



INVITATION TO NEGOTIATE

FOR

**CONSULTANT SERVICES FOR THE DEVELOPMENT OF
THE GULF CONSORTIUM'S STATE EXPENDITURE PLAN
REQUIRED BY THE RESTORE ACT**

ITN NUMBER GC-06-17-14-33

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FORMS

- ITN Response Cover Sheet
- Equal Opportunity/Affirmative Action Statement
- Insurance Certification Form
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
- Affidavit Certification Immigration Laws
- Non-Collusion Affidavit
- Drug-Free Workplace Form

ATTACHMENTS

- Attachment A Draft Agreement

I. INTRODUCTION

Leon County is issuing this Invitation to Negotiate (ITN) as part of the procurement services it is providing to the Gulf Consortium (Consortium) pursuant to an interlocal agreement between them. The Consortium serves as the ultimate decision making body in the selection process for this ITN.

A. BACKGROUND.

In response to the explosion of and the resulting oil spill from the Deepwater Horizon offshore drilling rig in the Gulf of Mexico on April 20, 2010 (Deepwater Horizon Oil Spill), the United States Congress enacted the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) (title 1, subtitle F of Public Law 112-141) as part of the Moving Ahead for Progress in the 21st Century Act. The RESTORE Act was passed by Congress on June 29, 2012 and signed into law on July 6, 2012 by the President.

The RESTORE Act establishes funding from a portion of the administrative and civil penalties under the Federal Water Pollution Control Act from the Deepwater Horizon Oil Spill for the ecological and economic restoration of the Gulf Coast region. The RESTORE Act directs funding for the development and implementation of the State Expenditure Plan in each of the five Gulf Coast States.

The Gulf Consortium is a public entity created in October 2012 by Interlocal Agreement among Florida's 23 Gulf Coast counties, from Escambia County in the western panhandle of Florida to Monroe County on the southern tip of Florida and the United States.

Florida's 23 Gulf Coast Counties formed the Consortium to meet requirements of the RESTORE Act for Florida to develop a State Expenditure Plan. The Consortium Board of Directors consists of one representative from each county government and six members appointed by the Governor. As a public entity, the Consortium must meet all government transparency requirements in Florida, including open public records and meetings, ethics and state auditing obligations.

The Gulf Consortium is working with Florida's Governor, state agencies and other restoration partners to advance common goals, reduce duplication, and maximize benefits to the Gulf Coast region. To this end, the Governor and the Consortium entered into a Memorandum of Understanding (MOU) on June 12, 2013 to further the collective objectives of maximizing efficiencies and revenue opportunities under the RESTORE Act. The Governor's appointees represent diverse interests to provide input and guidance to the Consortium on policies and criteria used to select projects, activities and programs for inclusion in the State Expenditure Plan.

The MOU provides for a coordinated review and input by the Florida Department of Environmental Protection (FDEP) and other state agencies during the development of the State Expenditure Plan (SEP). The MOU requires the Consortium to meet the following requirements at a minimum for the selection of projects, activities and programs for inclusion in the SEP:

- Consistency with the applicable laws and rules;
- Prioritization based on criteria established by the Consortium;
- Consideration of public comments;
- Approval by an affirmative vote of at least a majority of the Consortium Directors present at a duly noticed public meeting of the Consortium; and

- State agency involvement, input and review in the development the State Expenditure Plan, pursuant to the MOU.

After development of the SEP by the Consortium, the Governor is responsible for submitting it to the Gulf Coast Ecosystem Restoration Council (Council) for approval.

The RESTORE Act provides criteria for the State Expenditure Plans. Included among those criteria are requirements that the SEP take into consideration the Council's Comprehensive Plan and that the SEP be consistent with the goals and objectives of the Council's Comprehensive Plan.

B. FUNDING CONSTRAINTS.

The Consortium is a newly created governmental entity. At this point, the Consortium functions with modest resources provided directly by its 23 member counties. The current resources are not sufficient to fund the Scope of Services sought by this ITN. The Consortium anticipates that it will receive RESTORE Act funding for developing the State Expenditure Plan from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund). Due to uncertainty associated with ongoing litigation, the ultimate amount of administrative and civil penalties that may be deposited into the Trust Fund, as well as the timing of their availability, are unknown. There are two other factors affecting the amount and availability of Trust Funds to the Consortium. The timing is dependent upon the finalization of the RESTORE Act Rule by the United States Department of the Treasury. The timing and amount may also be dependent upon the promulgation and finalization of the Council Regulation.

C. PROJECT OVERVIEW.

The Consortium has no employees but instead contracts for governmental managerial services with the Florida Association of Counties, Inc. and for general counsel services with Nabors, Giblin & Nickerson, P.A.

The Consortium wishes to hire a consultant to provide assistance for the development of the State Expenditure Plan for submission and approval to the Governor of Florida and, in turn, to the Council. This Invitation to Negotiate and the subsequent Request for Best and Final Offer is designed to solicit proposals from qualified firms for the Consortium to procure the necessary assistance for the development of the SEP.

D. TERM OF CONTRACT.

It is anticipated that the initial term of the agreement will be for two years from the date of contract execution with up to two optional one year renewal periods.

