

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners

Special Meeting – July 1, 2019 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

2. Was the Meeting Properly Advertised?
3. Invocation/Introduction - Janice Gilley, County Administrator.
4. Are there any items to be added to the agenda?

Recommendation: That the Board adopt the Agenda as prepared (**or duly amended**).

5. Recommendation Concerning Ranking of Firms for OLF-8 Master Plan - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rank the following three firms as the first, second, and third most qualified based upon the selection criteria (provided below) included in PD 17-18.105, OLF-8 Master Plan:

1. Associated Space Design, Inc., dba ASD|SKY;
2. Atkins North America, Inc.; and
3. DPZ CoDESIGN, LLC; and

B. Authorize the Selection/Negotiation Committee to negotiate an Agreement and fee proposal with the number one ranked firm.

Selection Criteria:

1. Strategy for addressing Plan Objectives - 15 Points;
2. Approach for conducting the Existing Conditions Analysis and Technical Analysis - 15 Points;
3. Approach for conducting Economic Impact Analysis - 20 Points;
4. Demonstration of innovative methods for soliciting, assessing and using community input, comments and suggestions during project development and for working with diverse stakeholders to achieve plan objective - 20 Points;
5. Demonstration of successfully implementing other similar master plan - 15 Points; and
6. Strategy for implementing the OLF-8 Master Plan - 15 Points.

6. Adjourn.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Special BCC Meeting**

5.

**Meeting Date:** 07/01/2019

**Issue:** Ranking of Firms for OLF-8 Master Plan

**From:** PAUL NOBLES, Purchasing Manager

**Organization:** Asst County Administrator

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Ranking of Firms for OLF-8 Master Plan - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Rank the following three firms as the first, second, and third most qualified based upon the selection criteria (provided below) included in PD 17-18.105, OLF-8 Master Plan:

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3. Approach for conducting Economic Impact Analysis - 20 Points;
4. Demonstration of innovative methods for soliciting, assessing and using community input, comments and suggestions during project development and for working with diverse stakeholders to achieve plan objective - 20 Points;
5. Demonstration of successfully implementing other similar master plan - 15 Points; and
6. Strategy for implementing the OLF-8 Master Plan - 15 Points.

**BACKGROUND:**

The Request for Letters of Interest was advertised in the Pensacola News Journal on March 11, 2019, and noticed to 289 firms. On April 11, 2019, eight firms submitted letters of interest.

In accordance with the Memorandum of Understanding between Escambia County, Florida, and Navy Federal Credit Union, the Selection/Negotiation Committee evaluated the submittals, and on April 22, 2019, the Committee met to confer and rank the three most qualified firms in preferential order based on each firm's qualifications and ability to perform the required services. The committee ranked the following three firms as the first, second, and third most qualified based upon the selection criteria:

1. DPZ CoDESIGN, LLC;
2. Associated Space Design, Inc., dba ASD|SKY; and
3. Atkins North America, Inc.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts, Florida Statute 287.055, Competitive Consultants Negotiation Act and Memorandum of Understanding between Escambia County, Florida, and Navy Federal Credit Union, approved April 4, 2019.

**IMPLEMENTATION/COORDINATION:**

The Selection/Negotiation Committee will negotiate an Agreement and Fee Proposal with the number one ranked firm. This Agreement and Fee Proposal will be brought to the Board for final approval.

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**Attachments**

Original Solicitation

Notice of Short-Listing Results

Notice of Discussion Ranking Committee Meeting

Short-Listing Scores

MOU between Escambia County and Navy Federal Credit Union

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**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR LETTERS OF INTEREST**

**OLF-8 Master Plan  
Solicitation Identification Number PD 17-18.105**

**Letters of Interest Will Be Received Until:  
11:59 p.m. CDT, April 11, 2019**

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

**Attention:** Paul R. Nobles, CPPO, CPPB, Purchasing Manager

**Board of County Commissioners**

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

From:  
Paul R. Nobles  
Purchasing Manager

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

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**Assistance:**

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM  
Purchasing Manager  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> Floor, Room 11.101  
Pensacola, FL 32502  
T: 850.595.4918

**NOTICE**

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

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

Escambia County Florida  
Request for Letters of Interest  
Proposer's Checklist  
**OLF-8 Master Plan**  
**Solicitation Identification Number PD 17-18.105**

**How to Submit Your Proposal**

Please review this document carefully. Offers that are accepted by the County are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: <http://www.myescambia.com/our-services/purchasing/professional-services-submittals>

GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)

- Part II (**update if already submitted**)
- Part I

**The remaining forms are PDF's to be uploaded**

- Letter of Interest
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

**Note:** While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

**The Following Submittals Are Required Upon Notice of Award:**

- Certificate of Insurance

**How to Submit a No Proposal**

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

*This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.*

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## I. INFORMATION PACKAGE

### OLF-8 Master Plan Solicitation Identification Number PD 17-18.105

#### Scope of Work

##### 1. PURPOSE

Escambia County is seeking a qualified firm to create a master plan for about 540 acres 640-acre parcel called Outlying Landing Field 8 (OLF8) in the Pensacola suburb of Beulah. Expertise in Florida land use planning, Geographic Information Systems, economic analysis, planning for commercial as well as housing development and public participation is required. The master planner will determine and balance the highest and best economic use for the property with uses that enhance the quality of life for those who live or work in Beulah, while maximizing the creation of jobs with wages higher than the Escambia County median income. All uses compatible with the surrounding community are to be considered including the potential for public uses (School, Post Office, Fire Station).

The master plan should: establish a vision for OLF 8; provide ample opportunities for stakeholder engagement; analyze the commercial and residential markets and identify needs and opportunities; complete a site-specific development opportunity analysis; recommend and prioritize strategies and projects for place-making and public spaces; provide initial wayfinding signage recommendations; recommend strategies for addressing parking needs; and provide a plan for implementing recommendations.

