



**Gulf Consortium Board of Directors Agenda
December 2, 2016, 10:00 a.m. Eastern
Hilton Orlando Buena Vista Palace
Great Hall North
1900 E. Buena Vista Drive
Orlando, Orange County, Florida
Dial-In Number: 1-888-670-3525
Participant Passcode: 998 449 5298#**

1. Call to Order
2. Pledge
3. Public Comment
4. Opening Remarks
5. Approval of September 13, 2016 Minutes
6. SEP Project Management Report on Work Order 4B - Compile Preliminary Project List (Phase II)
 Doug Robison
 Environmental Science Associates
7. Approve Work Order 6 - Map the Preliminary Project List and Perform Gaps Analysis
 Doug Robison
 Environmental Science Associates
8. Planning Grant Update
 - 8.1 Grant Management and Administration Report
 Lisa King/Mike Langton
 Langton Consulting
 - 8.2 Analysis of Work Orders Approved and Planning Grant Amount
 Ginger Delegal
 Interim Manager



9. Gulf Consortium Permanent Manager
 - 9.1 Approve Amendment to Purchasing Policy for Management Services, Second Amendment to Resolution 2015-01
 - 9.2 Approve RFP for Management Services and Appointment of Evaluation Team
10. Approval and Adoption of the Consortium 2017 Meeting Calendar
11. 2017 Officer Elections Briefing
12. Interim Manager Report
13. General Counsel Report
 - 13.1 Approve Extension of Interlocal Agreement with Leon County for Procurement Services
 - 13.2 Discussion of Legal Issues Related to Bonding Pot 3 RESTORE Payments
14. New Business
15. Public Comment
16. Adjourn

Gulf Consortium Directors, Alternates and Governor's Appointees 2016

County	Director and Alternate
Bay	Commissioner Guy Tunnell, Director; Commissioner Philip Griffiths, Alternate
Charlotte	Commissioner Christopher Constance, Director; Comm Tricia Duffy, Alternate
Citrus	Commissioner Scott Adams, Director; Ken Cheek, Water Resources Director
Collier	Commissioner Tom Henning, Director; Commissioner Donna Fiala, Alternate; Director Gary McAlpin, 2nd Alternate
Dixie	Tim Alexander, County Administrator/Director of Emergency Management
Escambia	Commissioner Grover Robinson, Director; Commissioner Doug Underhill, Alternate
Franklin	Commissioner Cheryl Sanders, Director; Restore Council Coordinator, Alan Pierce, Alternate
Gulf	Warren Yeager, Director; County Administrator Donald Butler, Alternate
Hernando	Commissioner Wayne Dukes, Director; County Administrator Len Sossamon, Alternate
Hillsborough	Commissioner Les Miller, Director; Commissioner Ken Hagan, Alternate
Jefferson	Commissioner Betsy Barfield, Director; County Coordinator Parrish Barwick, Alternate
Lee	Commissioner John Manning, Director; Comm Larry Kiker, Alternate; Kurt Harclerode, 2nd Alternate
Levy	Commissioner John Meeks, Director; County Coordinator Tisha Whitehurst, Restore/Grants Coordinator, Alternate
Manatee	Commissioner Carol Whitmore, Director; Charlie Hunsicker, Natural Resources Dept., Alternate
Monroe	Commissioner George Neugent, Director; Comm David Rice, Alternate
Okaloosa	Commissioner Carolyn Ketchel, Director; Commissioner Kelly Windes, Alternate
Pasco	Commissioner Jack Mariano, Director; Comm Mike Wells, Alternate
Pinellas	Commissioner John Morroni, Director; Coastal Manager Andy Squires, Alternate
Santa Rosa	Commissioner Rob Williamson, Director; Commissioner Lane Lynchard, Alternate
Sarasota	Commissioner Charles Hines, Director; Laird Wreford, Natural Resources Manager, Alternate
Taylor	Commissioner Jim Moody, Director; Dustin Hinkel, County Administrator, Alternate

**Gulf Consortium Directors, Alternates and Governor's Appointees
2016**

Wakulla	David Edwards, County Administrator, Director; Commissioner Ralph Thomas, Alternate
Walton	Commissioner Sara Comander, Director; Commissioner Cindy Meadows, Alternate
Governor's Appointees	Pam Anderson, Panama City; Peter Bos, Destin; Lino Maldonado, Niceville; Collier Merrill, Pensacola; Mike Sole, Tallahassee; Neal Wade, Panama City

Notice of Meeting/Workshop Hearing

OTHER AGENCIES AND ORGANIZATIONS

Gulf Consortium

The Gulf Consortium announces a public meeting, to which all persons are invited.

DATE AND TIME: Friday, December 2, 2016, 10:00 am, Eastern Time.

PLACE: Hilton Orlando Buena Vista Palace, 1900 E. Buena Vista Drive, Great Hall North, Orlando, Orange County, Florida.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Board of Directors of the Gulf Consortium will meet to discuss the progress of the state expenditure plan; progress of the planning grant; the Consortium's meeting calendar for 2017; the RFP for Manager Services for the Consortium; and, conduct other business.

A copy of the agenda may be obtained by contacting: Ginger Delegal at 850-922-4300 or gdelegal@fl-counties.com; or, see www.FACRestore.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Ginger Delegal at (850)922-4300 or gdelegal@fl-counties.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact Ginger Delegal at (850)922-4300 or gdelegal@fl-counties.com; or, see www.FACRestore.com.

AGENDA ITEM 5

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 5
Approval of September 13, 2016 Board of Directors Minutes**

Statement of Issue:

This agenda item proposes approval of the September 13, 2016 Board of Directors minutes.

Options:

- (1) Approve the September 13, 2016 minutes, as presented; or
- (2) Amend and then approve the September 13, 2016 minutes.

Recommendation:

Motion to approve the September 13, 2016 Board of Directors meeting minutes, as presented.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 18, 2016

Attachment:

Draft 9/13/16 Minutes

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Gulf Consortium Meeting
September 13, 2016, 3:00 p.m. (ET)
Hutchinson Island Marriott
Plantation Ballroom
555 NE Ocean Boulevard
Stuart, Martin County, Florida**

Board Members in Attendance: Jim Muller (Bay), Commissioner Chris Constance (Charlotte), Gary McAlpin (Collier), Commissioner Grover Robinson (Escambia), Commissioner Cheryl Sanders (Franklin), Warren Yeager (Gulf), Commissioner Wayne Dukes (Hernando), Elizabeth Cardenas (Hillsborough), Tisha Whitehurst (Levy), Commissioner John Meeks (Levy), Charlie Hunsicker (Manatee), Commissioner George Neugent (Monroe), Commissioner Kelly Windes (Okaloosa), Commissioner Charlie Justice (Pinellas), Commissioner Rob Williamson (Santa Rosa), Commissioner Charles Hines (Sarasota), David Edwards (Wakulla), Commissioner Sara Comander (Walton), Mike Sole and Lino Maldonado.

Agenda Item #1 – Call to Order

Commissioner Grover Robinson (Escambia) called the meeting to order at 3:01 pm (ET).

Agenda Item #3 – Public Comment

Jessica Koelsch – National Wildlife Federation
Len Sossamon – Hernando County Administrator

Agenda Item #5 – Approval of June 28, 2016 Minutes

Chairman Grover Robinson (Escambia) presented the minutes from the June 28, 2016 meeting of the Gulf Consortium. A motion to approve the minutes was presented by Commissioner George Neugent (Monroe) and seconded by Commissioner Rob Williamson (Santa Rosa). The motion passed unanimously.

ACTION: APPROVED

Agenda Item #6.1 – SEP Project Management Update: Work Order 4A Report and Recommendation

Chairman Grover Robinson (Escambia) recognized Doug Robison with ESA who gave a detailed presentation to the Board on work performed under Work Order 4A and the counties' responses to the project nomination form. Board discussion ensued and questions were posed and responded to by the consultant team. There was no action required on this agenda item as it was informational only.

Agenda Item #6.2 – SEP Project Management Update: Work Order 4B Presentation and Approval

Chairman Grover Robinson (Escambia) recognized Doug Robison with ESA who gave a detailed presentation to the Board on the importance and need for approving Work Order 4B, individual county visits, based on the responses received to the project nomination form. After lengthy Board discussion, a motion to approve Work Order 4B was made by David Edwards (Wakulla) and seconded by Commissioner John Meeks (Levy). The motion passed unanimously.

ACTION: APPROVED

Agenda Item #6.3 – SEP Project Management Update: Work Order 6 and Preview of Remaining 2016-17 Work Orders

Chairman Grover Robinson (Escambia) recognized Doug Robison with ESA who gave a detailed overview of Work Order 6 and the remaining 2016-17 work orders required to meet the July 1, 2018 SEP submission deadline. Board discussion ensued and questions were posed and responded to by the consultant team. There was no action required on this agenda item as it was informational only.

Agenda Item #7.1 - Planning Grant Update: Post Award Process/Procedure

Chairman Grover Robinson (Escambia) recognized Lisa King with Langton Associates who briefed the Board on process and procedure of the grant payment flow chart along with the responsibilities of the Consortium. There were no questions and no action was required on this item.

Agenda Item #7.2 - Planning Grant Update: Analysis of Work Orders Approved and Grant Award Amount

Chairman Grover Robinson (Escambia) recognized Ginger Delegal, Interim Manager, who gave a detailed overview of the work orders approved to date along with the amounts expended. Ms. Delegal also summarized the grant budget versus the Consortium approved budget. There were no questions and no action was required on this item.

Agenda Item #7.3 - Planning Grant Update: Presentation of Grants Management at SEP Implementation Stage

Chairman Grover Robinson (Escambia) recognized Lisa King with Langton Associates who gave a detailed presentation on grant management at the implementation stage of the State Expenditure Plan. Ms. King outlined two scenarios and informed the Board that the consultant team has sought guidance from the Restoration Council on best practices for allocation of funding for grant management for implementation grants. Board discussion ensued with questions posed to and responded by Ms. King. There was no action required on this agenda item.

Agenda Item #8 – Discussion of Consortium’s 2017 Regularly Scheduled Meeting Calendar and Locations

Chairman Grover Robinson (Escambia) recognized Ginger Delegal, Interim Manager, who gave a detailed overview of the agenda item and presented options to the Board regarding proposed meeting dates and locations. After a lengthy discussion by the Board, a motion was made by Commissioner Chris Constance (Charlotte) to approve the recommendation of the Executive Committee which was to align the Gulf Consortium meetings with FAC events, Wednesday through Friday, and for any stand-alone meetings required that the meetings be held in Hillsborough County and a facility located in the panhandle so long as it can accommodate video and telephonic access. The motion was seconded by Commissioner George Neugent (Monroe) and approved by the Board.

