lovingood  
Office of Purchasing  
213 Palafox Place 2nd Floor  
Pensacola, FL 32502  
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.

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Board of County Commissioners • Escambia County, Florida

February 5, 2023

Jeffrey Lovingood, Purchasing Director  
Office of Purchasing

To: All Known Prospective Proposers

**ADDENDUM NUMBER 1:**

Re: PD 22-23.047 Pensacola Bay center Facility Condition Assessment

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 1 provides the following information:

1. Delete Paragraph 5.10 Tab H - Project Cost Proposal
2. In Criteria Description revise the Experience section to read:

“Is the firm familiar with Owner Representative, CEI and CM services specific to Public Arena Facilities. Firm shall submit detailed information on five (5) projects including cost of construction, to which the firm has provided Owner Representative, CEI and CM services.

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

Sincerely,

Buzz Roggenbuck  
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_



Board of County Commissioners • Escambia County, Florida

Jeffrey Lovingood, Purchasing Director  
Office of Purchasing

March 8, 2023

To: All Known Prospective Proposers

**ADDENDUM NUMBER 2:**

Re: PD 22-23.047 Pensacola Bay Center Facility Condition Assessment

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides the following information:

1. The Proposal Due Date is extended to March 15, 2023, 3:00 PM CT.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

*Buzz Roggenbuck*

Buzz Roggenbuck  
Sr. Purchasing Coordinator

Acknowledgement of Receipt of Addendum 2:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_



**EXHIBIT C - FINAL  
FACILITY CONDITION ASSESSMENT FOR THE PENSACOLA BAY CENTER**

**FEE SCHEDULE**

BASIC FEE

<u>Task 1:</u>	\$177,000
<u>Task 2:</u>	\$31,000
<b>Total Fee</b>	<b>\$208,000</b>

**Fee Detail:**

Firm	Scope	Number of representatives to be on site	Fee
<b>Task 1: Facilities Condition Assessment</b>			
VSG	Cap EX and Report Assembly	1	\$ 39,673
Smith Seckman Reid	Mechanical, Electrical, Plumbing, Fire Protection	3	\$ 29,472
Walter P Moore	Structure	2	\$ 13,602
Wrightson Johnson Haddon Williams	Technology	3	\$ 15,303
S2O Consultants	Food Service	2	\$ 18,136
MTD and Associates	Roofs	1	\$ 13,602
VDA	Vertical Transportation	1	\$ 4,137
Rider Levett Bucknall	Cost Consultant	0	\$ 5,668
Populous	Project Management, Architecture and Interiors	2	\$ 37,406
<b>Task 1: Total</b>			<b>\$ 177,000</b>
<b>Task 2: Design Recommendations</b>			
<b>Populous Staff</b>			
	<b>Hourly Rate</b>	<b>Hours</b>	<b>Cost</b>
Jim Swords, Senior Architect, PIC	\$425.00	8	\$ 3,400
Aaron Bruckerhoff, Project Designer	\$350.00	40	\$ 14,000
James Milligan, Project Architect	\$340.00	40	\$ 13,600
<b>Task 1: Total</b>			<b>\$ 31,000</b>
<b>TOTAL FOR TASK 1 AND TASK 2</b>			<b>\$ 208,000</b>