##### 2. GENERAL INFORMATION

Location - OLF8 is an approximately about 540 acres 640-acre parcel in the Beulah community of Escambia County, Fla., 15 miles northwest of downtown Pensacola. Approximately 425 acres are cleared uplands and the rest is wetlands, forest and lowlands. OLF8 fronts Nine Mile Road (Alt-Highway 90) to the South and Frank Reeder Road to the North. It is the County's intent to place delineated wetlands on the eastern side of the property into conservation.

Parcel ownership – The site was previously owned by U.S. Department of the Navy Escambia County and the U.S. Department of the Navy have executed a Land Exchange Agreement (LEA) to transfer title to the property to Escambia County. The title to the property was transferred from the Navy to the County in January 2019.

Negotiations with Navy Federal Credit Union (NFCU)- Escambia County has entered negotiations to sell up to 100 acres of the OLF8 property to NFCU so that NFCU may expand its existing campus. The portion of the OLF8 property purchased by NFCU will not be included within the scope of the master plan. NFCU has presented a concept design that includes private recreational facilities and additional parking to support their existing operations. NFCU is willing to allow these private recreational facilities to be accessible to the public, subject to NFCU's reasonable conditions and limitations.

Mid-West Sector Plan – North of Interstate 10, west of Highway 29 and south of Highway 196, there is a 15,000-acre Sector Plan with a large swath of land set aside for commerce



just north of OLF8 in Cantonment. The “Regional Employment” area on the sector plan map is between I-10 and Muscogee Road. Additional information on the Sector Plan can be found at <https://myescambia.com/our-services/development-services/planning-zoning/optional-sector-plan>.

Changing Conditions in Beulah - Escambia County pursued the acquisition of OLF8 in 2013 with the intent to enhance economic development opportunities for the region. Since that process was initiated, conditions near OLF8 have changed. Navy Federal Credit Union’s growth along with 7,000 residences being built, approved or under development since 2010 has degraded the capacity of Nine Mile Road. FDOT is currently improving 9-Mile Road to make this a four-lane roadway, and this project is expected to be completed in 2019. Brantley & Associates completed a property appraisal of OLF8 in 2016 that estimated the population within five miles of OLF8 will grow to 32,993 by 2020, with a median household income of \$63,471. The median home value within a five-mile radius of OLF8 was projected to be \$209,814 by 2021.

Beulah Community Assets and Goals - Beulah has natural assets like the Perdido River, an Outstanding Florida Waterway, with a new park and boat ramp, and the Perdido River Wildlife Management Area with hiking trails, a small park and canoe launch. From Nine Mile Road across OLF8, there are views of sunsets over the open field, undulating sweeps of trees on the eastern and western edges and wetlands along the road. There are horses, donkeys, goats, chickens and remnants of agriculture like pecan orchards and home gardens. On Nine Mile Road, a new middle school opened this fall. Other assets include a Dollar General, two gas stations, a veterinarian, a small used car lot, a garden center and a recreational vehicle park. On Mobile Highway, there is a small community park with a playground and a dog park, a large equestrian center with a covered show ring and stables, and a small, older senior center is nearby.

Community goals and topics under discussion include alleviating traffic, greater street connectivity, a second elementary school, a local high school or smaller magnet high school, replacing the dilapidated fire station with no shower, a police substation, a library, a post office, a community center, a multipurpose government building that combines many uses, an outdoor concert venue, walking trails and sidewalks and a medical clinic.

Transportation – As previously mentioned, Nine Mile Road is widening from two lanes to four lanes and efforts are underway to eventually add a new Beulah interchange on Interstate 10. Widening Beulah Road is also planned, as well as a likely traffic light at the intersection of Frank Reeder Road and Beulah Road in the future. The Florida Department of Transportation is also studying ways to improve traffic flow along Nine Mile Road from Foxtail Loop to I-10 Exit 5 section of roadway in front of Navy Federal Credit Union, Nature Trail residential neighborhood and multiple commercial developments that are under permitting and construction. Throughout the area, subdivisions with hundreds of homes have been approved or built that are exacerbating traffic congestion - with one or two exits dumping cars onto Frank Reeder Road, Beulah Road, Nine Mile Road and Mobile Highway. Within walking distance of NFCU’s campus on Nine Mile Road, there are currently more than 2,000 apartments, condominiums, and single-family residences approved or currently under construction.

### **3. GRANT REQUIREMENTS**

The 2010 Deepwater Horizon oil spill led to passage of the RESTORE Act in 2012. The Act dedicates 80 percent of all Clean Water Act penalties related to the spill to the Gulf Coast Restoration Trust Fund. The Escambia County Board of County Commissioners selected the OLF8 Master Plan as one of ten initial projects to fund with Escambia County's RESTORE Direct Component (Pot 1) allocation.

The OLF8 Master Plan shall be consistent with Escambia County's RESTORE Direct Component Multi-Year Implementation Plan (MYIP) and Treasury Grant Application (awaiting approval). The plan shall not prejudice the RESTORE Act and all applicable rules and laws. For more information on Escambia County's Direct Component projects please visit <https://myescambia.com/our-services/natural-resources-management/restore/multi-year-implementation-plan>.

Valuable public comments were provided as part of the application process and the net result was that the MYIP states on page 74 that although the initial concept for developing OLF 8 was a traditional commerce park, all options are available.

Regarding the Triumph Gulf Coast grant, the planner shall fully consider the BCC's pre-application to Triumph Gulf Coast whereby the county may win a significant monetary award approaching \$30 Million dollars if the goal of creating a minimum of 1,000 good-paying jobs is achieved utilizing this property. (Escambia's pre-application can be accessed here <https://www.myfloridatriumph.com/proposal-details/404/>)

### **4. SCOPE OF SERVICES**

The Master Plan will balance the highest and best economic use of the OLF8 property with the needs of the County, region, and the Beulah community in creating a plan for a sustainable and resilient development with a plan for implementation. The master plan will be based on an Existing Conditions Analysis, Technical Analysis, and on Stakeholder Engagement and Community Participation. The Existing Conditions Analysis will analyze historic and current site attributes, the character of the community and the site's connectivity and compatibility with the surrounding community. The Technical Analysis will weigh the listed considerations in determining the arrangement, use, and form of the site. Specifically, the Economic Impact Analysis will analyze supportable industries based on market demand and economic sustainability, and the Natural Assets Analysis will look at existing natural amenities that can be preserved and integrated into the design. Stakeholder Engagement and Community Participation will be key to the Master Plan; Interactive public stakeholder meetings will be held throughout the master planning process.