ACTION: APPROVED

Agenda Item #9 – Adoption of FY 2015/16 Budget Amendment

Chairman Grover Robinson (Escambia) recognized Ginger Delegal, Interim Manager, who gave a detailed overview of the agenda item and the need for the budget amendment due to planning grant application draw-downs. There were no questions or comments by the Board and a motion was made by Commissioner Chris Constance (Charlotte) to approve the FY 2015/16 Budget Amendment Request. The motion was seconded by Commissioner Rob Williams (Santa Rosa) and passed unanimously.

ACTION: APPROVED

Agenda Item # 10 – Adoption of Budget for FY 2016/17 Budget and Approval of County Allocations for FY 2016/17

Chairman Grover Robinson (Escambia) recognized Ginger Delegal, Interim Manager, who gave a detailed overview of the agenda item and the proposed FY 2016/2017 budget with two sources of revenue for the Consortium – county allocations and grant monies. There was no discussion or questions by the Board and a motion was made to adopt the FY 2016/17 budget and approve the county allocations for FY 2016/17 by Commissioner John Meeks (Levy) and seconded by Commissioner Chris Constance (Charlotte). The motion passed unanimously.

ACTION: APPROVED

Agenda Item #11 – Interim Manager Report

Ginger Delegal, Interim Manager, gave the Interim Manager Report to the Board which included a brief overview of staff activities since the June 28, 2016 Board meeting and action approved by the Executive Committee on extending the contract with Warren Averett for the FY 2015/16 independent audit of the Consortium. There were no questions or comments and no action was required on the agenda item.

Agenda Item #12 – General Counsel Report

Lynn Hoshihara, General Counsel, gave the General Counsel report to the Board which included a brief overview of the General Counsel's activities since the June 28, 2016 Board meeting. Ms. Hoshihara also introduced **Agenda Item 12.1**, the Second Amendment to the General Counsel Services contract between Nabors, Giblin & Nickerson and the Gulf Consortium. The second amendment specifically authorizes certain eligible legal services to be reimbursed from grant funding in addition to the Consortium county allocation funded budget. Ms. Hoshihara also provided an overview of the detailed billing provided to the Consortium since 2013. There was a brief Board discussion, after which, Commissioner Kelly Windes (Okaloosa) made a motion to approve the Second Amendment to the general counsel services contract. The motion was seconded by Commissioner George Neugent (Monroe) and passed unanimously.

ACTION: APPROVED

Agenda Item #13 – New Business

None.

Agenda Item #14 – Public Comment

Bryan Griffith.

Agenda Item #15 – Upcoming 2016 Meetings

The next meeting of the Consortium Board of Directors will be held on December 2, 2016 at 10:00 am ET at the Hilton Orlando Buena Vista Palace.

Agenda Item #16 – Adjournment

There being no further business, the Board adjourned at approximately 5:33 pm (ET).

Respectfully submitted,

Grover Robinson
Chairman

AGENDA ITEM 6

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 6
SEP Project Management Report on Work Order 4B - Compile Preliminary
Project List (Phase II)**

Background:

At its September 13, 2016 meeting the Gulf Consortium authorized the ESA consultant team to proceed with Work Order 4B. The objective of Work Order #4B is to complete the compilation of a preliminary project list for all 23 counties prior to the December 2, 2016 Gulf Consortium meeting. The scope of work for this Work Order includes the following sub-tasks:

- Schedule, plan and conduct consultations with each of the 23 counties;
- Compile, review, and summarize the complete preliminary project list; and
- Prepare and deliver a summary presentation at the December 2, 2016 Gulf Consortium meeting; and
- Preparing a summary Technical Memorandum to document the process.

The county consultations have involved half-day to full day meetings, including project site inspections where appropriate. Invited attendees at these meetings have included: the representative elected official serving on the Gulf Consortium; county engineering, public works, environmental, planning, and/or administrative staff; other county consultants, and non-government stakeholders. The discussions at each consultation were tailored to the specific needs of each county.

Status Update:

As of this writing, the ESA consultant team has met with 21 of the 23 counties. The remaining two meetings – with Collier County and Monroe County – will be completed the week of November 14, 2016. Summary observations from the meetings completed to date include the following:

- There is a wide range of projects, programs and activities being proposed by the counties.
- Environmental projects far outnumber economic projects.
- Water quality projects, especially septic to sewer conversions, are the most common project types proposed.
- Most projects being considered by the counties need further development and definition before they can be accurately described, assessed for feasibility, and accurately cost-estimated.

- Only a few proposed projects are truly shovel-ready.
- Many counties have expressed a strong interest in utilizing planning grant funds for conceptual design and feasibility studies to further develop and defined their projects.
- Most counties have stated that the 15-year payout creates major challenges in identifying suitable projects, and have indicated that if the payout were over a shorter time period (e.g., 5 years), they would propose a different suite of projects.
- Most counties have expressed a desire for Gulf Consortium leadership to continue to explore various bonding options to make Pot 3 funds available over a shorter time period.
- For the uncertainties cited above, as well as the lack of formal BOCC action, most counties are not ready at this time to commit a particular clearly defined suite of projects.

This report was given to the Executive Committee at its meeting on November 17, 2016. A full Power Point presentation will be provided at the December 2, 2016 meeting.

Recommendation:

No action required.

Attachment:

None.

Prepared by:

Doug Robison

Environmental Science Associates

On: November 18, 2016

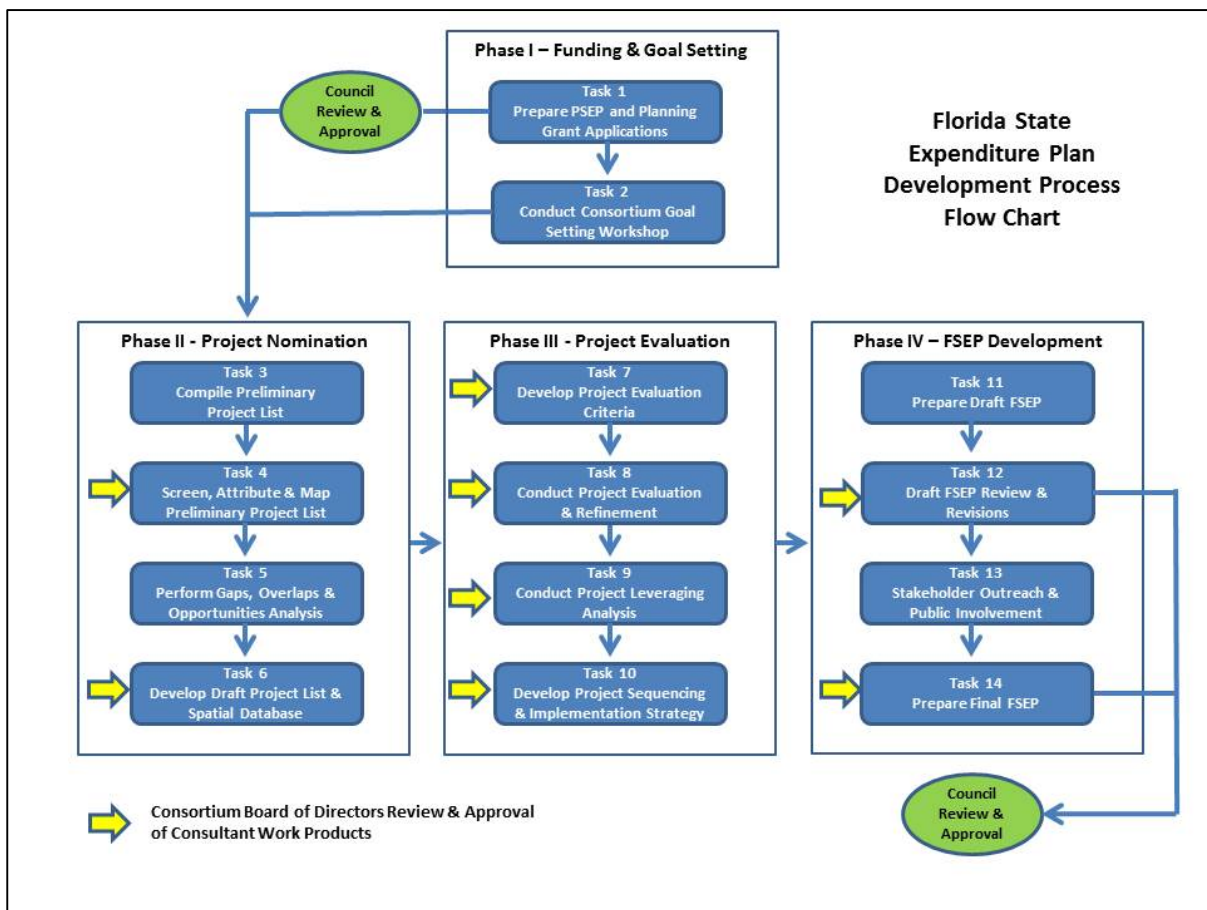
AGENDA ITEM 7

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 7
Approval of Work Order 6 -
Map the Preliminary Project List and Perform Gaps Analysis**

Background:

At its April 21, 2016 meeting the Gulf Consortium approved the revised State Expenditure Plan (SEP) development process integrating the “county-driven” approach, as well as the amended ESA scope of work and contract. The flow chart below shows the revised SEP development process.



This Work Order 6 authorizes the Consultant to complete Tasks 4 and 5 of the amended State Expenditure Plan development process. These tasks include:

- Task 4 - Screen, Attribute and Map the Preliminary Project List; and
- Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis.

This Work Order also includes initial coordination with FDEP to obtain initial feedback on the preliminary project list. The goal of these tasks is to begin refining the preliminary project list, continue to assist the counties in better defining and selecting priority projects, evaluating gaps and overlaps in project types and geographic coverage, and promoting greater inter-county cooperation and regionalism. This Work Order also includes initial coordination with FDEP to obtain initial feedback on the preliminary project list.

This proposed work order was previewed, in detail, at the Consortium's Board meeting on September 13, 2016 and, the Executive Committee, at its meeting of November 17, 2016, voted unanimously to recommend approval of Work Order 6.

Recommendation:

Approval of Work Order 6 by the Consortium Board.

Attachment:

Proposed Work Order 6.

Prepared by:

Doug Robison
Environmental Science Associates
On: November 18, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**GULF CONSORTIUM AND ENVIRONMENTAL SCIENCE ASSOCIATES
AGREEMENT FOR CONSULTANT SERVICES
FOR STATE EXPENDITURE PLAN**

-WORK ORDER #6-

**Screen, Attribute and Map the Preliminary Project List; and Perform Gaps,
Overlaps, and Opportunities Analysis**

WHEREAS, the Gulf Consortium (Consortium) and Environmental Science Associates (Consultant) entered into an agreement for planning consulting services for the State Expenditure Plan (Agreement);

WHEREAS, the Agreement requires written Work Orders to be issued by the Consortium for work to be performed by the Consultant; and

WHEREAS, the Consortium desires the Consultant to screen, map and assess gaps and overlaps in the preliminary list of projects, programs and activities to potentially be included in the Florida State Expenditure Plan.

