

**ESCAMBIA COUNTY
FLORIDA**

Request for Proposal

PET LICENSING MANAGEMENT

SPECIFICATION NUMBER PD 19-20.018

PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM CDT, March 17, 2020

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

Board of County Commissioners

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

From:
Paul R. Nobles
Purchasing Manager

Assistance:

Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4987
E-Mail: Lagordon@myescambia.com

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.

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.

**ESCAMBIA COUNTY, FLORIDA REQUEST FOR PROPOSAL
CHECKLIST**

PET LICENSING MANAGEMENT
SPECIFICATION NUMBER PD 19-20.018

HOW TO SUBMIT YOUR PROPOSAL:

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

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE PROPOSAL:

- Solicitation, Offer, and Proposal Form. The Proposal Form must contain an original signature in indelible ink. Proposals with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE PROPOSAL:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your Proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of Proposal, and due date and time of Proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:

If you do not wish to submit a Proposal at this time, please remove the Proposal, Offer, and Proposal Form from the Proposal Package and enter No Proposal in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Proposal Form in a sealed envelope. This will ensure your company's active status in our Proposers list.

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

PET LICENSING MANAGEMENT
SPECIFICATION NUMBER PD 19-20.018

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

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Lawrence A. Gordon

Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Pensacola, FL 32591-1591

Phone: 850-595-4987

Request for Proposal

PET LICENSING MANAGEMENT

SPECIFICATION NUMBER

PD 19-20.018

Solicitation

MAILING DATE: 3/2/20

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, 3/17/2020 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: () _____

Toll Free: () _____

Fax: () _____

Reason for No Offer

(Name and Title of Person Authorized to Sign Offer)

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

*

Signature of Person Authorized to Sign Offer
(Original Signature Required)

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

NOTE: This RFP was issued to meet a need that Escambia County Florida has. The RFP contains

a **Scope of Work (SOW)** where the subject matter experts (SME) have done their best to

outline their need to the seller. The RFP structure allows the seller to propose their best

solution and associated costs and fees that align best with the needs described in the SOW. All

required forms and documents contained in the solicitation need to be completely filled out

per the instructions in the RFP and submitted. The format for your proposal, outline of

services, costs and fees are free form, and must be structured in a manner that clearly

communicates your message, provides the needed costs and fee schedules, and aligns with (as

best as possible) the SOW.

CONTRACTOR REQUIREMENTS

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

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

**Person to Contact Concerning This
Proposal:**

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

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

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

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

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

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

venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day of _____,
20____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____
My Commission Expires: _____

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

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida 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' 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 Proposal a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will proposal by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

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

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

Offeror's Signature

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

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

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

If not a Florida Corporation:

In what state was it created: _____
Name as spelled in that state: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

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

Does it use a registered fictitious name: Yes or No

Names of Officers:

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

Name of Corporation (As Used in Florida)

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

Corporate Address:

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

Street Address: _____
City, State, Zip: _____

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

Please complete this form on the following page.

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

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

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

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

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

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

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Proposal's Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing website at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

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

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Proposers Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: <http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

PET LICENSING MANAGEMENT SPECIFICATION NUMBER PD 19-20.018 Name of Submitting Firm, Time and Date due. Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

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

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals 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.

B. Definitions

Blackout Period means the period between the time the Proposals for invitations for Proposal 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 Proposal protest is resolved or the solicitation is otherwise cancelled.

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

C. Sanctions

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

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

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

1) Scope of Work:

The Escambia County Board of County Commissioners currently issues approximately 35,000 (thirty-five thousand) pet licenses annually. At present, licenses are sold by more than 30 (thirty) veterinary clinics and the ECAS shelter. Licenses are currently not sold via phone or the web. The county aims to modernize its pet licensing program with enhanced software, pet tag distribution, purchasing options, lost pet services, and renewal and warning reminder issuance, and is seeking a partner to provide such.

The following scope of work outlines the systems and services the County is seeking from an established and experienced vendor. Additional services provided by the potential bidder that can further enhance the County's pet licensing capabilities may also be desired.

1.1. Software

- The awarded firm shall provide a pet license record database that is accessible via any web-enabled device. Each pet license record must include the following data fields:
 - License Tag Number
 - License Type
 - License Date Issued
 - Owner Name
 - Owner Address
 - Owner Phone
 - Owner Alternate Phone
 - Owner Email
 - Pet Species
 - Pet Name
 - Pet Breed
 - Pet Color 1
 - Pet Color 2
 - Pet Color 3
 - Pet Sex
 - Pet Is Fixed (Y/N)
 - Pet Age
 - Vet Clinic Name
 - Clinic Rabies Tag ID (if applicable)
 - Vaccination Date
 - Rabies Vaccine Expiration Date

- Software must provide for recording of license sales by vendor (e.g., vet clinic), by type, by date, and by pet owner.
- Software must be accessible by all vendors for the purposes of data entry, pet license sales, reporting, and record searching.
- Software must allow for online purchase of new and renewed pet licenses and accommodate our need for rabies vaccination records to be verified before license tags are shipped.
- Software must provide information about pet licensing in Escambia County.

