

7/5/2018 CAP II-10

AGREEMENT FOR STATE LOBBYIST SERVICES (PD 17-18.052)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 and Gentry & Associates, LLC, a Florida limited liability company (hereinafter referred to as "Consultant"), FEI/EIN 20-8041635, whose principal address is 2305 Braeburn Circle, Tallahassee, Florida 32309.

WITNESSETH:

WHEREAS, on April 17, 2018, the County issued a Request for Proposals (PD 17-18.052) seeking the services of a government relations firm to represent Escambia County for the purpose of advancing the County's interests at the state level of government; and

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

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

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

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the term of this Agreement may be renewed for up to two (2) additional twelve month terms by providing written notice at least sixty (60) days prior to the expiration of the initial term. Prior to beginning the performance of services under this agreement, Consultant must first receive a written Notice to Proceed.
3. Scope of Services. Consultant shall provide professional state lobbyist services where such representation is needed by County, such services including, but not limited to, the scope of services outlined in Escambia County's *Request for Proposals for State Lobbyist Services, Specification No. P.D. 17-18.052*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

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

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

Date: 8/20/2018 Verified By: [Signature]

4. **Compensation.** In exchange for Consultant's provision of the services referenced above, the County agrees to pay Consultant a fee of \$60,000.00 dollars per year. The fee shall be paid in quarterly installments of \$15,000.00. The parties agree fees and expenses for services provided per year shall not exceed \$60,000.00 inclusive of any travel expenses or other costs incurred by the Consultant in the performance of services pursuant to this Agreement.

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

6. **Termination.** Either party may terminate this Agreement with or without cause upon providing thirty (30) days prior written notice to the other party.

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

8. **Indemnification.** Consultant shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing its lobbying duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Consultant's failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. **Insurance.** Consultant shall procure and maintain, at its sole expense during the term of this Agreement the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Professional Liability with \$1,000,000 per occurrence minimum limits; and
- (c) Florida statutory Workers' Compensation.

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

Consultant agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The

insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

To: Gentry and Associates, LLC
Attention: Richard Gentry
2305 Braeburn Circle
Tallahassee, Florida 32309

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

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS
AT:**

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

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

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

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

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

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

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



Jeff Bergosh, Chairman

BCC Approved: 8/16/2018

ATTEST: Pam Childers
Clerk of the Circuit Court

By: 

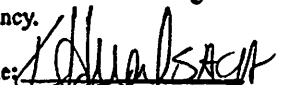
Deputy Clerk

CONSULTANT:
GENTRY & ASSOCIATES, LLC



Richard L. Gentry

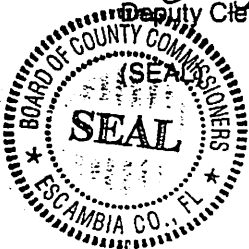
Approved as to form and legal
sufficiency.

By/Title: 
Date: 8/29/18

Date: Aug. 6, 2018

Approved as to form and legal
sufficiency.

By/Title: 
Date: 8/29/18



ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

State Lobbyist Services for Escambia County Florida

SOLICITATION NUMBER PD 17-18.052

RESPONSES WILL BE RECEIVED UNTIL: 2:00 p.m. CST, May 1, 2018

**Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley
Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591**

Board of County Commissioners

Jeff Bergosh, Chairman

Lumon J. May, Vice Chairman

Douglas Underhill

Steven Barry

Grover Robinson, Iv

From:

PAUL NOBLES

Purchasing Manager

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.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM

Purchasing Manager

Office of Purchasing

Matt Langley Bell III Building

213 Palafox Place

2nd Floor, Room 11.101

Pensacola, FL 32502

T: 850.595.4918

F: 850.595.4805

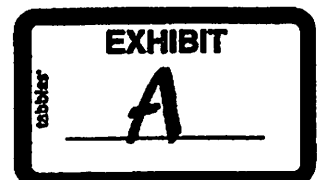
e-mail: prnobles@mvescambia.com

NOTICE

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

SPECIAL ACCOMMODATIONS:

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



Escambia County Florida
Request for Letters Of Interest
Proposer's Checklist
State Lobbyist Services for Escambia County Florida
SPECIFICATION PD 17-18.052

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 3 COPIES)
- LETTERS OF INTEREST(1 ORIGINAL AND 3 COPIES)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT <http://www.sunbiz.org/search.html>)

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 PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSAL SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL
ONLY.

**State Lobbyist Services for Escambia County Florida
PD 17-18.052
Request for Proposals**

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Forms marked with an (* Asterisk) must be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

**Paul R. Nobles, CPPO, CPPB
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4953 Fax No: (850) 595-4806**

ESCAMBIA COUNTY FLORIDA

Request for Letters of Interest

**State Lobbyist Services for Escambia County
Florida**

SOLICITATION NUMBER: PD 17-18.062

SOLICITATION

MAILING DATE: April 17, 2018

OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, May 01, 2018 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ N/A

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**** SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER**

(MANUAL)

Annual Fee

\$ _____

These fees include all costs and expenses.