NOW, THEREFORE, the Parties agree to Work Order #6 as follows:

Background

This Work Order #6 authorizes the Consultant to complete Tasks 4 and 5 of the amended State Expenditure Plan development process. These tasks include:

- Task 4 - Screen, Attribute and Map the Preliminary Project List; and
- Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis.

This Work Order also includes initial coordination with FDEP to obtain initial feedback on the preliminary project list. The goal of these tasks is to begin refining the preliminary project list, continue to assist the counties in better defining and selecting priority projects, evaluating gaps and overlaps in project types and geographic coverage, and promoting greater inter-county cooperation and regionalism. The scope of work for these tasks is described below.

Scope of Work

Task 4 - Screen, Attribute and Map the Preliminary Project List

The ESA consultant team will compile the preliminary project list developed in Task 3 into an Excel spreadsheet. The spreadsheet will be distributed to FDEP for initial review. A teleconference or face to face meeting with FDEP will be conducted to discuss the preliminary project list and to obtain their feedback on the types of project included in the

preliminary project list. Based on feedback from FDEP, the ESA consultant team and will develop and apply screening criteria to the preliminary project list which may eliminate some projects that are not eligible for RESTORE Act funding or otherwise inconsistent with the goals, objectives and guiding principles adopted by the Council or Consortium. Following this feedback, the ESA consultant team will continue to work with individual counties to refine and prioritize their project proposals.

The screened projects will be attributed and converted into a GIS spatial database. Attribution will include such parameters as: project type; area affected by the project; project benefits; project costs; leveraging potential; project partners; etc. In addition, the screened preliminary project list will be digitized (e.g., project type; area affected; project cost; etc.) so that the full range and scope of the preliminary project list can be visually depicted in a map series. The screened preliminary project list will be mapped and summarized in a Technical Memorandum, and presented to the Consortium for discussion at their **February 2017** meeting.

Task 5 - Perform Gaps, Overlaps, and Opportunities Analysis

The ESA consultant team will conduct an analysis of the preliminary project list to determine if there are substantial gaps in geographic coverage or project type focus. In addition, this analysis will explore opportunities to combine similar nearby projects into larger single projects to improve cost-effectiveness; as well as, opportunities to modify or enhance projects in ways that will increase leveraging potential and/or streamline regulatory approvals. The ESA consultant team will continue to coordinate with FDEP, FWC, and Water Management Districts, as appropriate; and will continue to work with individual counties to update and/or revise, and prioritize their preliminary project concepts accordingly. A revised preliminary project list will be mapped and presented to the Consortium for review and discussion at their **April 2017** meeting.

Following approval of the revised preliminary project list by the Consortium at their April 2017 meeting, the ESA consultant team will conduct meetings and coordinate with FDEP, the Governor, and the Council to obtain formal feedback on the preliminary project list. This meeting will be conducted under a future Work Order #7 to be presented to the Consortium for authorization at its April 2017 meeting.

Deliverables

The deliverables for this Work Order #6 include the following:

- A Excel spreadsheet of the compiled preliminary project list (including projects from all 23 counties);
- A GIS database and map series of the preliminary project list and revised iterations of the preliminary project list.
- A summary Technical Memorandum summarizing the work activities conducted under Work Order #6.

Schedule

Upon formal approval of this Work Order #6 by the Consortium at its December 2, 2016 meeting, the above described scope of work and deliverables will be completed on or before **April 30, 2017**.

Compensation

Compensation of the Consultant for this and all future Work Orders shall be contingent upon the availability of planning grant funds from the Restoration Council. As provided in the revised ESA agreement, the fixed fee cost for the remainder of Task 4 is shown in the table below with the anticipated effort broken down by sub-task.

Work Order #6			
Task	Description	Hours	Dollars @\$205/hour*
4	Screen, Attribute and Map the Preliminary Project List	922	\$189,010
5	Perform Gaps, Overlaps, and Opportunities Analysis	734	\$150,470
Totals		1,656	\$339,480

* Blended rate used for cost estimating includes: overhead; profit; reimbursable expenses; and project management.

The Consultant shall be compensated on a fixed fee basis, and shall provide a final invoice upon the completion of this Work Order and all associated deliverables. The total fixed fee for Work Order #6 shall not exceed **\$339,480**.

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: _____

ENVIRONMENTAL SCIENCE ASSOCIATES

By: _____
Vice President or designee

Title: _____

Date: _____

Approved as to Form:
Gulf Consortium General Counsel

BY:

Lynn Hoshihara
Nabors, Giblin & Nickerson, P.A.
General Counsel to the
Gulf Consortium

AGENDA ITEM 8.1

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 8.1
Update on Planning Grant: Grant Management & Administration Report**

Executive Summary:

Update on the status of the Planning Grant Application.

Most Recent Activity:

A Planning Grant in the amount of \$4,640,675 was awarded to the Gulf Consortium on June 23, 2016. The Gulf Consortium executed the grant agreement on June 28, 2016. Langton Consulting and Consortium staff have developed the financial control systems and enrolled the Consortium in invoicing and payment systems and commenced the drawdown and disbursement of federal grant funds.

Full Background on Post Award Process/Procedure:

Much of the work over the last several months has involved submission of the first payment request. Payments are processed through a two-step process through two web-based systems: RAAMS and ASAP.

The payment request for Pre-Award Costs in the amount of \$170,953 was submitted through the Council's grant management system, RAAMS, on September 20, 2016. The Council approved this payment request on September 22, 2016. The payment request was submitted to the Department of Treasury's ASAP system on September 22, 2016, and funds were made available to the Consortium's fiscal agent, the Leon County Clerk's Office on September 23, 2016. Payment processes and checks and balances were refined through a series of conference calls between the Interim Manager, Langton Consulting and staff in the Leon County Clerk's Office. Vendors were paid via ACH electronic transfer on October 24, 2016.

The Consortium submitted their first financial progress report to the Council on October 30, 2016. This report provided a detailed summary of work completed from the official start date of August 23, 2014 through September 30, 2016. Other details included an expenditure budget showing \$170,953 in Pre-Award Costs expended to date, as well as a cash drawdown projection and milestone progress updates. According to the report, the cash drawdown projections are still on schedule for each semi-annual reporting period and no delays are anticipated in the current approved project schedule. To date, two milestones (Task #1: Prepare PSEP and Administrative Grant Application and Task# 2: Conduct Consortium Goal Setting Workshop) are 100% complete and two milestones (Project Oversight and Grants Management and Task#13: Stakeholder Oversight Outreach & Public Involvement) are in progress and on schedule.

This report was given to the Executive Committee at its meeting on November 17, 2016.

Fiscal Impact:

Under Work Order #5, the Consortium agreed to pay ESA a \$5,000 flat fee monthly for grant management services (Task 15) provided by Langton Consulting.

Attachments:

Financial Progress Report #1: Submitted October 30, 2016

Recommendation:

For information only.

Prepared by:

Lisa King

Langton Consulting

On: November 18, 2016



Financial Progress Report

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PROJECT/PROGRAM INFORMATION

Project Title	Gulf Consortium preparation of Full State Expenditure Plan
Project Start Date	08/23/2014
Project End Date	06/30/2018
Award Amount	\$4,640,675.00
Project Abstract	<p>The Gulf Consortium is the designated entity responsible for the development of the Florida State Expenditure Plan as recognized in the RESTORE Act and subsequent rule making. This application is subsequent to the Council's approval of the Consortium's Planning State Expenditure Plan on May 21, 2015. Florida specific goals, objectives and guiding principles were developed in a workshop held on August 26, 2015. The Consortium, with the approval of this grant application, will move into the Project Nomination phase. The project nomination phase will include a gaps analysis, and GIS spatial database development. Projects will be reviewed for cost-effectiveness and leveraging potential. This project also provides for funding for conceptual design and feasibility studies as needed to develop projects. Because of the 15-year settlement payout a project sequencing strategy will be developed to expedite and optimize distribution of Spill Component funds. These activities will culminate in the drafting of the Florida State Expenditure Plan.</p>

PERSONNEL

Primary Organization Personnel			
Primary	Role	Name	Organization Name
Yes	Project Lead / Point of Contact	Virginia, Delegal, S.	Gulf Consortium
No	Project Lead / Point of Contact	Lisa, King,	
No	Project Lead / Point of Contact	Heather, Pullen,	
No	Agency Responsible Official	Grover, Robinson, C.	Gulf Consortium

Other Personnel (Partners, Subrecipients, and Contractors)		
Role	Name	Organization Name

ORGANIZATIONS

Primary	Role	Organization Name
Yes	Prime	Gulf Consortium
No	Contractor	Langton Associates
No	Contractor	Environmental Science Associates
No	Contractor	Brown & Caldwell
No	Contractor	Research Planning, Inc.
No	Contractor	Wildwood Consulting
No	Contractor	Royal Engineers & Consultants, LLC
No	Contractor	Nabors, Giblin & Nickerson, P.A.
No	Contractor	Bryant Miller Olive P.A.