All data and mapping for the site and surrounding area shall be delivered in a Geographic Information System (GIS) compatible format such as a shapefile or a file geodatabase format in an ARCMAP 10.1 or higher version. Escambia County will provide base data to firms interested in submitting a proposal. It is expected that the submittals for this project provide maps and data in said format, which will demonstrate that the interested firm or firms has the GIS capabilities to deliver the desired data.

## **Master Plan Tasks**

The Master Plan will include at least the following tasks:

### **1. Existing Conditions Analysis**

- a. Project Site & Context
- b. History, Culture and Character of the Beulah community
- c. Regional Context/Impacts (Development of Regional Impact)
- d. Site Conditions and proposed offsite projects in the subject area
- e. Constraints & Opportunities

### **2. Technical Analysis**

- a. Environmental Analysis
- b. Land Use – preserving natural assets like wetlands and forests, recreational open space, walking/hiking trails, landscaping with trees and native vegetation
- c. Economic Impact Analysis – quantitative and qualitative information including economic trends, need for economic incentives, employment forecasting and uses; property and retail tax analysis using 3-D fiscal analysis; compatibility with the Mid-West Sector Plan
- d. Beulah Community Needs – for public facilities, retail, housing, professional services and others as identified; housing densities, zones and codes
- e. Infrastructure Analysis
- f. Transportation Analysis – Review of all existing roads and streets along with their level of service; review current transportation plans and maps; review capital improvements that are associated with the project area; review all existing transportation studies and models and analyze parking needs; circulation within OLF8 and pedestrian accessibility; compatibility with the Mid-West Sector Plan
- g. Architectural Standards and Design Considerations Plan

### **3. Stakeholder Engagement & Community Participation**

The firm must develop a Stakeholder Engagement and Community Participation Plan that actively and fully engages the citizens and stakeholders in the preparation of the master plan. They are also to be included as the Land Development Code regulations and architectural standards in support of the master plan are created and implemented. It is expected that the firm will utilize a charrette process and/or any other similar smart planning citizen engagement process. It is essential that all residents, stakeholders, government, and non-governmental entities, including the Northwest District One Advisory Committee, have adequate opportunity to comment on the Plan and that those comments be well documented. It is equally important that due consideration be given to those comments.

### **4. Master Plan and Implementation Plan**

The firm should utilize information obtained from Tasks 1 through 3 for the preparation of the Master Plan. The Master Plan should determine the highest and best economic use of the OLF8 property as well as the best uses that are in the public interest of stakeholders like regional, County, and nearby Beulah residents and those who work there, while maximizing economic impact through job creation.

The firm should strive to balance the desires of the stakeholders with the results of the Economic Impact Analysis. The firm should prepare an actionable Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area.

**Deliverables** - Key deliverables include, but are not limited to (electronic and hard copies):

- Project Schedule
- Existing Conditions Analysis Report
- Technical Analysis Report
- Economic Impact Report
- GIS Data and analysis results which will allow county staff to continue future analyses and maintenance for tracking and maintaining the OLF8 facility as it evolves
- Stakeholder Engagement & Community Participation Plan
- Draft Master Plan & Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area. These recommended standards shall be in a format consistent for inclusion in the Land Development Code.
- Final Master Plan & Implementation Plan, including supplemental architectural and developmental standards for the Master Plan area. These recommended standards shall be in a format consistent for inclusion in the Land Development Code.

## **5. PROJECT APPROACH**

Firm should demonstrate with RFP submittal a conceptual approach for developing the OLF8 Master Plan. The conceptual approach should consider the following factors:

1. Strategy for addressing Plan Objectives.
2. Approach to conducting the Existing Conditions Analysis and Technical Analysis.
3. Approach to conducting the Economic Impact Analysis.
4. Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.
5. Demonstration of successfully implementing other similar master plans.
6. Strategy for implementing the OLF8 Master Plan.

### **Funding Availability:**

Funding is available in Fund 118, Gulf Coast Restoration Fund

### **Project Timeline:**

Project should be substantially completed by January 2020.

**Anticipated Disciplines (Function Codes SF 330):**

<b><u>Primary Disciplines</u></b>	<b><u>GSA Code</u></b>	<b><u>Description</u></b>
	12	Civil Engineer
	20	Economist
	47	Planner: Urban/Regional
<b><u>Secondary Disciplines</u></b>	06	Architect
	18	Cost Engineer/Estimator
	23	Environmental Engineer
	29	Geographic Information System Specialist
	38	Land Surveyor
	39	Landscape Architect
	48	Project Manager
	60	Transportation Engineer

<b><u>Primary Experience</u></b>	<b><u>GSA Code</u></b>	<b><u>Description</u></b>
	P05	Planning (Community, Regional, Areawide, and State)
	P06	Planning (Site, Installation, and Project)
<b><u>Secondary Experience</u></b>	C08	Codes; Standards; Ordinances
	C10	Commercial Building; Shopping Centers
	C18	Cost Estimating; Cost Engineering and Analysis
	E09	Environmental Impact Studies, Assessments
	E11	Environmental Planning
	G04	Geographic Information System Services
	H07	Highways; Streets
	L02	Land Surveying
	L03	Landscape Architecture
	O01	Office Buildings; Industrial Parks
	P100	Deliverables for Government Facilities <a href="https://www.gsa.gov/cdnstatic/GSA_GIS_Standards.pdf">https://www.gsa.gov/cdnstatic/GSA_GIS_Standards.pdf</a>
	R04	Recreational Facilities
	S11	Sustainable Design
	S13	Stormwater Handling & Facilities
	Z01	Zoning; Land Use Studies