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

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

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

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

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

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

bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Indicate which statement applies.

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY 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 Statue 287.087 hereby certifies that
_____ does:

(Name of Business)

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

Check One:

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

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

Offeror's Signature

Date

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

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

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 Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

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

PART I GENERAL INFORMATION

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

Specification Number PD 17-18.052, State Lobbyist Services for Escambia County Florida" Name of Submitting Firm, Time and Date due".

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

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

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

As used, herein, the term "lobbyist" is identified in the same manner as in Section 112.3148(2) (b) (1), Fl. Stat. (2016). As used herein, the term "firm" describes those entities, of whatever type (e.g., whether law firm, partnership, individuals, etc.) who respond to the request for proposals. The term is not limited to attorneys; an non-attorneys are encouraged to submit qualifications.

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

Conduct of Participants

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

Definitions

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

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

Sanctions

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

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

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

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the

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

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

1-2 SCOPE OF SERVICES

The Consultant will represent the Escambia County Board of County Commissioners (County) before the Florida State Legislature, including its committees, and agencies. The goal of such representation will be to secure legislation and state funding for programs and projects that have been identified by the County as priorities.

Responsibilities:

Explicit responsibilities of the Consultant include:

- 1. The Consultant will communicate and provide a monthly progress report to the County Administrator or designated staff, or the Assistant County Administrator or designated staff, who will be available to communicate to the Board of County Commissioners' priorities and provide background information and data to assist the Consultant in advancing the County's efforts.**
 - a. Alert this county at the earliest time of pending appropriations or actions that will impact the county and its funding posture.**
- 2. To the highest degree possible, the Consultant will represent the County's interest in securing federal assistance for various funding aspects – including technical assistance, planning and design, infrastructure, and services – in numerous areas, including, but not limited to, the policy or project request outlined herein.**
 - a. Assist in establishing meetings with state legislators, staff or state agency members to facilitate information exchange or soliciting their aid and advice on matters impacting this county.**
- 3. The Consultant shall advocate positions before the State Legislature, its committees, and agencies that are beneficial to Escambia County as well as oppose harmful measures; in particular the following:**

- a. Any State legislation which passes additional cost burdens on the County
 - i. Medicaid
 - ii. Criminal justice
 - iii. Environmental issues
- b. Sunsetting of Department of Community Affairs
 - i. Need for more local control in areas dealing with land use and growth management
- c. Sunsetting of Department of Environmental Protection
 - i. Need for more local control
 - ii. Need to remove layers of duplicative effort
 - iii. Need to provide the agencies with enforcement capabilities
- d. Transportation Funding Alternatives (RTFA)
- e. Economic Development Incentives
- f. Transit
- g. Health Insurance

Revisions:

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

Specific Performance

Specific activities and deliverables by/from the Consultant shall include the following:

Perform as a lobbyist for the County, managing the activities in accordance with County direction, of all of its personnel hired in the capacity of providing The Lobbyist must provide the full scope of lobbyist services in representing the County in matters where such representation is needed by County. The Successful Provider will:

1. Communicate directly with the County Administrator or his designee to secure sponsors for proposed bills or amendments to State law.
2. Require Discussions with State Lobbyist (including, but not limited to, committee meetings and sessions) where appropriations of importance to Escambia County are being discussed. Request attendance of County Staff (County Administrator, Assistant County Administrator, or their designee) to travel to meetings to assist if needed.
3. Attend State agency meetings, when necessary, to monitor rule making proceedings.

- 4. Provide the County, through the County Administrator or his designee, with a weekly update on issues of importance to the County during sessions including calendars of hearings and meetings discussing County issues, and providing the County with an after-session report.**
- 5. Provide the County, through the County Administrator or his designee, with a monthly summary of legislative activities on behalf of the County in non-session months.**
- 6. Travel to Escambia County, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel other than the two annual required trips will be reimbursed in accordance with §112.061, Florida Statutes (2010). (We will utilize video and phone conference systems as much as possible.)**
- 7. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to County on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the County to capitalize on opportunities, and examples of successful local government applications.**
- 8. If possible identify criteria for eligibility, which may include replacing or modifying existing request.**
- 9. Monitor legislation and forward pertinent information to the County Administrator or his designee for distribution to appropriate staff on a weekly basis.**
- 10. Explore rollover funding in all programs through the end of the current fiscal year. Even in cases where there are no funds identified or obligated for a particular project or program, the Consultant may recommend submitting a project for review and following the project through the appropriations process to identify potential funding.**
- 11. Demonstrate a keen understanding of County priorities, policy objectives, project merits and supporting data.**
- 12. Research and gather socioeconomic and other information to support the COUNTY'S issues, to heighten the state government's awareness that the COUNTY has significant and demonstrated needs and, in general, that the COUNTY has not historically received its "fair share" of legislative attention.**
- 13. The Consultant's goal shall be to secure funding for priority projects identified by the County, with the support and assistance of County staff and**

the Board of County Commissioners, and facilitated by Consultant's vital connections with appropriate state agencies, elected officials and staff.