1.2. License Sales

- Beyond the ability to sell licenses online, the awarded firm must allow for the sale of pet licenses via phone.
- Pet license renewal forms which must be received by the vendor via mail, entered into the database, and checks processed

1.3. Data Management

- The awarded firm must make every effort to keep pet license data updated and accurate inclusive of change of addresses and pet ownership status.
- The license and rabies records received from vet clinics must be uploaded to the database and done so with minimal creation of duplicate records.
- All data collected, shared, and stored will be deemed Intellectual Property of Escambia County, and must be handled in accordance with Escambia County policies and procedures. Data must never be used outside of Escambia County Animal Services' efforts, and must never, under any circumstances, be used for commercial purposes.

1.4. Pet Tags

- The awarded firm must provide quality pet tags.
- All pet tags must be delivered via mail to the pet owners of new and renewed pets in a timely manner following purchase.

1.5. Lost Pet Service

- Vendor must provide a support for licensees who lose their pets and for citizens that find pets to assist in the safe and cost-effective return of lost animals, and to reduce the number of lost animal intakes at our shelter. This service should be provided on a 24/7 basis, ideally via phone and online.

1.6. Customer Service/Training

- The awarded firm must be available to provide sales and licensing-related customer service via phone and email. Customer service hours extended into the evening hours on business days is preferred.
- Customer service support via phone and email for Escambia County Animal Services Personnel and vet clinic administrators is required.
- Training is required for license program administrators and vet clinic administrators. In-person training is desired.
- The awarded firm must provide monthly financial remittance reports for the County and each vendor within 15 days of the end of each monthly reporting period.

1.7. Reminders/Warnings

- In order to comply with state statute, the vendor will be required to send license renewal reminders to licensees prior to the expiration of each license period. Reminders can be

sent via mail or email. Where possible, the use of email and automated phone call to reduce cost associated with mail is desired.

- The awarded firm must also be able to send warning letters and citations if deemed necessary.
- The awarded firm must be able to produce a list of non-compliant pet owners whose pet licenses have expired for potential follow-up by the County

2. Procurement Questions

Questions shall be directed to Lawrence A. Gordon, Purchasing Specialist, at Lagordon@Myescambia.com. Last day for questions will be 3/10/2020 **at 1:00 P.M. CDT.**

3. Proposal Forms

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

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

4. Payment

All payments and associated paperwork to:

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

5. Term of Offer

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

6. Award

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

7. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. If any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention

to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

8. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

9. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

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

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

The required insurance shall be obtained and written for not less than the limits of

liability specified hereinafter, or as required by law, whichever is greater.

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

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

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

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

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

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

B. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Lawrence A. Gordon, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4987

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

10. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and there, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be the County's exclusive remedy.

11) Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with

such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County

Attention: Lawrence A. Gordon

Office of Purchasing

Pensacola, FL 32597-1591
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

12) Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

13) SELECTION CRITERIA

13.1. All proposals received will be evaluated by a Selection Committee. The most qualified firm will be recommended by the Selection Committee based on the overall strength of each proposal. Responses to this RFP must adhere to the format for proposals detailed in Section V Proposal Submission Requirements. The criteria for Selection are outlined below.

Criteria for Selection	
1. Ability to Deliver Scope of Work <ul style="list-style-type: none">• Vendor able to deliver on the full scope of work• Vendor demonstrates innovative initiatives for modernizing pet licensing programs	<i>50 points</i>
2. Past Performance <ul style="list-style-type: none">• Qualifications to meet and manage pet licensing program requirements as outlined in this RFP• Record of providing professional services of similar size and complexity• Capability and experience of organization	<i>25 points</i>
3. Budgetary Impact <ul style="list-style-type: none">• Financial Impact to the County including potential costs, cost savings, and new potential revenue	<i>25 points</i>
<i>Total Possible Points</i>	<i>100</i>

13.2. The governing criteria to be used for selection of the firm shall be the submittal deemed to be as most responsive by the County. The County shall select from the submittals received the firm that in its estimation is the most responsive to the requirements set forth in the solicitation.

13.3. Submittals will be judged on the firm's ability to provide services that meet the requirements set forth in this document. The County reserves the right to make such investigations as it deems necessary to determine the ability of the firm to provide services meeting a satisfactory level of performance in accordance with the County's requirements. Interviews and presentations by one, several, or all of the firms may be requested by the evaluators if deemed necessary to fully understand and compare the firm's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

14) SCHEDULE

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

Mailing date of proposals	3/2/2020
Proposal due date	3/17/2020 at 2: P.M. CST
Short-Listing Meeting	3/24/2020
Discussions, Ranking Meeting	4/1/2020
Written Scope due to Committee for Review	4/9/2020
Fee Proposal due to Committee for Review	4/16/20
1 st Negotiations with First Ranked Firm - Scope	4/22/2020
2 nd Negotiations with First Ranked Firm	4/24/2020
Board of County Commissioners approval	5/21/2020

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.