**II. INSTRUCTIONS TO SUBMITTERS**

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

**A. Government Forms Software: <http://submittals.myescambia.com/>**

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

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

**B. CONDUCT OF PARTICIPANTS**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

## **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## **C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT**

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

## **D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE**

### III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

**County Staff - Shortlisting Committee Criteria**

	<b>Points</b>
<p><b><u>Project Approach:</u></b> Firm should demonstrate a clear understanding of the project goals and objectives. Firm should address with their submission a thorough response to the items requested in Section 5, Project Approach.</p>	<b>10</b>
<p><b><u>Regional and Site Context:</u></b> Firm should demonstrate a clear understanding of the regional and site context and significance of the project on the surrounding community.</p>	<b>10</b>
<p><b><u>Past Record and Performance of the Team:</u></b> Firm should document past record and performance of the project team. Firm should document successfully implemented similar scale master plans including economic analysis. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal.</p>	<b>8</b>
<p><b><u>Experience and Technical Expertise of the Team:</u></b> Firm should document background experience of the project team. Team experience should specifically address master planning and economic analysis and any other experience the firm identifies as relevant to the project. Experience of the firm shall be considered with respect to the project specific GSA codes identified above. Firm should document technical expertise of the team. Firm should address the following 5 Subtasks found in Section 4.2:</p> <ul style="list-style-type: none"> <li>a) Environmental Analysis (3 points)</li> <li>b) Transportation Analysis (3 points)</li> <li>c) Infrastructure Analysis (3 points)</li> <li>d) Economic Impact Analysis (5 points)</li> <li>e) Master Plan Considerations (5 points)</li> </ul>	<b>19</b>



<b>Ability to Meet Project Schedule and Be Readily Accessible:</b> Project schedule is determined by terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays. Firm should demonstrate how their team will be readily accessible to the County.	<b>3</b>
<b>Total Points</b>	<b>50</b>

**Board of County Commissioners - Selection Committee Criteria**

	<b>Points</b>
Strategy for addressing Plan Objectives.	<b>15</b>
Approach to conducting the Existing Conditions Analysis and Technical Analysis.	<b>15</b>
Approach to conducting the Economic Impact Analysis.	<b>20</b>
Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.	<b>20</b>
Demonstration of successfully implementing other similar master plans.	<b>15</b>
Strategy for implementing the OLF8 Master Plan.	<b>15</b>
<b>Total Points</b>	<b>100</b>

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

**IV. SCHEDULE**

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

Mailing date of proposals	<b>March 11, 2019</b>
Letters of Interest due date	<b>11:59 p.m. CST, April 11, 2019</b>
Short-Listing Meeting	<b>April 22, 2019</b>
Discussions, Ranking Meeting	<b>TBD</b>

Written Scope due to Committee for Review	TBD
Fee Proposal due to Committee for Review	TBD
1 <sup>st</sup> Negotiations with First Ranked Firms	TBD
2 <sup>nd</sup> Negotiations with First Ranked Firms	TBD
Board of County Commissioners approval	TBD

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

Public Records of this solicitation will not be available until **May 13, 2019**.

#### V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County’s web site at <http://submittals.myescambia.com/>

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

##### 1. Update Standard Form (SF) 330 – Part II (GFS format)

For those firms that have already provided an SF 330 Part II update as required

**Note:** The wording on the form can’t be changed, but include information as though the listing reads as follows:

11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF FIRM~~ FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners

11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners  
Work

## 2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, maximum 75 pages, includes:

- Standard Form (SF) 330 - Part I, Section A-C  
Page Limit: Typically just 1 page in length
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E  
Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F  
Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G  
Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H

## 3. Letter of Interest (PDF format)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total response to the Letter of Interest length shall not exceed 50 pages).

**Requirements** for this section (to be included in Letter of Interest):

- Proposers shall list all currently active contracts or task orders with Escambia County, Florida and the following relative information
  - Contract or Task Order name
  - Current status
  - Costs
    - Original cost, to include any change orders
    - Remaining balance
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
- Proposers shall include any additional information to represent your firm for consideration.

## **Documents**

### **The following forms are PDF's to be uploaded**

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

**Note:** While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

**No additional information is to be included in the Letter of Interest.**

**Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.**

## Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

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

CONTRACTOR:

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

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

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

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

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN  
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

\_\_\_\_\_  
Signature/Authorized Certifying

\_\_\_\_\_  
Official Typed Name and Title

\_\_\_\_\_  
Applicant/Organization

\_\_\_\_\_  
Date Signed

**TRUTH IN NEGOTIATION CERTIFICATION**

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

\_\_\_\_\_  
Name of Consultant

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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



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

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Drug-Free Workplace Form**

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

Name of Business

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

**Check one:**

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

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

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

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

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

(Please Circle One)

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

**If not a Florida Corporation,**

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

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

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

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

**Authorized to transact business  
in Florida:**

Yes    or    No

State of Florida Department of State Certificate of Authority Document  
No.: \_\_\_\_\_

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

**Names of Officers:**

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

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

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

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

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

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

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

(Please continue and complete page 2)

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

**Contact person for Company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

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

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

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

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

END

---

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**ANTI-LOBBYING CERTIFICATION**  
**(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

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

## DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?

YES  NO

If *no*, then please complete section 4 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

---

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised June 2016)**



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SAMPLE

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ th day of \_\_\_\_, 201\_, 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, \_\_\_\_\_ a \_\_\_\_\_ for-profit corporation authorized to transact business in the State of Florida, whose address is \_\_, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the “Consultant”).

### **ARTICLE I DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** \_\_\_\_\_ is the Consultant selected to perform \_\_\_\_\_ professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term “Contract Administrator” is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional \_\_\_\_\_ services \_\_\_\_\_ for \_\_\_\_\_.