E. ITN PROCESS RESERVATIONS.

The Consortium reserves the right to negotiate concurrently or separately with competing firms, in accordance with the process set forth in Section III., below. By submitting a response to this ITN, firms acknowledge and accept that the Consortium reserves the right to finalize the negotiation process at any time in the proposed process that the Consortium determines such selection would be in the best interest of the Consortium.

By submitting a response to this ITN, the Firm acknowledges and accepts that the Consortium reserves the right to terminate the selection process or decide not to hire any firm for any reason, including, but not limited to, the unavailability of adequate funds, or the finalization of a Rule by the U. S. Department of the Treasury or Regulation by the Council that conditions funding on a competitive procurement process for the selection of consultants which is different from the ITN process used here.

F. EXHIBITS AND RESOURCES.

The following resources are listed below for informational purposes to assist firms in preparing responses. To download copies of the following resources, follow the link provided or go to the Leon County website at <http://cms.leoncountyfl.gov/SolicitationsOnline>.

1. RESTORE ACT
2. Interlocal Agreement Establishing the Gulf Consortium
3. Memorandum of Understanding between the Gulf Consortium and Florida Governor Rick Scott
4. Proposed U.S. Treasury Rule
5. The Consortium's Purchasing Policy for State Expenditure Plan Consultant
6. Initial Comprehensive Plan: Restoring the Gulf Coast's Ecosystem and Economy by the Gulf Coast Ecosystem Restoration Council (August 2013)

II. **DEFINITIONS.**

- A. "Addendum" is a written document used to expand or more fully explain the terms of a bid instrument including an Invitation to Negotiate. An addendum is not a contract "Amendment."
- B. "Board" means the Board of Directors of the Consortium.
- C. "Consortium" means the Gulf Consortium created by the Interlocal Agreement.
- D. "Contractor" means any person having a contract with the Consortium.
- E. "Designee" means a duly authorized representative of a person holding a superior position. In the case of the Manager, the term "Designee" includes, but is not limited to, the Purchasing Director of Leon County.
- F. "Firm" means any corporation, partnership, limited liability company, individual, sole proprietorship, joint stock company, joint venture, business or any other private legal entity.
- G. "Intended Decision" means a written notice that states the Firm to whom the Consortium intends to award a contract resulting from a solicitation and which establishes the period in which a notice of intent to protest may be timely filed. The Intended Decision is posted on the Leon County website and on the Public Notice board in the Leon County Purchasing Division.
- H. "Invitation to Negotiate" means a written solicitation that calls for responses to select one or more businesses with which to commence negotiations for the procurement of contractual services.
- I. "Manager" and "Consortium Manager" mean the Manager or Interim Manager of the Consortium, or his designee.

- J. "Plan Holder" or "Registered Plan Holder" means a firm, business, or individual who has either downloaded or requested a copy of the solicitation document from the Purchasing Director or the Leon County purchasing website.
- K. "Purchasing Director" means the Leon County employee duly authorized to enter into and administer contracts and make written determinations with respect thereto under the terms of the purchasing policies of the Board of County Commissioners of Leon County.
- L. "RESTORE Act" means the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 adopted by the United States Congress in Public Law 112-141 and signed by the President.
- M. "State Expenditure Plan" means the Florida Plan required by the RESTORE Act to be developed by the Gulf Consortium and submitted for approval to the Gulf Coast Ecosystem Restoration Council for funding projects, programs and activities that will improve the ecosystems or economy of the Gulf Coast Region.

III. PROCUREMENT INSTRUCTIONS.

- A. RESPONSE SUBMITTAL, FORMAT AND DEADLINE. Firms should prepare replies to provide a straightforward, concise description of the firm's ability to meet the ITN's requirements and to allow the Consortium to properly evaluate the firm's response Each response shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITN. **Responses are to be submitted bound by binder clips only.** No manner of plastic, comb or wire bindings, three ring binders, or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. In order to expedite the evaluation of responses, it is essential that Respondent follow the format and instructions contained in the Response Submission Requirements (Section IV).

- 1. Responses must be received by the date, time, and location specified in the Schedule of Events to be considered.
- 2. The response to the ITN should be submitted in a sealed envelope/package addressed in the following manner:

ITN Number
Leon County Purchasing Division
1800-3 N. Blair Stone Road
Tallahassee, FL 32308

- B. SCHEDULE OF EVENTS. Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County, on behalf of the Consortium, reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Plan Holders and other interested persons and parties to review the Leon County Purchasing Division's website to stay informed of the Schedule of Events, addenda to the ITN, and public meetings.** The website addresses follow:

Addenda: <http://cms.leoncountyfl.gov/SolicitationsOnline>

Public Meetings: <http://www.leoncountyfl.gov/Purchasing/PublicMeetingNotices>

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
April 18, 2014	Release of the ITN
Not later than: May, 2, 2014 at 5:00 p.m.	DEADLINE FOR PRE-PROPOSAL MEETING QUESTIONS: Date and time by which Pre-Proposal Meeting questions must be received by Leon County
May 8, 2014 at 10:00 a.m.	PRE-PROPOSAL MEETING: Date and time the MANDATORY Pre-Proposal Meeting will be held in the Leon County Board of County Commission Chambers, located on the 5 th floor of the Leon County Courthouse at 301 S. Monroe Street, Tallahassee, Florida 32301. This will be a public meeting that the public is invited to attend.
Not later than: May, 14, 2014 at 5:00 p.m.	QUESTIONS/INQUIRIES DEADLINE: Date and time by which written questions and inquiries regarding the ITN must be received by the Leon County Purchasing Division via e-mail submittal to Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov Firms are requested to send the e-mail to both representatives.
Not later than: June 17, 2014 at 2:00 p.m.	OPENING DATE: Date and time by which Responses must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
December 2014	Anticipated Date of Consortium Board of Directors consideration of Evaluation Team recommendation

