

**AGREEMENT FOR LOW INCOME DIRECT
EMERGENCY ASSISTANCE PROGRAM (P.D. 19-20.012)**

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 Opening Doors Northwest Florida (NWFL), Inc. (hereinafter referred to as "Contractor"), a not-for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2909065, whose principal address is 1020 West New Warrington Road, Pensacola, FL 32506.

WITNESSETH:

WHEREAS, the County issued a Request for Proposals seeking a qualified non-profit organization to administer a Low Income Direct Emergency Assistance Program (LIDEAP) for qualified citizens of Escambia County, Florida; and

WHEREAS, in response to the solicitation, the Contractor submitted a proposal demonstrating that the Contractor is willing and able to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of compensating Contractor for such services as set forth herein.

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

1. **Recitals.** 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.** This Agreement shall commence on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-sixty (36) months.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Request for Proposals for Low Income Direct Emergency Assistance Program, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.
4. **Program Funding.** For the first twelve (12) month term and any subsequent term, the County agrees to pay Contractor the sum of **\$55,000.00** for authorized Program expenses as provided in the Contractor's LIDEAP Budget, attached hereto as **Exhibit B**. Contractor shall not receive an administration fee for administering the Program. Any changes to the LIDEAP Budget that would affect the expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this Agreement.

The Contractor shall return to the County any Program Funds expended for disallowed expenditures. The Contractor shall return to the County all Program Funds paid to it upon the County's finding that the Contractor violated the provisions of any applicable laws or ordinances appropriating such funds or otherwise breached the terms of this Agreement.

5. **Residual Program Funds.** Any residual Program Funds provided by the County which remain unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the expiration of the twelve (12) month term. If the Agreement is renewed for a subsequent twelve (12) month term then a limited amount of residual funds may be carried forward, which will not exceed ten percent (10%) of the current appropriation to the Contractor or \$500.00, whichever is greater; however, the County's allocation of Program Funding for the subsequent twelve (12) month term will be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.
6. **Method of Payment.** Following execution of the agreement, payment shall be provided to the Contractor in a single lump sum payment upon Contractor providing a fully completed W-9 form and a fully executed original Agreement to Escambia County.
7. **Reporting Requirements.** The Contractor shall submit a written report to the County on a monthly basis detailing all disbursements of LIDEAP funds. The report shall include the date and amount of disbursement, number of citizens assisted, and to whom the monies were paid. The report shall be provided no later than the 15th of each month.
8. **Records Retention.** The Contractor shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.
9. **County Audit.** Upon providing reasonable notice to Contractor, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Contractor's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.
10. **Termination.** This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.
11. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. Insurance. The Contractor is required to carry 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) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation if applicable.
- (d) It is understood and agreed by the parties that in the event that the Contractor 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.
- (e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.
- (f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to 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. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

14. 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: Opening Doors Northwest Florida (NWFL), Inc.
Attention: Executive Director
1020 West New Warrington Road
Pensacola, Florida 32506

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.

15. 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.

16. Public Records. The Contractor 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. Contractor 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. Contractor 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, Contractor 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 Contractor 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 Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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**

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

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

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

20. 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.

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

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

Witness: [Signature] By: [Signature]
Janice P. Gilley, County Administrator

Witness: [Signature] Date: 6-1-20

Approved as to form and legal sufficiency.

BCC Approved: 05/07/2020

By/Title: Kristin D. Hual, SACA

**CONTRACTOR: OPENING DOORS NORTHWEST
FLORIDA (NWFL), INC.**

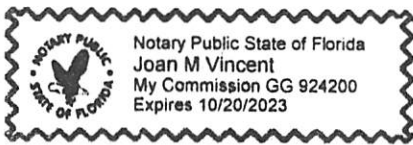
Date: 04-13-2020

By: [Signature]
John Johnson, Executive Director

ATTEST:
By: [Signature]
Corporate Secretary

Date: 5-28-20

(SEAL)



ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS**Low Income Direct Emergency Assistance Program (LIDEAP)****Solicitation Identification Number PD 19-20.012**

Letters of Interest Will Be Received Until:
1:00 p.m. CDT, Thursday, February 27, 2020

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
213 S. Palafox Place
Pensacola, FL 32502

Attention: Paul R. Nobles

Board of County Commissioners

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

From:
Paul R. 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:

Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4878
F: 850.595.4805
e-mail: abroggenbuck@myescambia.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 Proposals
Proposer's Checklist

LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

Solicitation Identification Number PD 19-20.012

How to Submit Your Proposal

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

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

The Following Submittals Are Required Upon Notice Of Award:

- Certificate Of Insurance

How to Submit a No Proposal

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

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

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

TABLE OF CONTENTS

- Request for Proposals - Title Page
- Proposers Checklist
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions
- Request for Proposals Response Format.