## **ARTICLE 2 PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 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 3 SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, \_\_\_\_\_, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

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

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

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

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in

(b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$ \_\_\_\_\_.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

## **ARTICLE 4**

### **TIME FOR PERFORMANCE**

4.1 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. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 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.

4.3 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 5**

### **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** 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 described Section 5.3, is to be paid as follows: A lump sum amount of \_\_\_\_\_ (\$). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** 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, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Invoices to the County shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Pensacola, Florida \_\_\_\_

Notices to the County shall be sent to:

County Administrator  
P.O. Box 1591  
Pensacola, Florida 32591-1591

## **ARTICLE 6**

### **ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

## **ARTICLE 7**      **COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

## **ARTICLE 8**      **CONSULTANT'S RESPONSIBILITIES**

### 8.1 QUALITY OF SERVICES:

(a) 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.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,

more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) 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.

(d) 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.

## 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to appropriate State or Federal permitting agency.

## ARTICLE 9      GENERAL PROVISIONS

### 9.1 OWNERSHIP OF DOCUMENTS:

(a) 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 also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.



9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

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

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If 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.

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

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) 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. The 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. The 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 and its surety, if any, 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 (excluding monies owed the Consultant for subcontractor work).

**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**

9.4 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.

9.5 Compliance with Laws: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

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

9.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

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 one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, a any other indemnification of County by Consultant provided for wit in the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees 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 limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. 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.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, 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.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32591-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: 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.

9.13 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.

9.14 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 the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 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 for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 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.

9.19 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.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) 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 of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. 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>.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding e design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 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.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and \_\_\_\_\_, signing by and through its President, duly authorized to execute same.

COUNTY:

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

WITNESS

:

\_\_\_\_\_

\_\_\_\_\_  
Witness County Administrator

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

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

Witness  
s

CONSULTANT:

\_\_\_\_\_, a \_\_\_\_\_ Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: \_\_\_\_\_

(Name), (Title)

By: \_\_\_\_\_ Date: \_\_\_\_\_ Secretary

Exhibit A

Scope of Work

**SAMPLE**



Exhibit B

Schedule

**SAMPLE**

Exhibit C

Fee Schedule

**SAMPLE**



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

## **NOTICE TO FIRMS**

### **RESULTS OF THE SELECTION COMMITTEE MEETING**

**DESCRIPTION:** (RLI) OLF-8 Master Plan  
PD 17-18.105

**DATE/TIME HELD:** April 22, 2019 at 1:30 p.m. CST

**RESULTS:** **The Committee Short-Listed as follows:**

Associated Space Design, Inc., dba ASD|SKY  
Atkins North America, Inc. (Pensacola Office)  
DPZ CoDESIGN, LLC

**CONTACT:** Paul R. Nobles  
Purchasing Manager / (850) 595-4918  
[prnobles@myescambia.com](mailto:prnobles@myescambia.com)

Noticed via email 04/23/2019

213 South Palafox Place, 2<sup>nd</sup> Floor • Pensacola, Florida 32502  
P.O. Box 1591 • Pensacola, Florida 32591-1591  
850.595.4980 • [www.myescambia.com](http://www.myescambia.com)

The logo for "my escambia" features the word "my" in a green, lowercase, sans-serif font, followed by "escambia" in a blue, lowercase, sans-serif font. Below the text is a stylized blue wave graphic.



Paul R. Nobles/Purchasing Manager  
Office of Purchasing

**NOTICE TO FIRMS**

**SELECTION COMMITTEE MEETING**

**DESCRIPTION:** (RLI) PD 17-18.105 OLF8 Master Plan

**DATE/TIME:** July 1, 2019 beginning at 9:00 a.m., CDT

**PURPOSE:** Firm Discussions with Committee (listed below):

This meeting is for discussions with the committee only, no time is provided for presentations by the firms. 30 minutes for response to questions below, followed by 15 minutes of questions & answers by the committee. If you provide handouts, please submit an electronic copy to [prnobles@myescambia.com](mailto:prnobles@myescambia.com)

**PLEASE BE PREPARED TO ANSWER THE FOLLOWING QUESTIONS**

Selection Criteria	Point Value
1. Strategy for addressing Plan Objectives.	15
2. Approach to conducting the Existing Conditions Analysis and Technical Analysis.	15
3. Approach to conducting the Economic Impact Analysis.	20
4. Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.	20
5. Demonstration of successfully implementing other similar master plans.	15
6. Strategy for implementing the OLF8 Master Plan.	15
Sub-Total	100

**SCHEDULE:**

DPZ CoDESIGN, LLC	9:00 – 9:45 a.m.
Break	9:45 – 10:00 a.m.
Associated Space Design, Inc., dba ASD SKY	10:00 – 10:45 a.m.
Break	10:45 – 11:00 a.m.
Atkins North America, Inc.	11:00 – 11:45 a.m.
Ranking	11:45 - till



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**PLACE:**        **Board Chambers**  
                  **Ernie Lee Magaha Government Building**  
                  **221 Palafox Place**  
                  **Pensacola, FL 32502**

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**CONTACT:**    Paul R. Nobles, CPPO, CPPB  
                  Purchasing Manager  
                  [prnobles@myescambia.com](mailto:prnobles@myescambia.com)

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**



Jeff Bergosh  
District One  
Douglas B. Underhill  
District Two  
Lumon May  
District Three  
Robert D. Bender  
District Four  
Steven Barry  
District Five

221 Palafox Place, Suite 400  
P. O. Box 1591  
Pensacola, Florida 32591-1591  
Telephone (850) 595-4902  
Telefax (850) 595-4908

**MEMORANDUM**

**TO:** Board of County Commissioners  
Other Elected Officials  
County Administrator  
County Attorney  
Management Team  
News Media

**FROM:** Commissioner Lumon J. May, Chairman *LM*  
Board of County Commissioners

**DATE:** May 9, 2019

**RE:** Scheduling a Special Board of County Commissioners' Meeting on July 1, 2019

A Special Board of County Commissioners' (BCC) Meeting has been scheduled for Monday, July 1, 2019, at 9:00 a.m. The purpose of the Special Meeting is to hold discussion followed by ranking of the three short-listed firms for the OLF-8 Master Plan.