EXPENDITURE BUDGET

	Approved Budget	Expenditures	Remaining Balance	% Expended
Personnel	\$0.00	\$0.00	\$0.00	N/A
Personnel	\$0.00	\$0.00	\$0.00	N/A
Fringe Benefits	\$0.00	\$0.00	\$0.00	N/A
Travel	\$0.00	\$0.00	\$0.00	N/A
Travel	\$0.00	\$0.00	\$0.00	N/A
Construction	\$0.00	\$0.00	\$0.00	N/A
Construction management/legal expenses	\$0.00	\$0.00	\$0.00	N/A
Land, structures, rights-of-way, appraisals, etc.	\$0.00	\$0.00	\$0.00	N/A
Relocation expenses and payments	\$0.00	\$0.00	\$0.00	N/A
Architectural and engineering fees	\$0.00	\$0.00	\$0.00	N/A
Other architectural and engineering fees	\$0.00	\$0.00	\$0.00	N/A
Project inspection fees	\$0.00	\$0.00	\$0.00	N/A
Site work	\$0.00	\$0.00	\$0.00	N/A
Demolition and removal	\$0.00	\$0.00	\$0.00	N/A
Construction	\$0.00	\$0.00	\$0.00	N/A
Contingencies	\$0.00	\$0.00	\$0.00	N/A
Equipment	\$0.00	\$0.00	\$0.00	N/A
Equipment	\$0.00	\$0.00	\$0.00	N/A
Supplies	\$0.00	\$0.00	\$0.00	N/A
Supplies	\$0.00	\$0.00	\$0.00	N/A
Other Direct Costs	\$0.00	\$0.00	\$0.00	N/A
Other Direct Costs	\$0.00	\$0.00	\$0.00	N/A

	Approved Budget	Expenditures	Remaining Balance	% Expended
Miscellaneous	\$0.00	\$0.00	\$0.00	N/A
Subrecipients and Contractors	\$4,640,675.00	\$170,953.00	\$4,469,722.00	3.68
Contractor	\$4,640,675.00	\$170,953.00	\$4,469,722.00	3.68
Environmental Science Associates, Pre-Award Costs - Negotiated professional services fixed fee contract with ESA consultant team. Tasks 1-2 and partial of 13	\$154,928.00	\$154,928.00	\$0.00	100.00
The Law Firm of Bryant, Miller & Olive, Pre-Award Costs - The Law Firm of Bryant, Miller & Olive which serves as the Leon County Clerk's Office outside legal counsel, prepared the Interlocal Agreement between the parties.	\$4,740.00	\$4,740.00	\$0.00	100.00
SEP Contracts Manager, The Gulf Consortium intends to competitively procure a professional with the skill set to oversee and manage the contracts (such as the ESA Consultant Team) and to properly evaluate individual Work Orders that are periodically submitted. As these tasks actualize through the implementation process, the work effort associated with each task will be negotiated on an individual basis as a series of Work Orders and reviewed and approved by the Gulf Consortium Board of Directors.	\$100,000.00	\$0.00	\$100,000.00	0.00
ESA Planning Grant Management, An element of the original Invitation to Negotiate (ITN) and the subsequent Request for Best and Final Offer (RBAFO) proposals from the ESA Consultant Team was to provide SEP implementation and grant management as an additional service. During the proposal review process ESA added to	\$120,000.00	\$0.00	\$120,000.00	0.00

	Approved Budget	Expenditures	Remaining Balance	% Expended
their team the grant writing and grant management firm of Langton Associates. Therefore, having been properly procured by the Gulf Consortium, Langton Associates of the ESA Consultant Team will provide planning grant management services throughout the duration of the FSEP development process. Services will include coordination with the Council with regard to the grant allocation requests, progress reports, etc., throughout the SEP development process. The services will be provided at a fixed fee basis for twelve months. Fee amounts were calculated based on estimated number of hours to complete all associated tasks at a rate of \$205 per hour.				
Environmental Science Associates, The Consortium will negotiate with the ESA Consultant Team for each specific task utilizing a task order system with a fixed professional fee for each task. For further detail please refer to project narrative description of tasks. Budget is based on a weighted professional hourly rate of \$205 per hour times the estimated number of hours needed to complete each task. (Tasks 3-14)	\$2,447,722.00	\$0.00	\$2,447,722.00	0.00
Conceptual Design & Feasibility Studies, The Restoration Council approves that conceptual design and feasibility studies are allowable activities under the planning grant; however, they are not requiring that every project in the FSEP be developed to a 30 percent design level. Therefore, \$1,500,000 will be reserved in the planning grant	\$1,500,000.00	\$0.00	\$1,500,000.00	0.00

	Approved Budget	Expenditures	Remaining Balance	% Expended
request for those counties desiring to use planning grant funds for project conceptual designs concurrent with the development of the FSEP. The Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division will conduct an RFQ process to competitively procure a consultant's services.				
Nabors, Giblin & Nickerson, P.A., Nabors, Giblin & Nickerson, P.A. was competitively selected by a procurement process conducted by Leon County. The firm will provide General Counsel legal services to all SEP activities for a fee "not to exceed" \$150,000 per year, \$90,000 of which will be paid from grant funds. General Counsel recurring Tasks associated directly with the development of the SEP shall include legal research, advice and opinions to the Consortium regarding the following: 1. Procurement and contract negotiation of consultants providing services for the development of the SEP including but not limited to auditors, grant administrators, planners, outreach consultants, fiscal agents, managers and other providers of necessary services; 2. Preparation and interpretation of contracts for services for the development of the SEP; 3. Preparation and administration of grants and grant agreements; 4. Requirements for the development, public notice, submission of the SEP.	\$180,000.00	\$0.00	\$180,000.00	0.00
Audit Services, Estimate based on recent history of similar	\$50,000.00	\$0.00	\$50,000.00	0.00

	Approved Budget	Expenditures	Remaining Balance	% Expended
independent audit contract amounts for similar government grant contracts (ranges between \$23,000 and \$27,000). The Gulf Consortium intends to competitively procure these services through the Leon County Board of County Commissioners Office of Financial Stewardship, Purchasing Division.				
Audio/Visual and Meeting Room Rental, Pre-Award Costs - Based on actual invoices for conducting seven (7) meetings. The invoices for the seven (7) meetings can be found in PA 4.	\$11,285.00	\$11,285.00	\$0.00	100.00
Audio/Visual and Meeting Room Rental, Based on conducting eighteen (18) meetings at approximately \$4,000 per meeting.	\$72,000.00	\$0.00	\$72,000.00	0.00
Subrecipient	\$0.00	\$0.00	\$0.00	N/A
Total Direct Costs	\$4,640,675.00	\$170,953.00	\$4,469,722.00	3.68
Indirect Charges	\$0.00	\$0.00	\$0.00	N/A
Indirect Charges	\$0.00	\$0.00	\$0.00	N/A
Total Indirect Costs	\$0.00	\$0.00	\$0.00	N/A
Total GCERC Costs	\$4,640,675.00	\$170,953.00	\$4,469,722.00	3.68
Co-Funding	\$0.00	\$0.00	\$0.00	N/A
Co-Funding	\$0.00	\$0.00	\$0.00	N/A
Total Project Costs	\$4,640,675.00	\$170,953.00	\$4,469,722.00	3.68
Income	\$0.00	\$0.00	\$0.00	N/A
Project (program) income	\$0.00	\$0.00	\$0.00	N/A

CASH DRAWDOWN PROJECTION

Project Start Date:	08/23/2014
Project End Date:	06/30/2018
Award Amount:	\$4,640,675.00

From:	To:	Cash Projection:	Running Total:
08/23/2014	09/30/2014	\$0.00	\$0.00
10/01/2014	03/31/2015	\$0.00	\$0.00
04/01/2015	09/30/2015	\$0.00	\$0.00
10/01/2015	03/31/2016	\$0.00	\$0.00
04/01/2016	09/30/2016	\$170,953.00	\$170,953.00
10/01/2016	03/31/2017	\$1,463,126.00	\$1,463,126.00
04/01/2017	09/30/2017	\$1,096,110.00	\$2,559,236.00
10/01/2017	03/31/2018	\$1,042,800.00	\$3,602,036.00
04/01/2018	06/30/2018	\$808,686.00	\$4,410,722.00

Projection Sum:	\$4,581,675.00
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MILESTONES

Milestone	Conceptual Design and Feasibility Studies
Area of Effort	Planning
Milestone Description	30% project design as needed and as appropriate. Deliverable: 30% design and/or feasibility
Start Date	07/01/2016
Target Date	06/30/2018
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$1,500,000.00
Actual Amount	\$.00
Progress Summary	

Milestone	Project Management
Area of Effort	Project Oversight and Grants Management
Milestone Description	Audit Services, Room rental and AV, Legal Services, SEP Contract Manager
Start Date	07/01/2016
Target Date	06/30/2018
Status	In Progress
Percent Complete	4.00
Deliverable?	No
Plan Amount	\$418,079.00
Actual Amount	\$16,025.00
Progress Summary	Room rental and AV for Consortium Board Meetings held to date and legal services provided for the development of the PSEP and Administrative Grant Application.

Milestone	Task 1: Prepare PSEP and Administrative Grant App
Area of Effort	Planning
Milestone Description	PSEP Preparation and Grant Writing. Deliverables: PSEP and grant application
Start Date	01/02/2015
Target Date	04/22/2016
Status	Complete
Percent Complete	100.00
Deliverable?	Yes
Plan Amount	\$50,980.00
Actual Amount	\$50,980.00
Progress Summary	The PSEP and Administrative Grant Application is 100% completed and approved by the Council on 6/28/2016.

Milestone	Task 10 – Develop Strategic Approach & Sequencing
Area of Effort	Planning
Milestone Description	Develop Project Sequencing and Implementation Strategy. Development of project sequencing schedule that optimizes 15 year payout such that each county is making progress on their respective projects. Development of Strategy that considers multiple alternatives for managing accounting of Spill Impact component funds amongst the 23 counties over the 15 year payout. Deliverable: Project Sequencing and Implementation Strategy document.
Start Date	09/01/2017
Target Date	11/30/2017
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$196,800.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 11 – Prepare Draft SEP
Area of Effort	Planning
Milestone Description	Prepare draft FSEP document to comply with all informational requirements specified by the Council. Legal review to ensure compliance and consistency with all applicable federal, state and local laws, rules and agreements. Deliverable: draft FSEP.
Start Date	11/01/2017
Target Date	01/31/2018
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$328,000.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 12 – Draft SEP Review & Revisions
Area of Effort	Planning
Milestone Description	Presentation of draft to Consortium. Submission for review by FDEP and state agencies including Florida Fish and Wildlife Conservation Commission, Department of Economic Opportunity, Department of Transportation, Department of Agriculture and Consumer Services, and Water Management Districts. Comments summarized in a Technical Memorandum and presented to Consortium. Revisions to draft FSEP as appropriate. Deliverables: agenda item for presentation to Consortium, Technical Memorandum, agenda item for presentation of summary of

	state agency comment, revision of FSEP for formal adoption.
Start Date	02/01/2018
Target Date	04/30/2018
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$266,500.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 13 – Stakeholder Outreach & Public Involvement
Area of Effort	Planning
Milestone Description	May include development of an online website and portal for submittal and documentation of public comments, facilitation of advertised public meetings with stakeholder and citizen groups. Deliverables: Stakeholder Outreach and Public involvement program, online portal, documentation of public meetings and comments, Technical Memorandum summarizing comments, Agenda item for presentation of public comments to the Consortium.
Start Date	06/19/2015
Target Date	05/31/2018
Status	In Progress
Percent Complete	35.00
Deliverable?	Yes
Plan Amount	\$246,820.00
Actual Amount	\$82,388.00
Progress Summary	Addressed public involvement activities to be conducted during Phase I of the project, including: ongoing project management and communications coordination with the Consortium Interim Manager; preparation for the August 26, 2015 Consortium Goal Setting Workshop; and development of a detailed Workshop Summary and actionable agenda item(s) for consideration at the November 18, 2015 Consortium Board of Directors meeting.