- C. **PRE-PROPOSAL MEETING.** A Pre-Proposal Meeting will be held at the date, time and location identified in the Schedule of Events. Respondent's attendance at the Pre-Proposal Meeting is **MANDATORY**. The Pre-Proposal Meeting will be a public meeting that the public is invited to attend either physically in person, or by dialing into an audio conference, at their option. Instructions for conferencing in will be provided as part of the public meeting notice, which will be posted on the website listed above for public meetings no less than 72 hours in advance of the Pre-Proposal Meeting. **All questions of Firms to be discussed at the Pre-Proposal meeting must be submitted in writing by the deadline identified in the Schedule of Events as the Deadline for Pre-Proposal Meeting Questions. Such questions shall be e-mailed to:** Shelly Kelley at kelleys@leoncountyfl.gov and Don Tobin at tobind@leoncountyfl.gov.

The purpose of the Pre-Proposal Meeting is to provide a forum to answer questions concerning the ITN, instructions for submitting Responses, and other relevant issues. To the extent that any discussions or questions at the Pre-Proposal Meeting require, in Leon County's opinion, official additions, deletions, or clarifications of the ITN, Leon County will issue a written summary of questions and answers or an addendum to this ITN as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting, will be binding on Leon County or the Consortium. The Firms will be instructed to direct all questions after the meeting to Leon County Purchasing Division.

During and after the Pre-Proposal Meeting, it is the responsibility of the Purchasing Division to ensure that Registered Plan Holders develop their Response with the same information. If a Registered Plan Holder receives information from Leon County relating to the ITN prior to the

information cutoff date, Leon County will ensure that all Registered Plan Holders receive the same information in a timely fashion.

- D. SPECIAL ACCOMMODATION. Any person requiring a special accommodation at a Pre-Proposal Conference or ITN opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or ITN opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
- E. INFORMATION, COMMUNICATION, AND ADDENDA. Any questions concerning the ITN process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Shelly W. Kelley and Don Tobin at (850) 606-1600; FAX (850) 606-1601; or e-mail at kelleys@leoncountyfl.gov and tobind@leoncountyfl.gov. **Firms are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Firm shall examine the ITN documents carefully. No later than thirty days prior to the date for receipt of proposals, the Firm shall make a written request to the Purchasing Director for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The Consortium will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee or Consortium representative prior to the opening of proposals. Only those communications which are in writing from the Purchasing Director may be considered as a duly authorized expression on the behalf of the County and Consortium. Also, only communications from a Firm which are in writing and signed will be recognized by the County and Consortium as duly authorized expressions on behalf of a Firm.

- F. PROHIBITED COMMUNICATIONS. All forms of communication, except for written communication with the Purchasing Division requesting clarifications or questions, shall be prohibited regarding this ITN between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 2. A County Commissioner or Commissioner's staff, or a county employee authorized to act on behalf of the Commission; a Director, Alternate, or Ex-official Member of the Gulf Consortium Board of Directors, the Consortium Manager or General Counsel or any employee of the Manager or General Counsel; or a member of the Evaluation Team or Negotiation Team.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication restriction shall be in effect commencing as of the release of the ITN and terminate at the time the Consortium awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before the Evaluation Teams, contract negotiations during any public meetings, presentations made to the Consortium, and protest hearings. Further,

the provisions of this section shall not apply to contract negotiations between the Consortium Manager and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and the Consortium Manager.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

- G. FIRM/VENDOR REGISTRATION. Firms who obtain solicitation documents from sources other than the Leon County Purchasing Division or DemandStar.com MUST officially register with the County Purchasing Division in order to be placed on the Registered Plan Holders list for the solicitation. This list is used for communications from the County to prospective Firms. Also, Firms should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document. Failure to register as a prospective Firm through the Purchasing Division or online through DemandStar.com may cause a firm's submittal to be rejected as non-responsive.

As a convenience to firms, Leon County has made available via the internet lists of all Registered Plan Holders for each invitation to bid, invitation to negotiate, or request for proposals. The information is available on-line at <http://cms.leoncountyfl.gov/SolicitationsOnline> by simply clicking the plan holder link at the bottom of the respective solicitation page. A listing of the registered firms with their telephone and fax numbers is designed to assist Firms in preparation of their responses.

- H. RECEIPT AND OPENING OF FIRM/VENDOR RESPONSES. Firm responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received Responses will be made public and will be posted on the Purchasing Division website at: <http://cms.leoncountyfl.gov/SolicitationsOnline>. A firm may request, in their submittal, a copy of the tabulation sheet to be mailed in a firm provided, stamped self-addressed envelope for their record.

Responses to the ITN received prior to the time of opening will be secured unopened. The Leon County Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no responses received thereafter will be considered. The Purchasing Agent will not be responsible for the premature opening of a response not properly addressed and identified by Response number on the outside of the envelope/package.