The meeting will be held in the board chambers of the Ernie Lee Magaha Government Building, 221 Palafox Place.

Please mark your calendar accordingly and provide this information to all applicable personnel.

LM:sj

c: Liz Carew, Clerk to the Board  
Lt. Mindy Von Ansbach-Young, Court Security  
Deana Stallworth, Interim Assist. to the C.A.  
Karen Myers, Administrative Supervisor  
Donald Knight, Custodial Superintendent  
Matthew Seaman, Dynamic Security, Inc.  
Henrique Dias, Sheriff's Office  
Robert Dye, Interim Facilities Mgt. Dept. Director  
Scott MacDonald, Interim IT Department Director

Sam Jernigan, Program Coordinator  
Stephen Dillard, Maintenance Technician  
(Governmental Complex)  
Rodney Witherspoon, WUWF-TV  
Rick Stacey, Cox Communications  
Paolo Ghio, SRIA



# Final Results

**PD 17-18.105**      DPZ  
 OLF-8 Master Plan      CoDESIGN, LLC      Wallace Roberts and Todd, LLC (WRT)      Torti Gallas and Partners, Inc.      CALLISONRTKL INC. -- WASHINGTON, DC      Associated Space Design, Inc., dba ASD|SKY      TSW      Atkins North America, Inc. (Pensacola Office)      EDSA, INC.

Individual Committee Member Scores

Kim Aderholdt	48	30	46	26	37	32	33	45
John Porter	41	31	28	26	43	37	39	34
Virna L Reynoso	48	33	44	31	36	35	40	34
Brian Wyer	44	41	35	34	30	33	31	32
Scott Luth	34	43	32	29	45	41	33	47
Horace Jones	48	39	41	42	40	38	44	35
David V Forte	41	42	40	39	46	43	45	44
<b>Total</b>	<b>304</b>	<b>259</b>	<b>266</b>	<b>227</b>	<b>277</b>	<b>259</b>	<b>265</b>	<b>271</b>

Individual Committee Member Ranking Based on Score

Kim Aderholdt	1	7	2	8	4	6	5	3
John Porter	2	6	7	8	1	4	3	5
Virna L Reynoso	1	7	2	8	4	5	3	6
Brian Wyer	1	2	3	4	8	5	7	6
Scott Luth	5	3	7	8	2	4	6	1
Horace Jones	1	6	4	3	5	7	2	8
David V Forte	6	5	7	8	1	4	2	3
<b>Total</b>	<b>17</b>	<b>36</b>	<b>32</b>	<b>47</b>	<b>25</b>	<b>35</b>	<b>28</b>	<b>32</b>

<b>Ranking</b>	<b>1</b>	<b>7</b>	<b>4</b>	<b>8</b>	<b>2</b>	<b>6</b>	<b>3</b>	<b>4</b>
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Final Ranking

- 1** DPZ CoDESIGN, LLC
- 2** Associated Space Design, Inc., dba ASD|SKY
- 3** Atkins North America, Inc. (Pensacola Office)
- 4** EDSA, INC.
- 5** Torti Gallas and Partners, Inc.
- 6** TSW
- 7** Wallace Roberts and Todd, LLC (WRT)
- 8** CALLISONRTKL INC. -- WASHINGTON, DC



**THE FOLLOWING WAS NOT PROVIDED FOR FILING WITH THE BOARD'S  
MINUTES:**

**SIGNED MOU WITH NFCU**



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

### County Administrator's Report

#### BCC Regular Meeting

**Meeting Date:** 04/04/2019  
**Issue:** Memorandum of Understanding with Navy Federal Credit Union for Reimbursing the Costs of the OLF8 Master Plan  
**From:** Amy Lovoy, Assistant County Administrator  
**Organization:** County Administration  
**CAO Approval:** *AS 4/1/19*

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#### RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding with the Navy Federal Credit Union for the Reimbursement of the Costs of the OLF8 Master Plan - Amy Lovoy, Interim County Administrator

That the Board approve the Memorandum of Understanding (MOU) with Navy Federal Credit Union (NFCU) for the reimbursement of the costs of the OLF8 Master Plan.

#### BACKGROUND:

NFCU has offered to reimburse the County 100% of the costs of the creation of the OLF8 Master Plan up to a maximum of \$2,000,000. Per Board direction the OLF8 Master Plan selection process will have two levels: a first review where a selection committee will read the respondents proposals, hear the firm's presentations, score and rank the responses; then a second review where the Board of County Commissioners will hear the respondents proposals, view the rankings from the first selection committee then rank the #1 ranked firm for award. This agreement will allow NFCU to have 4 members of a 7 member, first-level selection committee.

NFCU will reimburse up to a maximum of \$2,000,000 along the following payment schedule.

- The County may invoice monthly up to 50% of the Master Plan contract or \$1,000,000 based on the following deliverables:
  - Firm and County sign contract
  - Firm conducts public presentations and charettes
  - Firm submits full draft of the master plan
- The remaining costs of the master plan not to exceed \$2,000,000 upon Board adoption of the Master Plan.

This Agreement also allows joint funding of a project manager through the master planning process.