Milestone	Task 14 – Prepare Final SEP
Area of Effort	Planning
Milestone Description	Submission of the FSEP to the Governor 90 days prior to submission to the Council. Revise if necessary and resubmit to the Governor. Revisions to reflect Council comments. Deliverables: draft FSEP reflecting revisions
Start Date	06/01/2018
Target Date	06/30/2018
Status	0%
Percent Complete	
Deliverable?	Yes

Plan Amount	\$131,200.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 15: Planning and Grant Management
Area of Effort	Project Oversight and Grants Management
Milestone Description	Project oversight, grant reporting, draw requests, etc.
Start Date	07/01/2016
Target Date	06/30/2018
Status	0%
Percent Complete	
Deliverable?	No
Plan Amount	\$120,000.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 2: Conduct Consortium Goal Setting Workshop
Area of Effort	Planning
Milestone Description	Facilitation of one-day goal setting workshop for the Consortium to deliberate Florida specific goals, objectives and guiding principles. Deliverables: pre-workshop survey, workshop summary, Workshop Summary Report
Start Date	03/26/2015
Target Date	08/26/2015
Status	Complete
Percent Complete	100.00
Deliverable?	Yes
Plan Amount	\$21,560.00
Actual Amount	\$21,560.00
Progress Summary	The goal setting workshop was conducted on August 26, 2015.

Milestone	Task 3: Compile Preliminary Project List
Area of Effort	Planning
Milestone Description	Develop project screening criteria, project nomination form, conduct county planning workshops as needed, compile preliminary project list. Deliverables: criteria, form, and Preliminary project list
Start Date	07/01/2016
Target Date	10/31/2016
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$301,706.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 4: Screen Attr & Map Preliminary Project List
Area of Effort	Planning
Milestone Description	Apply screening criteria to the preliminary project list. Attribute and convert into GIS spatial database. Attribution will include: project type, area affected, project benefits, project costs, leveraging potential, project partners. Deliverables: Refined list with attributions, Map, Technical Memorandum
Start Date	09/01/2016
Target Date	11/30/2016
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$189,010.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 5: Gaps, Overlaps and Opportunities Analysis
Area of Effort	Planning
Milestone Description	Determine if there are substantial gaps in geographic coverage or project type focus. Explore opportunities to combine similar nearby projects. Explore modifications or enhancements that could increase potential and /or streamline regulatory approvals. Deliverable: Recommendations for project enhancements
Start Date	11/01/2016
Target Date	12/31/2017
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$150,470.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 6: Develop Draft Project List and Spatial DB
Area of Effort	Planning
Milestone Description	Revise and updates preliminary project list and develop GIS spatial database. Deliverables: Technical Memorandum, Map revisions
Start Date	12/01/2016
Target Date	01/31/2017
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$116,440.00
Actual Amount	\$.00

Progress Summary	
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Milestone	Task 7: Develop Project Evaluation Criteria
Area of Effort	Planning
Milestone Description	Criteria based on: technical basis and justification, feasibility and leveragability. Separate criteria will be developed for economic projects. Deliverable: draft criteria and Technical Memorandum
Start Date	02/01/2016
Target Date	04/30/2016
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$98,400.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 8: Conduct Project Evaluation & Refinement
Area of Effort	Planning
Milestone Description	Screen out or modify projects that do not meet criteria. Refine projects to increase leveragability. Work with counties to fill project information gaps. Deliverables: Final Project List
Start Date	03/01/2017
Target Date	06/30/2017
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$303,400.00
Actual Amount	\$.00
Progress Summary	

Milestone	Task 9 – Conduct Project Leveraging Analysis
Area of Effort	Planning
Milestone Description	Develop "Other Grant Sources Inventory". Consult with counties and grant source entities. Link final project list with potential leverage. Prepare Technical Memorandum summarizing leveraging analysis. Deliverables: Other Grant Sources Inventory, Technical Memorandum
Start Date	07/01/2017
Target Date	08/31/2017
Status	0%
Percent Complete	
Deliverable?	Yes
Plan Amount	\$201,310.00
Actual Amount	\$.00
Progress Summary	

SF 425 Data

01. Report Type	Semi-Annual
02. Basis of Accounting	Cash
03. Reporting Period End Date	9/30/2016
04a. Cumulative Cash Receipts	170,953.00
04b. Cumulative Cash Disbursements	170,953.00
04c. Cash on Hand (line 04a minus line 04b)	0.00
04d. Total Federal Funds Authorized	2,990,675.00
04e. Federal Share of Expenditures	170,953.00
04f. Federal Share of Unliquidated Obligations	2,819,722.00
04g. Total Federal Share (sum of lines 04e and 04f)	2,990,675.00
04h. Unobligated Balance of Federal Funds (line 04d minus 04g)	0.00
04i. Total Recipient Share Required	0.00
04j. Recipient Share of Expenditures	0.00
04k. Remaining Recipient Share (line 04i minus 04j)	0.00
04l. Total Federal Share of Program Income Earned	0.00
04m. Program Income Expended in Accordance with the Deduction Alternative	0.00
04n. Program Income Expended in Accordance with the Addition Alternative	0.00
04o. Unexpended Program Income (line 04l minus line 04m or line 04n)	0.00
Transactions: Federal Cash	
Transactions: Federal Expenditures and Unobligated Balance	
Transactions: Program Income	
Transactions: Recipient Share	

UPLOADS

The following pages contain the uploads provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
Drawdown List	DrawDownList 412016-9302016 Financial Report.pdf	Delegal, Virginia	10/28/2016

For each Drawdown or IPAC please list each invoice and associated information.

[illegible]

[illegible]

[illegible]

[illegible]

AGENDA ITEM 8.2

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 8.2
Planning Grant Update: Analysis of Work Orders Approved and
Planning Grant Award**

Executive Summary:

Presentation of ESA Work Orders approved to date and a comparison of that encumbered amount with respect to the Planning Grant Award.

Background:

On April 22, 2016, the Gulf Consortium Board of Directors approved a contract amendment for the ESA Consulting Team to assist the Consortium in developing Florida's State Expenditure Plan for the Governor's submission to the Restoration Council for the Spill Impact Component of the RESTORE Act. The ESA Team was selected and hired after a comprehensive, competitively procured process. The Contract between the Consortium and ESA is a not to exceed amount of \$2,722,780. The contract is performed on a work order basis.

The Consortium also hired Nabors, Giblin & Nickerson as its General Counsel, also after a comprehensive, competitively procured process. The contract between the Consortium and NGN is a not to exceed amount of \$150,000 per year.

The Consortium's Planning Grant Application was approved by the Restoration Council on June 23, 2016 and the award contract was executed on June 28. The grant award is in the amount of \$4,640,675.

Analysis:

As of September 13, 2016, the Consortium has approved five work orders, totaling \$576,688, broken down as follows:

<u>Task 1</u> (PSEP, Planning Grant App) (approved 1/21/15) (\$35,980 of which is funded by the grant)	\$50,980
<u>Task 2</u> (Goal Setting Workshop) (approved 3/25/15)	\$21,560
<u>Task 3</u> (Public Involvement – Phase I) (approved 6/19/15)	\$82,388
<u>Work Order 4(A)</u> (Prelim Project List – Phase I) (approved 6/28/16)	\$92,660
<u>Work Order 4(B)</u> (Preliminary Project List-Phase II) (approved 9/13/16)	\$209,100

Work Order 5 (Grant Admin) \$120,000
(approved 4/21/16) (\$5,000 per month for 24 months)

Total **\$576,688**

As of September 13, 2016, the Consortium has approved one other contract to be funded partially from the planning grant: Nabors, Giblin & Nickerson

NGN General Counsel Services \$180,000
(\$90,000 of which can be funded by the grant, annually)

Also, out of the grant award, the Consortium can pay for some of the actual costs it incurs for its meetings: AV, IT, meeting space. These costs are incurred on a meeting by meeting basis.

AV/IT Reimbursement \$11,285
(in the first grant drawdown; incurred between 8/22/14 – 4/30/16)

Accordingly, the following summarizes the grant budget as compared to Consortium-approved and grant-fundable contracts:

Grant Award	\$4,640,675	
ESA Contract Amount		\$2,722,780
ESA Work Orders Approved to Date		\$576,688
NGN Contract from Grant		\$180,000
AV Reimbursement		\$11,285

This update was given to the Executive Committee at their meeting held on November 17, 2016.

Options:

No action required.

Recommendation:

For information only.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 18, 2016

AGENDA ITEM 9.1

**Gulf Consortium Board of Directors
December 2, 2016**

Agenda Item 9.1

**Approve Amendment to Purchasing Policy for Management Services and
Adopt Second Amendment to Resolution 2015-01**

Executive Summary:

Discuss and adopt the Second Amendment to Resolution 2015-01, regarding the purchasing policy for management services.

Background:

On October 19, 2012, the Consortium hired the Florida Association of Counties to provide Interim Management services to the Consortium. The original contract contained a one-year term. That term was then extended in September 2013 until “the effective date of the Consortium’s hiring, engaging or retaining a permanent Manager, unless an earlier expiration date is mutually agreed to in writing.”

At the March 2015 meeting, the Board adopted Resolution 2015-01 establishing a purchasing policy for legal services. At the June 2015 meeting, the Board adopted an amendment to Resolution 2015-01 (the “First Amendment”), which established a purchasing policy for management services, which was a simple amendment to the purchasing policy for legal services. The First Amendment further prohibited the Interim Manager from being involved in the procurement process.

Analysis:

Attached is a proposed Second Amendment to Resolution 2015-01, amending the Purchasing Policy for Management Services. Since the Interim Manager will not be competing in the permanent manager procurement, the effect of the amendment is to authorize the Interim Manager’s involvement and participation in the procurement process.

The Executive Committee, at its meeting of November 17, 2016, voted unanimously to recommend for approval and adoption the Second Amendment to Resolution 2015-01.

Fiscal Impact:

For Management Services: Currently, the Consortium has budgeted \$60,000, annually, for the Florida Association of Counties’ interim management services through the county contributions and \$50,000, annually, for two years, for contract management services through the planning grant. The final contract for management services will come back before the Consortium for discussion and approval, including compensation provisions.

Recommendation:

Approve and adopt the Second Amendment to Resolution 2015-01.

Attachments:

Resolution 2015-01.

Amendment to Resolution 2015-01.

Proposed Second Amendment to Resolution 2015-01.

Prepared by:

Lynn M. Hoshihara

Nabors, Giblin & Nickerson, P.A.

General Counsel

On: November 18, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



PURCHASING POLICY FOR LEGAL SERVICES FOR THE GULF CONSORTIUM

Resolution 2015-01

As adopted on March 25, 2015

GULF CONSORTIUM
PURCHASING POLICY FOR LEGAL SERVICES

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SECTION 1. PURPOSE.