- I. PUBLIC RECORDS. Sealed bids, proposals, responses, replies and Invitations to Negotiate received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.
- J. TIMELY DELIVERY. It is the Firm's responsibility to assure that the response is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE." Late responses may be returned unopened to the firm.
- K. PREPARATION COSTS. The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- L. INTERVIEWS. Firms responding to this ITN must be available for interviews by the Evaluation Team.

- M. PREPARATION AND CHANGES. Response must be typed or printed in ink. All corrections made by the Firm prior to the opening must be initialed and dated by the Firm. No changes or corrections will be allowed after responses are opened.
- N. RESERVATION OF RIGHTS. The County and the Consortium reserves the right to reject any and all responses, in whole or in part, when such rejection is in the best interest of the County. Further, the County and the Consortium reserves the right to withdraw this solicitation at any time prior to final award of contract.
- O. PUBLIC ENTITY CRIMES STATEMENT. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.
- P. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- Q. LICENSES AND REGISTRATIONS. The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the response being determined as non-responsive.

- R. ADDENDA TO SPECIFICATIONS. If any addenda are issued after the initial ITN is released, the County will post the addenda on the Leon County website at <http://cms.leoncountyfl.gov/SolicitationsOnline>. It is the responsibility of the Firm prior to submission of any response to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

- S. UNAUTHORIZED ALIENS. The Contractor must agree that an unauthorized alien shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The Consortium shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Consortium. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."
- T. AGREEMENT. After the solicitation award, the Consortium will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this solicitation. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of the Consortium of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the solicitation specifications.

- U. AWARD OF ITN AND PROTEST. The response will be awarded as soon as possible to the responsive, responsible respondent who rank highest in the evaluation process, unless otherwise stated elsewhere. The Consortium reserves the right to waive any informality in responses and to award a proposal in whole or in part when either or both conditions are in the best interest of the Gulf Consortium.
1. Notice of the Intended Decision will be posted on the Leon County website at: <http://cms.leoncountyfl.gov/SolicitationsOnline> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the Intended Decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Any bid award recommendation may be protested on the grounds of irregularities in the specifications, solicitation procedure, or the evaluation of the solicitation. Such notice of intent of solicitation protest shall be made in writing to the Purchasing Director, 1800-3 Blair Stone Road, Tallahassee, Florida 32308.
 2. A Protestor shall file a formal written bid protest within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. The Firm shall be responsible for inquiring as to any and all award recommendation and postings.
 3. Should concerns or discrepancies arise during the solicitation process, Firms are encouraged to contact the Purchasing Division prior to the scheduled solicitation opening. Such matters will addressed and remedied if necessary prior to a solicitation opening or award whenever practically possible. Firms are not to contact departments or divisions regarding the Firm's complaint.

V. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES.

1. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise.

Each Respondent is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available.

2. Equal Opportunity/Affirmative Action Requirements.

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies of the Firm in effect at the time of submission.

W. INSURANCE.

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Respondent shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees

meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. ***Waiver of Subrogation in lieu of Additional Insured is required.***

- d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the Consortium a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)-year period.

2. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Consortium. At the option of the Consortium, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Consortium, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages. The Consortium is to be named as Additional Insured.
 1. The Consortium, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the Consortium, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the Consortium, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Consortium, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the Consortium.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Consortium, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Companies issuing the insurance policy, or policies, shall have no recourse against the Consortium for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Consortium.

4. Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage.

Contractor shall furnish the Consortium with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The Consortium reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

X. TRAVEL EXPENSES.

Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the Consortium on a cost reimbursement basis must receive prior approval from the Consortium Manager. If approved, travel expenses will be reimbursed in accordance with the Consortium Travel Policy pursuant to Section 112.061, Florida Statutes.

Y. ETHICAL BUSINESS PRACTICES.

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination,

claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

2. Gratuities. It shall be unethical for any person to offer, give, or agree to give any Consortium representative, or for any Consortium representative to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
 3. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 4. The Consortium reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Consortium may deny award or cancel the contract if it determines that unethical business practices were involved.
- Z. PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the successful Firm(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to solicit any or all of the items or services independently.
- AA. ERRORS AND OMISSIONS. Neither the County and its representatives nor the Consortium and its representatives shall be responsible for any errors or omission in the ITN. Due care and diligence has been exercised in the preparation of this ITN, and all information contained herein is believed to be substantially correct.

IV. SCOPE OF SERVICES

The Gulf Consortium seeks to hire a consultant to provide assistance in the preparation of Florida's State Expenditure Plan required by the RESTORE Act. The scope of services encompasses the broad range of activities outlined below.