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

2-1 FORMAT AND CONTENT

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

Responses shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of qualifications. **Provide one (4) paper copies and one (1) complete submittal on Compact Disc (CD).**

2-2 REQUIREMENTS

The following information shall be submitted.

1. Qualifications

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

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

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

- C. List of all current Florida Public Entity clients and contract amounts. Include entity's contact person, telephone number and e-mail address.
- D. The firm's local availability and degree of accessibility to Pensacola, Florida.
- E. Permission to contact represented entities to discuss firm's performance.
- F. Any other qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the County's consideration of the firm in regard to this solicitation, including activities and positions held in state and national professional organizations.

2-3 Experience With Other Governmental Entities

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

2-4 Technical Approach

- A. Provide a brief description of the firm's approach to the project.
- B. Select one of the following two examples of representative tasks the County may ask its federal lobbyist to accomplish in Washington, D.C. and within the appropriate agency on its behalf. For each example selected, describe in detail the specific actions the firm would take to accomplish the objective, including all actions up to enactment of legislation. This shall include the persons the lobbyist would contact, meetings to be attended, and all other actions the lobbyist would take.

Example 1: How your firm can by process work to compete for project funding or secure appropriations for County related projects.

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

2-5. CONFLICT OF INTEREST

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

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

2-6 EXEMPTION

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

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Board for discussion and approval of the retention of a Federal Lobbyist on June 8, 2017. The Negotiations Committee will be comprised of the County Administrator or his designee, the County Attorney or her designee, and the Budget Manager, or his designee.

RESPONSIBILITIES OF THE BOARD OF COUNTY COMMISSIONERS

Review and rank the submitters based on the criteria listed below.

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications	40
Experience	40
Technical Approach	20
Total	100

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

- A. Upon the opening of the sealed proposal(s), the Negotiation Committee will meet to discuss the proposals in detail. The Negotiations Committee will rank the firms using the criteria on page 8.
- B. Based on the decision of the Committee, a recommendation will be taken to the Board for a discussion and approval of the retention of a Federal Lobbyist on June 8, 2017.

PART IV SCHEDULE

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

- a. Mailing date of Request for Proposals..... **April 17, 2018**
- b. Receipt of Proposals..... **May 1, 2018**
- c. Review of Proposals..... **May 16, 2018**
May 22, 2018
- d. Board of County Commissioners Approval.....**June 7, 2018**

Questions may be directed to:

Paul Nobles, CPPO, CPPB, FCCM, FCN
Purchasing Manager
Telephone (850) 595-4918
Email pnobles@myescambia.com



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager

Office of Purchasing

May 10, 2018

To: All Known Prospective Proposers

Addendum Number 2:

Re: State Lobbyist Services for Escambia County Florida
Specification Number: PD 17-18.052

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 2 provides for:

1. **Questions**

- a. Although this is an RFP for state level lobbying services Part II Section 2-2 appears to be designed for federal level lobbying. The qualifications and experience sections ask very specific questions related to lobbying at the federal level--not the state level.

Response - 2-2 REQUIREMENTS, 1. Qualifications

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

- b. Do you want answers to reflect federal level lobbying qualifications and experience when the contract is for state level lobbying?

Response - Escambia County is seeking state level lobbying qualifications and experience with understanding of federal requirements when required.

- c. Will you clarify whether the County is looking for state lobbying services or federal? Federal is mentioned several times including under the selection process "approval of the retention of a federal lobbyist on June 8, 2018."

Response - Please see item a., above.

- d. What is the County's annual budget for services?

Response - FY 17-18 \$60,000.00

e. What is the anticipated length of the awarded contract?

Response - The term of this contract will be for three years.

2. **Schedule**

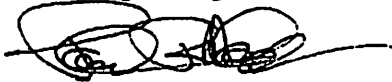
The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

- a. Mailing date of Request for Proposals..... **April 17, 2018**
- b. Receipt of Proposals..... ~~May 1, 2018~~
2:00 p.m. CDT, May 16, 2018
- c. Review of Proposals..... ~~May 16, 2018~~
~~May 22, 2018~~
Short-Listing Meeting/Review of **11:00 a.m. CDT, May 21, 2018**
Proposals
Discussions / Ranking Meeting **9:30 a.m. CDT, May 30, 2018**
- d. Board of County Commissioners Approval..... **June 7, 2018**
June 28, 2018

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

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____