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal / Solicitation and Proposal Form

Part III Criteria for Selection

Part IV Scope of Work

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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

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

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

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

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

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH 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 an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

Drug-Free Workplace Form

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

Name of Business

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

Check one:

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

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

Offeror's Signature

Date

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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

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

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document

No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

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

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

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

(Please continue and complete page 2)

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

Page 2 of 2
Corporate Identification

Federal Identification Number: 592909060
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: John Johnson **E-mail:** johnj@openingdoorsnwf1.org
Telephone Number: (850) 439-3009 **Facsimile Number:** (850) 436-4656

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:

John Johnson, Executive Director

END

(850) 488-9000

Verified by: _____ Date: _____

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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 Home Page (see Bid Information), 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 vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions 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 Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE 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. **Nonconformance 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**
22. **Facilities**
23. **Distribution of Certification of Contract**

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

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://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html](http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html)
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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 judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

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 to 213 Palafox Place, 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 19-20.012, Low Income Direct Emergency Assistance Program (LIDEAP), Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark outside of airbill and/or envelope or box with 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:

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.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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.

IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

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

FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

CONTRACT INFORMATION

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.

AWARD

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

CONTRACT TERM/RENEWAL/TERMINATION

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

CONTRACT TERM/RENEWAL

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

INTERIM EXTENSION OF PERFORMANCE

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

TERMINATION (SERVICES)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

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.)

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 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.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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 workers 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.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

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

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowner and hired automobiles and employee nonowner ship use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

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.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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: Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing, 2nd FL, Room 11.101
213 S. Palafox Place
Pensacola, FL 32502
Fax (850) 595-4805
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.

INDEMNIFICATION

Contractor agrees to save harmless, indemnify, and defend County and their 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

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

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

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

ELIGIBLE APPLICANTS: Nonprofit Organizations with IRS 501(c) (3) Status. Proof of 501(c) (3) status should be included as an attachment to the application. Applicants must also be located within Escambia County, FL. Must be an active member with the Escarosa Coalition on the Homeless (ESOH) Continuum of Care and Planning Process. Recipients will be required to have access to the Centralized Coordinated Access System (CCAS).

PART A SUMMARY

The Escambia County Board of County Commissioners/Neighborhood & Human Services Department, hereafter is known as The Department, is soliciting proposals from non-profit organizations to administer and operate a Low Income Direct Emergency Assistance Program (LIDEAP) for qualified citizens of Escambia County, FL. The program shall be designed to provide financial assistance with rent/mortgage payments, or utilities/fuel, or food or prescription medication. This will be a program of last resort and available for a one-time event during the existence of the program.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Low-Income Direct Emergency Assistance Program (LIDEAP) is designed to meet the emergency needs of residents of Escambia County, FL by providing financial assistance with rent/mortgage, or utilities/fuel, or food or prescription medication. When there is a significant crisis within a household such as, loss of employment, health issues, loss of wage earner or an individual, a family may find that they are temporarily unable to provide themselves with one of the following: food, gas, water, electricity, medicine. The Low-Income Direct Emergency Assistance Program (LIDEAP) shall assist individuals or families from going without a critical necessity. This program shall be a program of last resort and available for a one-time event to an individual or family during the existence of the program.

Eligible applicants must provide documentation showing that they have insufficient resources to meet their need and the household income must meet the 200% Poverty Guideline.

Projected Project Outcomes:

- a. To provide linkages through data systems to streamline participant referrals to community services agencies.
- b. To provide a temporary solution to a barrier that may impede the quality of life for an individual or family.
- c. To build effective community partnerships that will leverage public and private resources for the betterment of living conditions for the citizens of Escambia County, FL.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

- d. To improve the coordination and collaboration efforts among area local social service programs to increase the chances of successful solutions to the various challenges faced during an economic crisis.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide Low Income Direct Emergency Assistance Program (LIDEAP) that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice Gilley, County Administrator. The liaison officer shall be Clara Long, Director, Neighborhood & Human Services. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 S. Palafox Place, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Continuing Contract after negotiation.