A. DRAFT INITIAL STATE EXPENDITURE PLAN.

The Consultant will develop a Draft Initial State Expenditure Plan (SEP) that meets the requirements of the RESTORE Act, the U.S. Department of Treasury's Rule concerning the investment and use of amounts deposited in the Gulf Coast Restoration Trust Fund (31 CFR Part 34) and the Gulf Coast Ecosystem Restoration Council's Regulation, which the Consortium can submit to the Governor and, in turn, to the Council for the purpose of securing federal funds from the RESTORE Act Trust Fund for the further development and implementation of a Draft Final State

Expenditure Plan. The Draft Initial SEP will not be focused on specific projects, programs and activities. It will include the following components, at a minimum:

1. A strategy for developing, refining and articulating the goals and objectives of the SEP, including both short and long-term outcomes.
2. A strategy for the logical and appropriate grouping of projects, programs and activities for the Consortium's consideration for inclusion in the Draft Final SEP.
3. A process for the development of evaluation criteria by which submitted projects, programs and activities will be evaluated and ranked.
4. A detailed timeline for the activities required for the development of the Draft Final State Expenditure Plan.
5. An estimate of all resources necessary for the development of the Draft Final SEP including, but not limited to:
 - a. All costs to the Consortium
 - b. Amount and type of staffing to be provided by the Firm

Deliverable. The Consultant shall deliver a Draft Initial State Expenditure Plan to the Consortium within 90 days after the execution of an agreement for services with the Consortium.

B. DRAFT FINAL STATE EXPENDITURE PLAN.

After the Draft Initial State Expenditure Plan has been submitted to the Governor and, in turn, to the Council and approved by the Council, the Consultant shall develop a Draft Final State Expenditure Plan that considers and includes at a minimum:

1. **Existing Plans.** An inventory, compilation, and summary of Florida's Gulf Coast existing community, stakeholder and government plans and programs addressing projects eligible for RESTORE Act funds, including the plans being developed by The Nature Conservancy and the existing National Estuary Plans.
2. **Information Gaps.** The identification and list of any data gaps and issues requiring additional technical analysis including timeframes to complete that analysis.
3. **Law.** A list and compilation of federal and state law regarding planning and project implementation requirements and a strategy for compliance including, but not limited to:
 - a. Florida's Public Records and Open Meetings Laws
 - b. National Environmental Policy Act
 - c. Clean Water Act
 - d. Council Comprehensive Plan and Regulation
 - e. United States Department of Treasury Rule regarding the RESTORE Act
 - f. Chapter 373, Florida Statutes
4. **Project Management Process.** The design and creation of a project solicitation and management process and data base, including the development of on-line forms and systems for project application, review, public comment and tracking that can be updated to be consistent with funding decisions by any funding source. The Consultant will develop the project format in consultation with the Florida Department of Environmental Protection (FDEP). The format must include precise Geographic Information System (GIS)

location information for mapping purposes and provide an ability to evaluate the submittals with various GIS applications. This task requires the creation of a database of all projects, programs and activities in Florida contemplated or undertaken with any RESTORE Act funds.

5. **Strategy.** A strategy for a regional watershed planning or other appropriate method for grouping projects, programs, and activities that can guide SEP development consistent with the goals and objectives of the Council's Initial Comprehensive Plan and other requirements of law.
6. **Feasibility.** An analysis of the feasibility of nominated projects and their projected benefits, including an analysis of the projects' return on investment of RESTORE Act Funds.
7. **Cost.** The amount of funding for each project, program and activity.
8. **Timeframe.** The proposed start and completion date for each project, program and activity including any necessary phasing, sequencing or relationships between projects.
9. **Science.** A method to determine how best available science was used for each natural resource or restoration project, program and activity.
10. **Eligibility** A method to confirm that each project, program and activity is an eligible activity under the RESTORE Act.
 - a. A method to confirm that each project, program and activity does not exceed the 25 percent limit for infrastructure **OR** a method to document an exception as allowed by the RESTORE Act.
 - b. A method to determine that the project, program or activity falls within the geographic scope of the RESTORE Act and Rule and Regulation.
11. **Consistency.** A spreadsheet matrix, or other appropriate tool, for demonstrating projects, programs and activities are consistent with the Goals and Objectives of the Gulf Coast Ecosystem Restoration Council's Comprehensive Plan.
12. **Evaluation Criteria.** Development of metrics and evaluation criteria that will be used in individual project, program and activity evaluation and ranking.
13. **Return on Investment.** A method to estimate and the performance of a calculation to determine the amount that each project, program and activity contributes to the overall economic or ecosystem recovery of the Gulf Coast.
14. **Collaborative Funding.** A description of funding and leveraging collaborations, partnering or other matching funds from NRDA, NFWF, and other RESTORE Act funds that may greatly enhance a particular project, program or activity.
15. **Public Engagement.** A public involvement plan that includes:
 - a. A strategy for robust public engagement that ensures the public's right to know and public participation in the nomination and selection process for projects, activities and programs included in the State Expenditure Plan.

- b. A strategy and system that keeps local, state, and federal governments involved and informed throughout the decision making, project selection and plan development process.

16. Memorandum of Understanding. A strategy for a Consortium project selection process that includes Florida Department of Environmental Protection Coordinated Review and compliance with the Memorandum of Understanding (MOU) between Florida's Governor and the Gulf Consortium.

Deliverable: The Consultant shall deliver a Draft Final State Expenditure Plan to the Consortium with recommendations.

C. DRAFT FINAL STATE EXPENDITURE PLAN, REVISION, APPROVAL AND SUBMISSION.

- a. The Consultant will participate in the formal, public process of approval of the State Expenditure Plan by the Gulf Consortium and the Governor of Florida. The Consultant will incorporate revisions to the Draft Final State Expenditure Plan as directed by Gulf Consortium, the FDEP Coordinated Review process and the Governor to finalize the SEP Plan to be submitted to the Council for consideration.
- b. The Consultant shall remain available to provide services to amend the SEP as circumstances and funding require in accordance with the Consortium's direction for re-submission to the Governor and ultimately to the Council.