This policy is adopted to promote the following purposes:

- A. To establish the process and procedure for procuring legal services for the Gulf Consortium.
- B. To set forth the procurement responsibilities of the Manager.
- C. To implement the Consortium's Interlocal Agreement with Leon County whereby the County agrees to provide procurement services to the Consortium.
- D. To promote public confidence in the purchasing procedures followed by the Gulf Consortium.
- E. To ensure the fair and equitable treatment of all people who deal with the procurement system of the Gulf Consortium.
- F. To maximize economy in the Gulf Consortium procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Gulf Consortium.
- G. To provide safeguards for the maintenance of a procurement system of high quality and integrity for the Gulf Consortium.

SECTION 2. APPLICATION OF POLICY.

- A. Contracts: This policy shall apply to Legal services contracts solicited or entered into after the effective date of this policy and subsequent amendments or revisions to those contracts.
- B. Exemptions: The following are exempted from this Policy:
 - 1. All services purchased at a price established in any of the authorized forms of state contracts of the State of Florida Department of Management Services, Division of Purchasing; or under the terms and conditions of a cooperative purchasing agreement or term contract by other governmental units.
 - 2. All services purchased from another unit of government not otherwise limited or prohibited by law.

SECTION 3. DEFINITIONS AND CONSTRUCTION.

The Board hereby adopts the Leon County Board of County Commissioner's Purchasing Policy and regulations promulgated to implement the County's Policy as though set forth here verbatim. In all circumstances, where the RESTORE Act or other Federal Law imposes a requirement on the Consortium that conflicts with this Policy, Federal Law takes precedence.

In construing this policy, and each and every word, phrase, or part thereof, where the context will permit:

- A. The singular includes the plural and vice versa.
- B. Gender-specific language includes the other gender and neuter.
- C. The following terms defined in this section shall have the meanings set forth below whenever they appear in this policy:

1. "Addendum" is a written document used to expand or more fully explain the terms of a bid instrument including an Invitation to Bid or Request for Proposals. An addendum is not a contract "Amendment."
2. "Board" means the Board of Directors of the Consortium.
3. "Consortium" means the Gulf Consortium created by the Interlocal Agreement.
4. "Contract" means all types of the Gulf Consortium agreements, regardless of what they may be called, for the purchase of services for the development of the State Expenditure Plan and which specify the terms and obligations of the business transaction.
5. "Contract Amendment" or "Contract Modification" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
6. "Contractor" means any person having a contract with the Consortium.
7. "Contractual Services" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms which are independent contractors. Such services may include, but are not limited to, evaluations; consultations; auditing; accounting; management systems; management consulting; public involvement and relations services; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.
8. "Contractual Services Contract" is a contract for a contractor's time and effort rather than the furnishing of a specific commodity. Satisfactory completion of the service or providing the service for a specified period of time or date or both completes such a contract.
9. "Cooperative Purchasing" is procurement conducted by, or on behalf of, more than one public procurement unit.
10. "Data" means recorded information, regardless of form or characteristic.
11. "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.
12. "Federal Law" means the RESTORE Act, the Rule promulgated by the United States Department of the Treasury, the Regulation promulgated by the Gulf Coast Ecosystem Restoration Council, applicable federal grant law and any other federal law applicable to the Consortium's responsibility for developing the State Expenditure Plan under the RESTORE Act.
13. "Firm" means any corporation, partnership, limited liability company, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
14. "General Counsel" means the general counsel or interim general counsel, or her designee of the Gulf Consortium.
15. "Gratuity" is a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, inuring to the benefit of an employee, unless consideration of substantially equal or greater value is given by the recipient.
16. "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 Gulf Consortium website and on the Public Notice board in the Leon County Purchasing Division.

17. "Interlocal Agreement" means the Interlocal Agreement Relating to Establishment of the Gulf Consortium dated as of September 19, 2012.
18. "Manager" and "Consortium Manager" mean the Manager or Interim Manager of the Consortium, or his designee.
19. "Person" means any Firm, individual, committee, club, other organization, or group of individuals.
20. "Procurement Award" is an award of a contract for services resulting from a solicitation through action by the Board of Directors of the Consortium in a public meeting.
21. "Purchase Order" means that document used by the Consortium to request that a contract be entered into for a specified need, and may include, but not be limited to, the technical description of the requested services, delivery schedule, criteria for evaluation, payment terms, and other specifications.
22. "Purchasing" means buying, procuring, renting, leasing, or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of any services, including description of specifications and requirements, selection and solicitation of resources, preparation, and award of contract.
23. "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.
24. "Regulation" means a statement by the Board of County Commissioners of Leon County having general or particular applicability and future effect, designed to implement, interpret, or prescribe law, policy, or practice.
25. "Request for Proposal (RFP)" means a written solicitation for sealed proposals with the title, date, and hour of public opening designated. The request for proposals may be used when the Consortium is unable to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required, and when the Consortium is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.
26. "Responsive Bidder" means a person who has submitted a bid, which conforms in all material respects to the Invitation to Negotiate.
27. "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.
28. "Services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than those which are not defined as "supplies."
29. "Specification" means any description of the functional characteristics of the nature of a service. It may include a description of any requirement for inspection, testing, or preparing a service for delivery.
30. "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.
31. "Term Contract" means an indefinite quantity contract whereby a contractor agrees to furnish service during a prescribed period of time (such as 3, 6, 9, 12 months or a specific date). The specified period of time or date completes such a contract.

SECTION 4. AUTHORITY OF CONSORTIUM MANAGER AND LEON COUNTY PURCHASING DIRECTOR.

The Manager shall purchase or supervise the purchase of all services for the development of the State Expenditure Plan. In executing those duties, the Manager shall rely upon Leon County's Purchasing Director and her technical and strategic procurement support, including, but not limited to, preparing the solicitation document, advertising and disseminating a solicitation document, and advising the Manager, the procurement Evaluation Team and the Board in the selection of the most qualified firm.

SECTION 5. COMPETITIVE SEALED PROPOSALS.

SECTION 5.01. REQUEST FOR PROPOSALS (RFP).

Utilizing the procurement services of Leon County and at the direction of the Board, the Manager shall issue a written solicitation in the form of an Request for Proposal for Legal Services to the Board. The Request for Proposal shall solicit qualified Firms to offer proposals for counsel and legal services and an estimate of the cost for services. After the proposals are submitted, an Evaluation Team shall evaluate the proposals and determine which are responsive. The Evaluation Team may rank the firms based on the evaluation criteria. The Manager shall apprise the Board of the result and recommendation of the Evaluation Team. This section sets forth the process for the issuance of the solicitations for Request for Proposals.

- A. Public Notice. The Request for Proposals shall include the place, date, and time for submitting and opening the proposals. If the location, date, or time of the proposal opening changes, written notice of the changes shall be given in the form of an addendum, as soon as practicable after the change is made and posted on the Consortium and Leon County Purchasing Websites.
- B. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation criteria.
- C. Cancellation of Request for Proposals. A Request for Proposals or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the Consortium. Notice of cancellation shall be provided to all planholders and posted on the Leon County and Consortium websites. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
- D. Proposal Opening. Proposals shall be opened publicly. The Manager shall open the proposals in the presence of one or more witnesses at the time and place designated in the Request for Proposal. The name of each proposer and all witnesses shall be recorded.
- E. Correction or Withdrawal of Proposals; Cancellation of Awards. After the publicized submission time and date, any proposal received shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Manager at any point in the process prior to contract negotiations.
 - 1. Correction or withdrawal of inadvertently erroneous bids, before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate under the sole discretion of the Manager.
 - 2. Mistakes discovered before proposal opening may be modified or withdrawn upon written notice received in the office designated in the Request for Proposals prior to the time set for proposal opening. After proposal opening, corrections in proposals shall be permitted only to the extent that the proposer can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the proposal price actually intended. After proposal opening, no changes in proposal price or other provisions of proposals prejudicial to the interest of the Consortium or fair competition shall be permitted. In lieu of proposal correction, a proposer alleging a material mistake of fact may be permitted to withdraw its bid if:

- a. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b. the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Manager.
- F. Conferences. The Manager may hold a Pre-Proposal Conference or a Pre-Bid Conference, or both.
- G. Evaluation Team.
 1. The Board shall appoint an Evaluation Team to evaluate the proposals, composed of no less than three and no more than five persons.
 2. Public Meetings. The Evaluation Team meetings shall be conducted in accordance with the public meeting and closed meeting requirements of Section 286.011, Florida Statutes. The Evaluation Team Chairperson shall be responsible to provide the Manager and the Leon County Purchasing Director with all meeting information (date, time, location, and reason for meeting) no less than 96 hours in advance of any scheduled meeting, excluding holidays and weekends. The Purchasing Director will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Team Meeting on the public notice bulletin board in the Division offices, on the Leon County website, and on the Gulf Consortium website. The Manager shall ensure compliance with public meeting requirements.
 3. Contact with the Evaluation Team. Members of the Evaluation Team are prohibited from discussing a solicitation with any person that may submit a proposal during the procurement process, except in formal committee meetings. The conduct of the business and discussions regarding the proposals before the Evaluation Team must be done in a public meeting only.
 4. Evaluation of Proposals. Proposals shall be evaluated based on the requirements and criteria set forth in the Request for Proposals. No criteria may be used in proposal evaluation that is not set forth in the Request for Proposals, in Leon County regulations or policy, or in this Policy. Only proposals received in the Purchasing office by the publicized submission time and date shall be evaluated. The initial ranking of proposals is based upon the points given by the Evaluation Team utilizing the Evaluation Criteria.
 5. Presentations/Interviews (Optional). The Evaluation Team may choose to shortlist firms based upon the initial ranking and conduct formal presentations/interviews with shortlisted firms prior to final ranking.
 6. Final Ranking. The Evaluation Team may utilize an Ordinal Process Rating System to rank the firms. The respondents shall be listed in order of preference starting at the top of the list. The list of best-qualified persons shall be forwarded to the Executive Committee or Board, as determined in the Request for Proposals.
- H. Revisions and Discussions with Responsible Offerors. Discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- I. Proposal Agenda Item. The Tabulation Sheet and other bid documents, as necessary, shall be presented to the Manager for review and recommendation. The Manager shall prepare the recommendation in the appropriate format to the Board.