#### BUDGETARY IMPACT:

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“**Memorandum**”) is made by and between ESCAMBIA COUNTY (“**County**”), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners (“**BOCC**”), and NAVY FEDERAL CREDIT UNION (“**Navy Federal**”), a federally chartered credit union, (County and Navy Federal at times referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

**WITNESSETH:**

WHEREAS, on January 29, 2019, County acquired an approximately 640-acre parcel (commonly referred to as “**Outlying Landing Field 8**” or “**OLF8**”) located in the Pensacola suburb of Beulah, pursuant to a Land Exchange Agreement with the United States Department of the Navy; and

WHEREAS, County has determined that it is in the best interest of the public for a master plan to be developed for the OLF8 property (“**Master Plan**”) in order to determine and balance the highest and best economic use for the OLF8 property with uses that enhance the quality of life for those who live or work in Beulah, while maximizing the creation of jobs with wages higher than the Escambia County median income; and

WHEREAS, Navy Federal has experience in the planning of similar properties, including Navy Federal’s 302-acre Heritage Oaks campus, which is located adjacent to the OLF8 property; and

WHEREAS, once Navy Federal’s current campus expansion is completed, the campus will accommodate over 10,000 jobs, and Navy Federal will have made a capital investment of more than \$1.2 billion dollars; and

WHEREAS, County has determined that the selection of a firm (“**Firm**”) to develop the Master Plan is governed by the procedures and requirements outlined in the Consultant’s Competitive Negotiation Act (“**CCNA**”), codified as §287.055, Florida Statutes, and the Escambia County Purchasing Ordinance (“**County Ordinance**”), codified in Volume 1, Chapter 46, Article II, Division 1 of the Escambia County Code of Ordinances; and

WHEREAS, the Parties wish to identify areas that Navy Federal may cooperate and assist County.

NOW, THEREFORE, in consideration of the foregoing, the Parties set forth the following agreements and understandings:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated into this Memorandum.

2. **Solicitation.** In accordance with the requirements of the CCNA and the County Ordinance, County will issue a solicitation (“**Solicitation**”) to retain a Firm to develop the OLF8

Master Plan. The Parties acknowledge that public input has been incorporated into the creation of the County's Solicitation and that Navy Federal has had an opportunity to review the County's proposed Solicitation.

3. **Selection Committee.** In accordance with the CCNA and the County Ordinance, County will appoint a selection committee ("**Selection Committee**"). The Selection Committee will consist of seven (7) members, comprised of three (3) County representatives and four (4) Navy Federal-recommended individuals (who may or may not be Navy Federal employees, but shall be acting in their individual capacity, and not as an agent or representative of Navy Federal). The four members recommended by Navy Federal will be appointed to the Selection Committee by the County Administrator.

4. **Firm Selection.**

(a) The Selection Committee will evaluate the submittals received in response to the Master Plan Solicitation. The Selection Committee will shortlist and rank the three (3) highest-ranked Firms in preferential order based upon each Firm's qualifications and ability to perform the required services. The Selection Committee will present the list of the three (3) highest-ranked Firms to the BOCC, and the BOCC will determine the final ranking of the three (3) Firms in preferential order. Navy Federal will have an opportunity to provide comments on the potential Firms prior to BOCC's final ranking of the Firms.

(b) Thereafter, the Selection Committee will attempt to negotiate a contract with the BOCC's highest-ranking Firm at a rate of compensation which is fair, competitive, and reasonable ("**Master Plan Contract**"). Once the Master Plan Contract is negotiated, the Selection Committee will present a recommendation to the BOCC to award the Master Plan Contract to the Firm. Prior to BOCC's final award of the Master Plan Contract to the Firm, Navy Federal will have an opportunity to provide comments and endorsement of the proposed Firm.

5. **Public Input and Updates.** County and Navy Federal agree that the selected Firm shall solicit public input during the development of the Master Plan and provide the public and the County with periodic status updates.

6. **Proposed Acquisition.** The Parties acknowledge and agree that Navy Federal's proposed acquisition of a portion of the OLF8 property ("**Acquired Property**") is a separate transaction, unrelated to any matters, requirements, or contingencies between the Parties contained in this Memorandum. The Parties acknowledge and agree that the Acquired Property will not be included within the scope of or subject to the Master Plan. However, as part of developing the Master Plan, the selected Firm shall consider Navy Federal's planned recreational facilities on the Acquired Property, and Navy Federal's willingness to allow some of those private recreational facilities to be available for public access, subject to Navy Federal's reasonable conditions and limitations.

7. **Project Manager.** County agrees to engage a project manager ("**Project Manager**") to manage the development of the OLF8 Master Plan. County will consider and incorporate comments and suggestions from Navy Federal regarding the job description for the Project Manager. County will conduct a regional search for a Project Manager, and the Selection

Committee will participate in shortlisting and recommending a project manager for BOCC approval. County shall engage the Project Manager until the proposed Master Plan is presented to the BOCC for consideration and approval (as contemplated in this Memorandum).

Subject to the all other provisions and conditions contained in this Memorandum, including without limitation, those contained in Sections 10 and 11 below, Navy Federal agrees to reimburse County up to fifty (50%) of the salary of the Project Manager (as a Master Plan Expense).

**8. Master Plan Approval and Implementation.** Upon the Firm's completion and submission of the proposed Master Plan, Navy Federal will have an opportunity to provide comments and endorsement of the Master Plan prior to BOCC's approval and implementation of the proposed Master Plan. The Parties acknowledge that BOCC will have the sole approval authority regarding the Master Plan. Notwithstanding the foregoing, Navy Federal's agreement to make any outstanding (and/or final) reimbursement payment(s) to County after the date the Firm presents a Master Plan to County for consideration is expressly contingent upon Navy Federal's agreement and endorsement of the Master Plan adopted and implemented by County.

**9. Master Plan Expenses.** County shall be responsible for the payment of all costs and expenses related to the development and completion of the Master Plan. The costs and expenses eligible for reimbursement by Navy Federal will include the cost of the Firm, up to 50% of the salary of the Project Manager, and such other costs directly associated with the development and creation of the OLF8 Master Plan ("**Master Plan Expense(s)**").

**10. Reimbursement.** Subject to the terms and conditions contained in this Memorandum, Navy Federal will agree to reimburse County up to \$2,000,000 towards the Master Plan Expenses. Such reimbursement payment(s) will be made to County pursuant to the reimbursement schedule ("**Reimbursement Schedule**") attached hereto as Exhibit "A" and incorporated herein by this reference. Any such reimbursement payment(s) will be subject to Navy Federal's review and approval of the Master Plan Expenses invoices. Navy Federal's reimbursement of the County's Master Plan Expenses shall not exceed \$2,000,000, and any reimbursement payment or obligation of Navy Federal will be expressly subject to the conditions contained in this Memorandum. Without limiting the foregoing, any and all cost overages shall be the sole responsibility of County.