1-5 REJECTION

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

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, email abroggenbuck@myescambia.com .

1-7 ADDENDA

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

1-8 SCHEDULE

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

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

Mailing date of proposals	Monday, February 29, 2016
Receipt of proposals	1:00 p.m. CDT, Thursday, March 24, 2016
Proposal Review Meeting	2:30 p.m. CDT, Monday, April 4, 2016
Discussions / Selection Meeting	2:00 p.m. CDT, Monday, April 18, 2016
1st Negotiations	3:30 p.m. CDT, Wednesday, April 20, 2016
2nd Negotiations, if required	2:30 p.m. CDT, Monday, April 25, 2016
Board of County Commissioners approval	Thursday, May 19, 2016

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original hard copy and one (1) electronic copy of the proposal shall be required, having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

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

The Escambia County Board of County Commissioners will negotiate contract terms upon the effective date and will expire effective the 30th day of September 2016, unless cancelled sooner with or without cause by either party by providing thirty (30) days prior written notice of such cancellation to the other party. The Department reserves the right to negotiate to extend and/or increase a contract award as a result of this RFP.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

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

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

1-12 PRIME CONTRACT RESPONSIBILITIES

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

1-13 DISCLOSURE

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

1-14 DELAYS

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

1-15 WORK PLAN CONTROL

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

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

1-17 PROJECT TIMELINE

Awards will be made to non-profit organizations that have documented experience in the administering of programs of the like, a strong fiscal accountability record and established controls, and a proven record of integrity in the community.

The initial contract period will be from the effective date of contract award.

The selection decision for the winning bidder will be made no later than as indicated in the previously identified schedule in paragraph 1-8.

Notifications to bidders who were not selected will be as indicated in the previously identified schedule in paragraph 1-8.

1-18 BUDGET

The Department shall award a maximum of \$55,000.00 in LIDEAP funds during the Fiscal Year 2020. A line item budget must be provided, including a budget narrative, for proposed services (See Solicitation and Offer Form).

The Provider shall submit a monthly, written report detailing the LIDEAP disbursement of funds. This report shall include the date of approval and disbursement, amount of disbursement, number of recipients assisted and a list of vendors funds were disbursed to. The report shall be provided, to the Department, no later than the 15th of each month.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

1-19 AUDIT REQUIREMENT

The Department requires a copy of the provider's most current Financial Audit Report and Single Audit Report (if available) to be included in the proposal package.

The Department may conduct monitoring reviews of activities, both fiscal and programmatic to ensure compliance with goals, laws and other provisions of the contract.

1-20 RECORD RETENTION

All pertinent records, statistical, financial, audit, and participant files shall be retained for a period of five (5) years from the date of final payment or the resolution of any audits. The Department must have access to any and all records for monitoring purposes.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

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

2-2 INTRODUCTION

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

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

2-3 UNDERSTANDING OF THE PROJECT

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

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

2-4 METHODOLOGY USED FOR THE PROJECT

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

2-5 MANAGEMENT PLAN FOR THE PROJECT

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

2-6 EXPERIENCE AND QUALIFICATIONS

Provide reference names and phone numbers for similar projects your firm has completed

STATEMENT OF QUALIFICATIONS NARRATIVE

- a. The Provider must provide an overview of the organization/business background (list of governing body, terms of office), qualifications, staffing and organizational chart.

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

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

- 1) title,
 - 2) resume,
 - 3) location(s) where work will be performed,
 - 4) itemize the total cost and the number of estimated hours for each individual named above.
- b. The Provider must describe the organizations history working with diverse individuals and families who are experiencing a significant life changing event.
- c. Provide any pertinent experience with administering case management services, determining eligibility guidelines for program participation and tracking participation.
- d. The Provider must describe how the organization will maintain fiscally responsible controls of funds.

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

- e. The Provider must have the established capability to interface with specified data base systems as required for monitoring and tracking information purposes.
- f. The Provider must implement an educational program module to provide information to the approved applicant on how to set-up and maintain an effective household budget to decrease the chances of their finances reaching a critical state.