- J. Award. Award shall be made to the responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the Consortium, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The Consortium reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the Consortium. Every procurement of contractual services shall be evidenced by a written contract.
1. Notice of Intended Decision. The Intended Decision shall be posted on the County website and on the public notice board in the Leon County Purchasing Division. This written notice shall state the Firm to whom the Consortium intends to award the contract resulting from the solicitation and establishes the 72 consecutive hour period in which a notice of intent to protest may be timely filed.
 2. Notice of Right to Protest. Any bid award recommendation may be protested if the recommendation is alleged to be contrary to the Consortium's or County's rules or policies, the solicitation specifications, or law. The standard of proof for such proceedings shall be whether the action is clearly erroneous, contrary to competition, arbitrary or capricious. Such notice of intent of bid protest shall be delivered to the Purchasing Director within 72 consecutive hours after posting of the Notice of Intended Decision of Award (excluding Saturdays, Sundays, and County holidays). A Protestor shall file thereafter a formal written bid challenge within 10 calendar days after the date in which the notice of intent of bid protest has been submitted. Failure to timely file a notice of intent of bid protest or failure to timely file a formal written bid protest with the proper bond shall constitute a waiver of all rights provided under the Leon County Purchasing Policy.
- K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Manager for the following reasons:
1. Failure to materially perform according to contract provisions on prior contracts with the County or the Consortium.
 2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
 3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 4. Clear and convincing evidence that the vendor has attempted to give an employee of the County, the Manager or the General Counsel a Gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
 5. Failure to execute a Public Entity Crimes Statement as required by Section 287.133(3)(a), Florida Statutes.
 6. Other reasons deemed appropriate by the Board.
- L. If less than two responsive bids, proposals, or replies for contractual services purchases are received, or all bids received exceed the anticipated budget identified for the contractual service, the Manager may negotiate on the best terms and conditions. The Manager shall document the reasons that such action is in the best interest of the Consortium in lieu of resoliciting competitive sealed bids, proposals, or replies. The Manager shall report all such actions to the General Counsel prior to final award of any contract resulting from the negotiations.

SECTION 5.02. COOPERATIVE PURCHASING.

- A. State Contracts. The Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements [State Negotiated Agreement Price Schedules], agreements resulting from Invitations to Negotiate, or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services or other state agencies. Such

purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board.

- B. Federal Supply Service. The Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the eligible Federal Supply Schedules issued by the Federal General Services Administration. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Consortium in Department/Division accounts.
- C. Other Public Procurement Units. The Manager shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the Gulf Consortium would be served thereby, and the same is in accordance with the Gulf Consortium and State law. The Manager shall appropriately document such cooperative purchasing arrangements. All Cooperative Purchasing conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative purchasing.

SECTION 5.03. PROTESTING AN INTENDED DECISION AND PROCUREMENT AWARD.

- A. Right to Protest. Any person, hereinafter referred to as Protestor, who submits a timely response to a Request for Proposals, an Invitation to Negotiate, a Request for a Best and Final Offer, a request for qualifications, a multistep sealed bid, or multi-step request for proposals under Sections 5.01 or 5.02 of this Policy, and who is aggrieved with an Intended Decision of the Gulf Consortium or a Procurement Award rendered by the Board of Directors of the Gulf Consortium shall have the right to protest. Failure to protest an Intended Decision shall act as a bar to protest a subsequent Procurement Award that adopts the Intended Decision in all material respects.
 - 1. Any Protestor wishing to protest an Intended Decision shall follow the procedures set forth in paragraphs B, C, and D of this Section.
 - 2. Any Protestor wishing to protest a Procurement Award shall follow the procedures in paragraphs B, C, and E of this Section.
- B. Filing a Protest. A Protestor shall file with Leon County a notice of intent to protest in writing within 72 consecutive hours after the posting of the notice of Intended Decision or Procurement Award of the Gulf Consortium. A formal written protest shall be filed within 10 calendar days after the date the notice of intent to protest has been filed. Failure to timely file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of the right to proceedings under this Section. A notice of intent to protest and the formal written protest are deemed filed with Leon County when it is received by the Purchasing Division.
 - 1. The notice of intent to protest shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and, a brief factual summary of the basis of the protest.
 - 2. The formal written protest shall: identify the Protestor and the solicitation involved; include a plain, clear statement of the grounds upon which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds; and, specify the relief to which the Protestor deems himself entitled.
 - 3. A formal written protest shall include the posting of a bond with the Purchasing Division at the time of filing the formal written protest, made payable to the Gulf Consortium in an amount equal to one percent (1 %) of the Gulf Consortium's estimate of the total dollar amount of the contract or \$5000, whichever is greater. If after completion of the bid protest process and any court proceedings, the Gulf Consortium prevails, the Gulf Consortium shall be entitled to recover all court costs provided under Florida law, but in no event attorney fees, which shall be included

in the final order of judgment rendered by the court. Upon payment of such court costs by the Protestor, the bond shall be returned to him. After completion of the bid protest process and any court proceedings, if the Protestor prevails, the protestor shall be entitled to have his bond returned and he shall be entitled to recover from the Gulf Consortium all court costs provided under Florida law, but in no event attorney fees, lost profits or bid preparation costs, which shall be included in the final order of judgment rendered by the court. In no case will the Protestor or Intervenor be entitled to any costs incurred with the solicitation, including bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.

4. Timeliness of protest determinations. All determinations on the timeliness of notices of intent to protest and formal written protests will be made by the Manager.

C. General Provisions.

1. Intervenor. Any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, Invitation to Negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals, and who has a substantial interest in the Intended Decision or Procurement Award of the Gulf Consortium, may be granted the right to intervene by order of the Chairperson of the Procurement Appeals Board or Special Master in response to a petition to intervene. A petition to intervene shall be filed within five calendar days of the filing of a formal written protest. Failure to timely file a petition to intervene shall constitute a waiver of all rights to intervene in the subject protest proceeding. Petitions to intervene will be considered by the Chairman of the Procurement Appeals Board, and any decision concerning a Petition to Intervene shall be made by the Chairman and shall be deemed final.
2. Time Limits. The time limits in which formal written protests shall be filed as provided herein may be altered by specific provisions in the invitation to bid, request for proposals, Invitation to Negotiate, request for qualifications, or multi-step sealed bids, or multi-step requests for proposals or upon the mutual written consent of the Protestor and the Gulf Consortium.
3. Entitlement to Costs. In no case will the Protestor or Intervenor be entitled to any costs incurred with the Invitation to Negotiate, or Request for Proposals, or multi-step sealed bids, or multi-step requests for proposals, or Best And Final Offers, including, but not limited to bid preparation costs, lost profits, bid protest costs, and/or attorney's fees.
4. After a formal written protest has been filed with the Manager, the Protestor may not discontinue such appeal without prejudice, except as authorized by the Procurement Appeals Board or Special Master.
5. Stay of Procurement During Protests. In the event of a timely protest under Section 5.03 herein, the Purchasing Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the Consortium Manager makes a written determination that the award of a contract without delay is necessary to protect the substantial interests of the Gulf Consortium.

D. Protest of Intended Decisions; Procurement Appeal Board Proceeding.

1. Upon timely receipt of a notice of intent to protest an Intended Decision, the Manager shall provide the Protestor with acknowledgement of receipt and a copy of this Section. The Manager shall within one business day mail a copy of the notice of intent to protest to all persons who responded to an Invitation to Negotiate, or multi-step sealed bids, or multi-step requests for proposals, or Best And Final Offer.
2. Upon timely receipt of a formal written protest of an Intended Decision, the Manager shall provide the Protestor with acknowledgement of receipt and will notify the Chairman of the Procurement Appeals Board. The Manager shall within one business day mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an Invitation to Negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.

3. Procurement Appeals Board. There is hereby established a Procurement Appeals Board to be composed of a chairperson and two members and two alternates. The chairperson, members, and alternates of the Procurement Appeals Board shall be appointed by the Manager. The term of office of the chairperson, members, and alternates of the Procurement Appeals Board shall be three years. For the initial appointments, the Manager shall appoint the chairperson for a term of three years, one member and one alternate for a term of two years, and one member and one alternate for a term of one year so that a term of office expires every year. Thereafter, their successors shall be appointed for terms of three years, or for the balance of any unexpired term, but members may continue to serve beyond their terms until their successors take office. Members may be reappointed for succeeding terms.
 - a. Acting by two or more of its members, the Procurement Appeals Board shall issue a decision in writing or take other appropriate action on each formal written protest submitted. A copy of any decision shall be provided to all parties and the Manager.
 - b. Procurement Appeals Board Proceeding Procedures.
 - i. The Procurement Appeals Board shall give reasonable notice to all substantially affected persons or Firms, including the Protestor, and any Intervenor.
 - ii. At or prior to the protest proceeding, the Protestor and Intervenor or both, as the case may be, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the issues raised.
 - iii. In the protest proceeding, the Protestor, and Intervenor, or both, as the case may be, or his representative or counsel, may also make an oral presentation of his evidence and arguments.

Further, only reasonable direct and cross examination of witnesses shall be permitted, at the discretion of the Chairman of the Procurement Appeals Board. The members of the Procurement Appeals Board may make whatever inquiries they deem pertinent to a determination of the protest.
 - iv. The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Procurement Appeals Board shall base their decision on competent, substantial evidence. The protest proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - v. Within seven working days of the conclusion of the protest proceeding, the Procurement Appeals Board shall render a decision. The Procurement Appeals Board decision shall be reduced to writing and provided to the Protestor and/or Intervenor, as the case may be, and the Gulf Consortium.
 - vi. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

E. Protest of Procurement Award; Special Master Proceeding.

1. Upon timely receipt of a notice of intent to protest a Procurement Award of the Gulf Consortium, the Manager shall provide the Protestor with acknowledgement of receipt and a copy of the this Section. The Manager shall within one business day mail a copy of the notice of intent to protest to all persons who responded to an invitation to bid, a request for proposals, an Invitation to Negotiate, a Request for a Best and Final Offer, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals.