**11. Reimbursement Contingency.** Navy Federal's agreement to reimburse County up to \$2,000,000 towards the Master Plan Expenses is conditioned and expressly contingent upon (i) Navy Federal's agreement with BOCC's final selection of the Firm engaged by County, (ii) Navy Federal's agreement with BOCC's final selection of the Project Manager engaged by County, (iii) BOCC's approval, adoption, and implementation of a Master Plan developed by the Firm (as contemplated by this Memorandum), and (iv) Navy Federal's agreement and endorsement of the final Master Plan adopted and implemented by BOCC.

**12. Term and Termination.** The term ("**Term**") of this Memorandum will commence on the date of the last Party to sign this Memorandum and will continue through the later of (i) the approval, adoption and implementation of the Master Plan by BOCC or (ii) December 31, 2021. Either Party may terminate this Memorandum, with or without cause, at any time prior to the expiration of the Term upon providing three (3) days' prior written notice to the other Party. Upon

termination, County will only be entitled to reimbursement for invoices incurred through the date of termination, and such invoices must otherwise be eligible for reimbursement pursuant to the Reimbursement Schedule and the terms and conditions contained herein. Except as otherwise provided herein, County will not be required to repay any reimbursement amounts previously provided by Navy Federal. However, to the extent that County recovers or receives a refund, reimbursement, or any other compensation or payment(s) from Firm or any other party (other than Navy Federal) relating to, or resulting from, the development of the OLF8 Master Plan, County shall immediately return such amounts to Navy Federal to the extent that Navy Federal previously reimbursed County for such expenditures.

**13. Notices.** Any notice, request or other deliveries required to be given hereunder shall be deemed given if sent by registered or certified mail, or overnight delivery service, postage prepaid, addressed to the following addresses:

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

Navy Federal: Navy Federal Credit Union  
Attn: Kara Cardona, SVP Pensacola Operations  
5550 Heritage Oaks Drive  
Pensacola, Florida 32526

Either Party may designate any other addresses for notices or requests or other deliveries by giving notice under this Section 13.

**14. Approval by County.** The Parties acknowledge that BOCC shall have the sole approval authority regarding the Master Plan (including without limitation, the selection of the Firm and the Project Manager). Notwithstanding the foregoing, any other approval or consent required of County under this Memorandum may be given by the County Administrator or such officer's designee unless action by BOCC is expressly required.

**15. No Agency; No Delegation.** Neither Party shall be considered an agent of, or acting on behalf of, the other Party. Nothing contained in this Memorandum shall be construed to be a delegation of County's duties or authority with respect to the appointment of members of the Selection Committee, the selection of a Firm, the selection of a Project Manager, the master planning process, the approval of the Master Plan, or any other function or responsibility of County and/or BOCC. Nothing contained in this Memorandum shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Memorandum. Neither Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express, specific written consent of the other. Individuals recommended by Navy Federal to serve on the Selection Committee or serving in any other role related to the OLF8 master planning process shall serve in their individual capacity, and not as an agent or representative of Navy Federal.

16. **Assignment.** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties, without prior written consent of the other Party.

17. **Amendments.** This Memorandum may be amended only in writing signed by each of the Parties hereto or their successors and assigns.

18. **Severability.** If any clause, provision, or section of this Memorandum is held to be illegal or invalid by any court, the invalidity of the clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections, and this Memorandum shall be construed and enforced as if the illegal or invalid clause, provision, or section had not been contained in it.

19. **Counterparts.** This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

20. **Governing Law and Venue.** This Memorandum will be governed by the laws of the State of Florida and venue for any litigation or dispute resolution proceeding will be in Escambia County, Florida without regard to its conflict of law rules.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed through their duly authorized signatories on the respective dates under each signature.

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

By: \_\_\_\_\_  
Lumon J. May, Chairman

ATTEST: Pam Childers  
Clerk of the Circuit Court

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

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

By: \_\_\_\_\_  
Deputy Clerk  
(Seal)

Approved as to form and legal  
sufficiency.

By: *Kristin D. Hual, SACA*

Date: 03-27-2019

**NAVY FEDERAL CREDIT UNION**, a federally chartered credit union

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

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

**Exhibit A**  
**Reimbursement Schedule**

<b>Reimbursement Phases</b>		<b>Reimbursement Amount</b>
<b><u>Phase 1:</u></b>	Firm and County sign contract for development of OLF8 Master Plan	Master Plan Expenses invoiced and paid by County, not to exceed the lesser of: (i) 50% of the original Master Plan Contract price as of the date of execution (excluding any change orders); or (ii) \$1,000,000 total reimbursement.
<b><u>Phase 2:</u></b>	Firm conducts public presentations and Master Plan Charrette(s)/public meeting(s) for OLF8 Master Plan	
<b><u>Phase 3:</u></b>	Firm submits full draft OLF8 Master Plan and development report to BOCC	
<b><u>Phase 4:</u></b>	Final OLF8 Master Plan and development report officially adopted by BOCC	

During Phases 1-3, County may submit copies of all paid invoices to Navy Federal. County may only submit invoices to Navy Federal once per month. Navy Federal may reject any invoice for reimbursement if manifest error is discovered. Upon County's completion and satisfaction of Phase 4, County will submit copies of all remaining paid invoices to Navy Federal. Navy Federal will pay County such eligible reimbursement payment within forty-five (45) calendar days of Navy Federal's receipt of County's paid invoices, and County's statement that the invoices are correct and consistent with the terms of this MOU. County expressly agrees that the Master Plan Contract shall include a payment schedule to the Firm based upon the Firm satisfying a minimum set of milestones and deliverables (including those listed in Phases 1-3 above).