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III CRITERIA FOR SELECTION

	Points Available
The scope of work requirements,	20
Comprehensive narrative of organizations qualifications,	15
Prior experience with implementation of similar case management services,	8
Staff qualification(s) that show capability to perform program services,	10
Demonstrated experience of sound fiscal responsibilities with similar projects,	10
The ability necessary to undertake this project,	9
Provide a strategic plan of action on how the project outcomes will be achieved,	8
Budget and budget narrative,	10
Organization's procurement guidelines	10
Administrative Cost Points	
There is \$5000 available for Administrative Cost and \$50,000 for the program for a total of \$55,000.00.	
No Administrative Cost	25
50% of available Administrative Cost	15
100% of available Administrative Cost	0

PART IV SCOPE OF WORK

The applicant(s) must currently reside at the address listed on the bill if requesting assistance for housing payment or utility bill. If the applicant is requesting prescription medication or food assistance, they must produce a bona fide

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

prescription from a licensed physician with the exact cost from a pharmacy or must document that they are currently not certified to receive food assistance from Department of Children & Families.

Administering LIDEAP will require the Provider to provide case management services; determination of eligibility criteria for program participation; tracking of distribution of funds expended for payment; tracking of funds disseminated for the payment of rent, mortgage, utility/fuel, food assistance or prescription medication to the vendor.

The Provider shall be responsible for vetting all applicants and confirming legitimate need for service(s).

The Provider shall require the following:

- a. Applicant must appear before Provider with a complete application;
- b. Applicant must submit most current bill/payment (lease or mortgage statement)/food assistance documentation or prescription;
- c. Applicant(s) must be the person or persons listed on the bill and currently residing at that residence, if applicable;
- d. Applicant must provide a valid photo identification card and a valid photo identification card for all persons who reside in the household, ages 18 years of age or older, if applicable;
- e. Applicant must provide Social Security cards for all household members, if applicable;
- f. Applicant must provide documentation to verify income of all household members age 18 years and older, for the preceding thirty (30) days (Wage earnings, Social Security Benefits, Child Support Payments, Veteran Administration Benefits, Retirement Benefits, Annuities, Temporary Assistance to Needy Families (TANF), Unemployment Compensation (UC), etc.);
- g. Applicant must provide documentation of income, if not employed, or lack of income for all household members over the age of 18 years old;
- h. Household income may not to exceed 200% of the Federal Poverty Guideline; and
- i. If approved, applicants may receive assistance only one-time for the existence of the program.

The applicant may be approved for the exact amount of bill/request, not to exceed the maximum amount to be paid directly to the vendor for the following:

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

- a. Rent payment up to a maximum of \$700.00
- b. Mortgage payment up to a maximum of \$700.00
- c. Utility payment up to a maximum of \$500.00 (electricity, water, gas, fuel)
- d. Prescription medication up to a maximum of \$300.00 (must submit bona fide prescription from a licensed physician)
- e. Food assistance up to a maximum of \$300.00 (cannot be currently certified for food assistance via Department of Children & Families)

This program does not pay for deposits of a new residence or any charges resulting from illegal activities, such as meter tampering, returned check fees or fraud of any type.

Approved payments are to be made directly to the vendor by the Provider and not to the applicant.

This is a program of last resort, not first choice, therefore applicants must have made the attempt(s) to apply for assisted service through one or more of the various organizations or agencies that provide these types of services within Escambia County, FL and must attest to the receipt of past services, denial of services or failed efforts to apply for services (i.e., not being able to make contact or qualify with an agency via their specified guidelines).

The Provider shall provide staff for case management services, in support of the following:

- a. Maintaining a case file record for each applicant (approved or denied).
- b. Ensure collection and maintenance of data to prohibit duplication or additional services are not provided to the same individual(s).
- c. Identify needs for specialized assessments and refer to local community agencies or organizations that may assist with providing avenues to help promote the road to recovery from financial dependency on programs of this type.
- d. Document via counseling notes on applicant contacts, issues or problems encountered.

The Provider should develop a financial literacy educational module for approved applicants to complete that will provide them with the necessary tools to set-up and maintain a household budget to decrease the probability of compromising their household finances.