Deliverables: Final State Expenditure Plan submitted to the Council and any revisions thereto.

V. **REQUIRED SUBMITTALS**

One ORIGINAL, five (5) copies and one electronic copy of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of the reply must be clearly marked "Original" on its face and must contain an original, non-electronic signature of an authorized representative of the responding vendor (firm or individual)**, all other copies may be photocopies and should be printed double-sided. The contents of the response of the successful Firm will become part of the contractual obligations.

Each Applicant shall provide the following information using the same numbering/lettering scheme as the format below. The overall page limitation is 100 pages. The Executive Summary requirements in Subsection V(A) shall not exceed 10 pages. The remainder of the submittals required in Section V, Subsections (B) through (G), shall not exceed 90 pages.

A. TAB A - EXECUTIVE SUMMARY: NO MORE THAN 10 PAGES.

The Executive Summary shall consist of a narrative synopsis of the firm's method of delivering the required services in compliance with the requirements and scope of services outlined in this ITN. The synopsis shall contain sufficient detail addressing all elements of the required service delivery and shall be prepared in such a manner that will clearly indicate the Firm's understanding of the Scope of Services, and intent to comply with, the requirements set forth in this ITN. It is contemplated that the Executive Summary will be provided to the Consortium Directors, Alternates and Ex-officio Members at the conclusion of the initial ITN in conjunction with the list and ranking of responsive firms. Tab A shall also contain the following information:

1. Firm name or Joint Venture, business address and office location, telephone number and website address.
2. If a joint venture, list participating firms and outline specific areas of responsibility (including, for example, administrative, technical, and financial) of each firm.
3. Address of the office that is to perform the work.
4. Federal Identification Tax Number or Social Security Number.

B. TAB B - STRATEGY/STRATEGIES FOR PLAN DEVELOPMENT.

Tab B must describe a method for developing a State Expenditure Plan using the requirements of the Gulf Coast Ecosystem Restoration Council and the RESTORE Act. Included in this part should be a description of the components of an initial grant request to the Gulf Coast Ecosystem Restoration Council for SEP Development.

C. TAB C - PROJECT NOMINATION PROCESS.

Tab C should describe how the Firm proposes to address the project nomination process, including systems for project applications, review, and tracking that can be updated with current funding decisions by any funding source.

D. TAB D - PROJECT EVALUATION PROCESS.

Tab D should describe how the Firm proposes to address the project evaluation process, including metrics and evaluation criteria it proposes to be used in evaluation and ranking.

E. TAB E - PUBLIC INVOLVEMENT PLAN.

Tab E should describe the Firm's proposed plan and methods for enhancing public involvement.

F. TAB F – QUALIFICATIONS, EXPERIENCE AND REFERENCES OF PROPOSER AND TEAM.

Tab F should include a description of the Firm's qualifications and experience in developing complex, long-range plans like the State Expenditure Plan.

1. List the projects which are similar in nature to the services described in the Scope of Services that best illustrate the experience of the firm and current staff to be assigned to this project. List no more than 10 projects and do not include projects that were completed more than ten years ago.
 - a. Name, location, and brief description of the project
 - b. The nature of the firm's responsibility on this project
 - c. Project user agency's representative name, address, phone number and/or email
 - d. Date project was completed or is anticipated to be completed
 - e. Fee received by the Firm for this project
 - f. Provide a web link to one or more examples of plans completed under these projects.

2. Give brief resume/synopsis of the key persons to be assigned to the project including but, not limited to:
 - a. Name & title
 - b. How many years with this firm and with other firms
 - c. Experience
 - 1) Types of projects
 - 2) Size of projects (dollar value and scope of project)
 - 3) What was the specific project involvement?
 - d. Education
 - e. Other experience and qualifications that are relevant to this project
3. List subcontractors/team members anticipated to be used on this project. When listing subcontractors/team members, give the respective specialty of the firm.
4. List three references for the firm using the specified form. Include a contact name, title, physical address, web site, and phone number for each reference.

G. TAB G - COST PROPOSAL.

Describe the anticipated cost to the Consortium for performing the Scope of Services, including the individual cost components and pricing methodology.

- H. REQUIRED FORMS. Complete and submit the following included forms: Proposal Response Cover Sheet; Insurance Certification Form; Equal Opportunity/Affirmative Action Statement; Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws.

VI. SELECTION PROCESS

- A. EVALUATION TEAM MEETINGS. The Consortium Manager shall appoint an Evaluation Team who will review and evaluate all responses received on time.

Meetings of Evaluation Team subsequent to the opening of the solicitation shall be subject to state law regarding public meeting requirements, including, but not limited to, those regarding a meeting at which a negotiation with a firm is conducted pursuant to a competitive solicitation, at which a firm makes an oral presentation as a part of the competitive solicitation, or at which a firm answers questions as a part of a competitive solicitation.

Notice of all meetings shall be posted on the Leon County Purchasing Division website at: www.leoncountyfl.gov/Purchasing/notices/index.asp and in the Leon County Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

- B. STEPS IN THE EVALUATION PROCESS. The Evaluation Team will proceed with its selection process as follows:

The Consortium reserves the right to negotiate concurrently or separately with competing firms, as set out below. The participating firms should be cognizant of the fact that the Consortium reserves the right to finalize the negotiation process at any time in the proposed process that the Consortium determines such selection would be in the best interest of the Consortium.

- Step 1 Interested firms must submit their response to this solicitation to Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308 at the time and date specified in the Calendar of Events.
- Step 2 The Evaluation Team will evaluate the replies received timely with the intention of selecting the best-qualified firms to proceed to Step 3 and participate in the Competitive Negotiations. The "short-list" selection will be posted as stated herein.
- Step 3 Each short listed Firm will each be asked to provide an oral presentation of the Firm's capabilities and participate in a question/answer session on the requested services. The meeting will be used to share information, exchange innovative ideas, clarify concepts, and improve understanding about the Consortium's needs, expectations, and the capabilities of the Firm. The Evaluation Team will participate in each presentation.
- Step 4 Following the presentations by all the short listed Firms, the Evaluation Team will revise the Scope of Services, as necessary, to eliminate unnecessary requirements and incorporate innovative ideas and approaches that the Evaluation Team believes would benefit the Consortium.
- Step 5 The Consortium Board of Directors shall consider a revised Scope of Services to be included in a Request for Best and Final Offer (RBAFO).
- Step 6 All participating short listed firms will be sent the RBAFO which includes, at a minimum, a revised Scope of Services and Pricing Options. The firm's Best and Final Offer (BAFO) shall contain the best pricing option the Firm is prepared to offer; however, after submission of Best and Final Offers, the Consortium reserves the right to clarify any element of required service delivery or further negotiate pricing with a single or all qualified Firms prior to final award.
- Step 7 The Evaluation Team will complete a written summary evaluation of each Firm's approach, capabilities, and price proposal.
- Step 8 The Evaluation Team will review the summary evaluations and rank the firms, in order of preference, based upon their approach and capabilities may repeat steps 3 through 6 as necessary.
- Step 9 The Consortium Board of Directors shall consider the highest firms on the ranked list.
- Step 10 The ranking will be posed as stated herein, stating the Consortium's intent to negotiate and award a contract to the first-ranked firm until an acceptable contract price is established or it is determined an acceptable agreement cannot be achieved with such firm.

If the Manager is unable to negotiate a satisfactory contract with the first-ranked firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The Manager shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Manager shall terminate negotiations. The Manager shall then undertake negotiations with the third most qualified firm. Should the Consortium be unable to negotiate a satisfactory contract with any of the selected firms, the Manager or Consortium Board of Directors may select additional firms to continue negotiations.

The Manager's recommendation of an acceptable negotiated contract will be presented to the Gulf Consortium for approval and execution.

- C. EVALUATION CRITERIA. Initial Proposals will be evaluated and ranked on the basis of the following considerations:

Evaluation Criteria	Maximum Points*
a. Strategy for Plan Development	30
b. Project Nomination Process	20
c. Project Evaluation Process	10
d. Public Involvement Plan	10
e. Qualifications, Experience and References of Firm	25
f. Cost Proposal	5
g. Maximum Points Allowed	100
*Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria	

- D. ORDINAL SCORING.

Each response will be reviewed by the Evaluation Team. Each of the evaluators will work independently using the evaluation criteria above. Each Team member will use the total point scores to rank the responses (i.e. highest point total = 1, 2nd highest = 2). The Purchasing Director will calculate an average rank for each response, combining all rankings of the reviewers, and present them to the Evaluation Team, without accompanying respondent names, who will then determine the recommended short list of firms to participate in oral discussions for the BAFO.

For example:

<u>Firm</u>	<u>Raw Points Received</u>	<u>Rank</u>
Company A	200	2
Company B	210	1
Company C	180	3.5*
Company D	175	5
Company E	180	3.5*

*In the event that multiple firms have the same raw point score point, the rank positions needed to cover those firms are averaged and each firm receives that rank. In this case the third and fourth ranks are tied at 180 raw points, so 3 + 4 = 7; 7 divided by 2 = 3.5. Each of the tied firms receives a rank of 3.5.

VII. CONTRACT PROVISIONS

Attachment A provides a Draft Agreement in which definitions, Contractor responsibilities, payment terms, and other terms and conditions are more fully detailed. Proposers are responsible for using due diligence to become fully acquainted with the requirements of the Draft Agreement.

NOTE: Prior to contract execution, the successful Contractor shall provide:

- A. EMPLOYMENT ELIGIBILITY VERIFICATION USING THE FEDERAL E-VERIFY PROGRAM
- B. PERFORMANCE BOND
- C. PROOF OF INSURANCE

ITN RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for the Firm's response to the Invitation to Negotiate. Failure to submit this form may result in the response being determined non-responsive.

The Gulf Consortium, reserves the right to accept or reject any or all bids in the best interest of the Consortium.