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

- Case file records are confidential, and information should not be disseminated to sources outside of service vendors unless otherwise authorized. The Provider must submit their protocol or process to ensure privacy included in the bid narrative.

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL **

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Buzz Roggenbuck

Request for Proposal

Sr. Purchasing Coordinator

Low Income Direct Emergency Assistance
Program (LIDEAP)

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Phone: (850) 595-4878 Fax No: (850) 595-4805

SOLICITATION NUMBER: PD 19-20.012

SOLICITATION

MAILING DATE: February 6, 2020

OFFERS WILL BE RECEIVED UNTIL: February 27, 2020, 2:00 PM CDT 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

Work will start _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

Bond Attached:

\$ _____

(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 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 tenders final payment to the Offeror.

**

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

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

**PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM
(LIDEAP)**

Proposal Form

ITEM	ADMINISTRATION COSTS	DIRECT PROGRAM COSTS	TOTALS
Regular Salaries/Wages			
FICA Taxes			
Retirement			
Life and Health Insurance			
Worker's Compensation			
Professional Services			
Other Contractual Services			
Travel/Per Diem			
Communications			
Postage and Freight			
Rental/Leases			
Repair/Maintenance			
Printing and Binding			
Other Current Charges and Obligations			
Host Ordinances			
Office Supplies			
Books/Publications/Subscriptions			
Training			
Machinery and Equipment			
Other Grants and Aids			
Indirect _____ %			
TOTAL			



**Opening Doors Northwest FL, Inc
LIDEAP**

Admin	Rental Assistance	Mortgage Assistance	Utilities	Food	Medicaitons	Total
0.00	\$ 26,500.00	\$ 15,500.00	\$ 10,000.00	\$ 1,000.00	\$ 2,000.00	\$ 55,000.00
	Max \$700	Max \$700	Max 500	Max 300	Max \$300	
0.00	\$ 26,500.00	\$ 15,500.00	\$ 10,000.00	\$ 1,000.00	\$ 2,000.00	\$ 55,000.00
	34000	7000	12300	700	1000	

200% AMI
 \$700.00 Max rent/mortgage
 \$500.00 Max utilities
 \$300.00 Max food
 \$300.00 Max medications



ESCACOA-01

NBASS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. 19 West Garden Street Suite 300 Pensacola, FL 32502	CONTACT NAME: Kelli Williams	
	PHONE (A/C, No, Ext): (850) 444-7630	FAX (A/C, No): (601) 208-8408
	E-MAIL ADDRESS: kwilliams@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern-Owners Insurance Company	10190
	INSURER B : Progressive Express Insurance Company	10193
	INSURER C : United States Liability Insurance Company	25895
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
**Opening Doors Northwest Florida (NWFL) Inc.
PO Box 17222
Pensacola, FL 32522-7222**

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	78738038	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			05847824-2	1/19/2019	1/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	78123235	12/29/2018	12/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers			NDO1556315C	8/15/2019	8/15/2022	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All coverage is subject to policy terms, conditions and exclusions.

Grant Solicitation #PD 15-16.030
Primary Non-Contributory Applies
30 day Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Escambia County Florida BOCC Purchasing
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelli Williams



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 12, 2020

John Johnson, Executive Director
Opening Doors NWFL, Inc.
1020 North New Warrington Road
Pensacola, FL 32506

RE: INTENT TO AWARD

Dear Mr. Johnson:

Based on the analysis of your firm's submittal received on March 18, 2020, it has been determined that your company will be recommended for award after the enclosed contract document for PD 19-20.012, Low Income Direct Emergency Assistance Program (LIDEAP) is properly executed by your firm and returned to the Office of Purchasing within ten (10) days of the above date.

Any resulting Agreement shall become binding upon both parties only after award by the Escambia County Board of County Commissioners, the satisfaction of any post-award compliance requirements such as suitable insurance and bonding, and execution of the contract by the appropriate County personnel.

Failure to return the properly executed contract documents within this 10-day period or any request to alter or amend the contract documents may be deemed non-responsive; and, the intent to award could be made to the next most responsive and responsible offeror.

Your expeditious attention to this matter is greatly appreciated. Please feel free to contact me directly if you have any questions or if you need assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Roggenbuck", is written over a light blue horizontal line.

Buzz Roggenbuck
Sr. Purchasing Coordinator

ABR/br

Enclosure