Shelly W. Kelley, Leon County Purchasing Director

Christopher L. Holley, Interim Manager
Gulf Consortium

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

The Gulf Consortium will not intentionally award Gulf Consortium contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

The Gulf Consortium may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Gulf Consortium.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of _____

(Type of identification) My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***THE GULF CONSORTIUM RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____

in response to the Request for Proposals for:

The Development of a State Expenditure Plan for the Spill Impact Component of the RESTORE Act, and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and, no attempt has been made nor will be made by the responder to induce any other person for Firm to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that the Gulf Consortium relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this ____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned firm/vendor in accordance with Florida Statute 287.087 hereby certifies that:

(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, and 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 response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/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 (Florida Statutes) 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 abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Responder's Signature

Date

**ATTACHMENT A
DRAFT AGREEMENT**

THIS AGREEMENT, by and between THE GULF CONSORTIUM, which is established pursuant to the Interlocal Agreement Relating to Establishment of the Gulf Consortium, hereinafter referred to as the "Consortium" and XXXXXXXXXX, hereinafter referred to as the "Contractor."

WHEREAS, the Consortium has determined that it would be in the best interest of the citizens of Florida, that the Consortium be able to utilize the services of private persons when such services cannot be reasonably provided by the Consortium; and

WHEREAS, the Consortium has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the Consortium: and

WHEREAS, in order to secure the lowest cost and the highest quality for these services, the Consortium has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the Consortium the following services related to the development of a state expenditure plan for the Consortium in accordance with: 1) Invitation to Negotiate for the development of a state expenditure plan for implementation of the oil spill impact funding program of the 2012 RESTORE Act for the Gulf Consortium, Bid# BC-00-00-14-00 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the Consortium Manager or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of the Gulf Consortium of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME:

The Agreement shall be for a period of two years, commencing on _____, 20__ , and shall continue until _____, 20__ . After the initial two year period, at the sole option of the Consortium, this Agreement may be extended for no more than two additional one year periods. Such one year extensions will be automatic unless the Consortium provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the Consortium according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

OR

for a total sum of \$_____ on completion of the work and acceptance as satisfactory.

5. PAYMENTS

The Consortium shall make such payments within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The Consortium Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

C. Notices to the Contractor are to be submitted to:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

D. Invoices are to be submitted to:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

E. Proper form for an invoice is a numbered invoice document with date of invoice; reference of the Consortium contract number; itemized listing of all goods and services being billed with unit prices and extended pricing; firm's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the contact identified above and delivered to that address.

F. Payment Dispute Resolution: Section 15 of the Gulf Consortium Purchasing Policy for State Expenditure Plan Consultant details the policy and procedures for payment disputes under the contract.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of the Gulf Consortium.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Consortium. At the option of the Consortium, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Consortium, its officers, officials, employees and volunteers; or the Consortium shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (the Consortium is to be named as Additional Insured).
 - a. The Consortium, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the Consortium, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Consortium, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Consortium, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Consortium, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be

suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Consortium.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the Consortium with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Consortium before work commences. The Consortium reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the Consortium nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the Consortium.

12. PERFORMANCE BOND

A Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the successful Contractor prior to contract execution.

The Performance Bond shall provide that, in the event of non-performance on the part of the Contractor, the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The performance bond must contain a clause stating the following:

"In the event of non-performance on the part of the Contractor, this performance bond can be presented for honor and acceptance at _____ (address) _____, which is located in Tallahassee, Florida."

13. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the Consortium and Leon County, their officials, officers, representatives, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The Consortium may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County and the Consortium.

14. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Consortium under this Agreement.
- b. To the extent the Contractor is performing services on behalf of the Consortium, the Contractor must:
 - (i) Keep and maintain public records that ordinarily and necessarily would be required by the Consortium in order to perform the service;
 - (ii) Provide the public with access to public records on the same terms and conditions that the Consortium would provide the records and at a cost that not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - (iv) Meet all requirements for retaining public records and transfer, at no cost, to the Consortium all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Consortium in a format that is compatible with the Consortium's information technology systems.
- c. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- d. Upon completion or termination of the Agreement and at the request of the Consortium, the Contractor will cooperate with the Consortium to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in this Section.
- e. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Consortium.
- f. Persons duly authorized by the Consortium and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- g. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

15. MONITORING

To permit persons duly authorized by the Consortium to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the Consortium of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the Consortium will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the Consortium within the specified period of time set

forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Consortium, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the Consortium; and (3) the termination of this Agreement for cause.

16. TERMINATION

The Gulf Consortium may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The Consortium shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the Consortium, the Contractor is unable to perform its obligations hereunder, or if in the Consortium's opinion, the services being provided are not satisfactory. In such case, the Consortium may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

17. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the Consortium with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by the Gulf Consortium.

18. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Consortium shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Consortium.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

- a. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Consortium, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- b. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- c. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

- 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- d. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Consortium or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- e. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Consortium may treat a failure to comply as a material breach of the contract.

20. NON-WAIVER

Failure by the Consortium to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the Consortium by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the Consortium for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Consortium or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

22. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the Consortium.

23. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

24. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

25. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A – Invitation to Negotiate # GC-06-17-14-33

Exhibit B –

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

GULF CONSORTIUM

By: _____

Date: _____

SECRETARY/TREASURER:

By: _____

Date: _____

Approved as to Form:
Gulf Consortium Attorney

BY: _____
Sarah M. Bleakley

<Insert Firm Name>

By: _____
President or designee

Title: _____

Date: _____