2. Upon timely receipt of a formal written protest of a Procurement Award of the Gulf Consortium, the Manager shall provide the Protestor with acknowledgement of receipt and will notify the General Counsel of the protest. The Manager shall within one business day mail a copy of the formal written protest to all persons who responded to an invitation to bid, a request for proposals, an Invitation to Negotiate, a request for qualifications, or multistep sealed bids, or multi-step requests for proposals.
3. Appointment of a Special Master. The Consortium Manager shall appoint and retain a special master or shall contract with the Florida Division of Administrative Hearings for an administrative law judge to act as a special master to conduct evidentiary proceedings regarding formal written protests of Procurement Awards. Each special master shall be a licensed attorney with the Florida Bar who has practiced law in Florida for at least five years, and who has experience in procurement law, local governmental law, or administrative law. Each special master appointed and retained by the Gulf Consortium shall serve at the pleasure of the Consortium Manager and shall be compensated at a rate or rates to be fixed by the Consortium Manager. The expense of each special master proceeding shall be borne equally by the Protestor and the Gulf Consortium.
4. Ex parte communication.
 - a. No Gulf Consortium employee, elected official, or other person who is or may become a party to a proceeding before a special master may engage in an ex parte communication with the special master. However, the foregoing does not prohibit discussions between the special master and Gulf Consortium staff that pertain solely to scheduling and other administrative matters unrelated to the merits of the hearing.
 - b. If a person engages in an ex parte communication with the special master, the special master shall place on the record of the pending case all ex parte written communications received, all written responses to such communications, a memorandum stating the substance of all oral communications received, and all oral responses made, and shall advise all parties that such matters have been placed on the record. Any party desiring to rebut the ex parte communication shall be entitled to do so, but only if such party requests the opportunity for rebuttal within ten days after notice of such communication. If he or she deems it necessary due to the effect of an ex parte communication received by him, the special master may withdraw from the case.
5. Powers of special masters. The special masters who conduct hearings pursuant to this Section shall have the powers of hearing officers enumerated in Section 120.569(2)(f), Florida Statutes, as amended.
6. Prehearing requirements. At least fourteen days prior to the date set for the hearing, the parties shall exchange a list of names and addresses of witnesses planned to testify at the hearing, and a list of exhibits planned to be introduced at the hearing, as well as produce the physical exhibits for inspection by the parties. Each party is entitled to depose witnesses scheduled to testify at the evidentiary hearing.
7. Hearings.
 - a. All hearings shall be commenced within 45 days of the date of the filing of the formal written protest. Requests for continuance by any party, either before or during the hearing, may be considered upon good cause shown.
 - b. All hearings shall be open to the public.
 - c. The participants before the special master shall be the Protestor, the Protestor's witnesses, if any, Gulf Consortium staff and witnesses, and any Intervenor. The participation of Intervenor shall be governed by the terms of the order issued by the special master in response to a petition to intervene. Intervention may only be permitted to any person, hereinafter referred to as Intervenor, who has submitted a timely response to the subject invitation to bid, request for proposals, an Invitation to Negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals,

and who has a substantial interest in the Procurement Award.

- d. Testimony and evidence shall be limited to matters directly relating to the formal written protest. Irrelevant, immaterial, or unduly repetitious testimony or evidence may be excluded.
- e. All testimony shall be under oath. The order of presentation of testimony and evidence shall be as set forth by the special master.
- f. To the maximum extent practicable, the hearings shall be informal.
- g. All parties shall have the opportunity to respond, to present evidence and provide argument on all issues involved which are related to the formal written protest, and to conduct cross examination and submit rebuttal evidence. During cross- examination of witnesses, questioning shall be confined as closely as possible to the scope of direct testimony and matters involving impeachment. The special master may call and question witnesses or request additional evidence as he or she deems necessary and appropriate.
- h. The special master shall render a final order on the formal written protest to the parties within ten days after the hearing concludes, unless the parties waive the time requirement. The final order shall contain written findings of fact and conclusions of law.

SECTION 5.04. CONTRACT CLAIMS.

A. Authority to Settle Contract Controversies. This Section applies to controversies between the Gulf Consortium and a contractor and which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, where the contractor and Gulf Consortium agree to utilize the provision of this Section.

- 1. The Manager is authorized to settle any controversy arising out of the performance of a Gulf Consortium contract, prior to the commencement of an action in a court of competent jurisdiction up to \$10,000 in value. Approval of the Board of Directors is required to settle any controversy in excess of \$10,000 in value.
 - a. If such a controversy is not resolved by mutual agreement, the Manager shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise be furnished to the contractor immediately. The decision shall:
 - i. State the reason for the action taken; and,
 - ii. Inform the Contractor of its right to administrative review as provided in this Section.
 - b. If the Purchasing Director does not issue a written decision required in paragraph (a) of this subsection within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.
 - c. The decision of the Manager may be appealed to the Procurement Appeals Board by the protestor by filing a formal written appeal with the Manager within five calendar days of receipt of the Manager's decision.
- 2. The Procurement Appeals Board is authorized to review any appeal of a decision on a contract controversy by the Manager or to hear any contract controversy in excess of \$10,000.
- 3. The Procurement Appeals Board shall promptly decide the contract or breach of contract controversy. The proceeding shall be de novo and shall follow the proceeding procedures contained in Section 5.03(D)(3). Any prior determination by administrative officials shall not be final or conclusive.

SECTION 5.05. REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW.

- A. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Consortium Manager, after consultation with the General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance or the Interlocal Agreement, then the solicitation shall be canceled or revised to comply with applicable law.
- B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Manager, after consultation with the General Counsel, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- C. After Award. If, after award, the Manager, after consultation with the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
 1. If the person awarded the contract has not acted fraudulently or in bad faith:
 - a. the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the Gulf Consortium; or
 - b. the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to termination, but excluding attorney's fees; or
 2. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the Gulf Consortium.

SECTION 5.06. EMPLOYMENT ELIGIBILITY AND VERIFICATION.

- A. Federal statutes and executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. It is the policy of the Gulf Consortium, Florida that unauthorized aliens shall not be employed nor utilized in the performance of contracted services for the Gulf Consortium, in accordance with the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended (8 U.S.C. § 1324a), and Subpart 22.18 of the Federal Acquisition Register.
- B. Employment Eligibility Verification.
 1. This Section on employment eligibility verification ("E-Verify") requirements shall apply to contractors and subcontractors performing contracted services for the Gulf Consortium, where the contracted services are funded pursuant to federal grants, federal contracts, state grants, or state contracts.
 2. Each Contractor and subcontractor, as defined in this section, shall agree to 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 Gulf 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).
 3. 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.

4. 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 Contract by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Contract a) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Contract by Contractor to perform employment duties within Florida within three business days after the date of hire.

Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Contract 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.

5. 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 previously, and to make such records available to the Gulf Consortium or other authorized state entity consistent with the terms of the Memorandum of Understanding.
6. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Gulf Consortium may treat a failure to comply as a material breach of the contract.

SECTION 6. CONTRACT ADMINISTRATION.

The Manager shall serve as the chief contract administrator for the Gulf Consortium.

SECTION 6.01. CONTRACT PROVISIONS.

- A. All Contracts for Legal Services shall be subject to approval by the Board.
- B. Standard Contract Clauses and Their Modification. The Manager, after consultation with the General Counsel, may establish standard contract clauses for use in Gulf Consortium contracts. However, the Manager may, upon consultation with the General Counsel, vary any such standard contract clauses for any particular contract.
- C. Contract Clauses. All Gulf Consortium contracts for services shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Manager, after consultation with the General Counsel, may propose provisions appropriate for service contracts, addressing among others the following subjects:
 1. the unilateral right of the Gulf Consortium to order, in writing, changes in the work within the scope of the contract;
 2. the unilateral right of the Gulf Consortium to order, in writing, temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 3. variations occurring between estimated quantities or work in contract and actual quantities;
 4. defective pricing;
 5. time of performance and liquidated damages;
 6. specified excuses for delay or nonperformance;
 7. termination of the contract for default which shall require Board approval; and
 8. termination of the contract in whole or in part for the convenience of the Gulf Consortium.

SECTION 6.02. PRICE ADJUSTMENTS.

- A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the Board:
1. by contract on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 2. by unit prices specified in the contract or subsequently agreed upon;
 3. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the Board;
 4. in such other manner as the contracting parties may mutually agree; or
 5. in the absence of agreement by the parties, by a unilateral determination by the Gulf Consortium of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the Gulf Consortium, subject to the provisions of this Section.
- B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

SECTION 6.03. ASSIGNMENTS OF CONTRACTS.

No contract made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the Gulf Consortium nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the Gulf Consortium.

SECTION 6.04. RIGHT TO INSPECT PLANT.

The Gulf Consortium may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor, which is related to the performance of any contract awarded, or to be awarded, by the Gulf Consortium. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the Gulf Consortium.

SECTION 7. RIGHTS OF THE BOARD OF DIRECTORS OF THE GULF CONSORTIUM.

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the Board in accordance with Florida law and in the best interests of the Gulf Consortium, to reject all bids/proposals received in response to a solicitation, to determine in its sole discretion the responsiveness and responsibility of any bidder/proposer, to approve and authorize or to enter or not to enter into any contract as it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when necessary and desirable for the public welfare.

SECTION 8. GULF CONSORTIUM PROCUREMENT RECORDS.

- A. Procurement Files. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Gulf Consortium in appropriate files by the Manager.
- B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the Gulf Consortium in accordance with records retention guidelines and schedules established by the State of Florida.

SECTION 9. SPECIFICATIONS.

SECTION 9.01. MAXIMUM PRACTICABLE COMPETITION.

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the Gulf Consortium's needs and shall not be unduly restrictive.

SECTION 10. ETHICS IN PUBLIC CONTRACTING.

SECTION 10.01. CRIMINAL PENALTIES.

To the extent that violations of the ethical standards of conduct set forth in this Section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

SECTION 10.02. EMPLOYEE CONFLICT OF INTEREST.

- A. Participation. It shall be unethical for the Manager and the General Counsel and the employees of either to participate directly or indirectly in a procurement contract when the Manager and the General Counsel and the employees of either knows that:
1. the Manager and the General Counsel and the employees of either or any member of the immediate family (father, mother, brother, sister, child, grandparent, or grandchild of employee or spouse) has a financial interest pertaining to the procurement contract; or
 2. any other person, Firm, or organization with whom the Manager and the General Counsel and the employees of either or any member of a Gulf Consortium employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- B. Blind Trust. The Manager and the General Counsel and the employees of either who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

SECTION 10.03. CONTEMPORANEOUS EMPLOYMENT PROHIBITED.

It shall be unethical for the Manager and the General Counsel and the employees of either who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Gulf Consortium.

SECTION 10.04. USE OF CONFIDENTIAL INFORMATION.

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

SECTION 10.05. WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST.

The Consortium Manager may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

- A. the contemporaneous employment or financial interest of the Manager's or General Counsel's employee has been publicly disclosed;

- B. the Manager's or General Counsel's employee will be able to perform his procurement functions without actual or apparent bias or favoritism; and
- C. the award will be in the best interest of the Gulf Consortium.

SECTION 10.06. GRATUITIES AND KICKBACKS.

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee of the Manager or the General Counsel, or a Director, Alternate or Ex- Officio member of the Board, or for any employee of the Manager or the General Counsel, or a Director, Alternate or Ex-Officio member of the Board, 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.
- B. 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.
- C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

SECTION 10.07. SANCTIONS.

The Board may impose any one or more of the following sanctions for violation of the ethical standards:

- 1. written warnings;
- 2. termination of contracts; or
- 3. debarment or suspension as provided in Section 16.

SECTION 10.08. RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS.

- A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by the Manager or General Counsel's employee or a non-employee may be recovered from both Gulf Consortium employee and non-employee.
- B. Recovery of Kickbacks by the Gulf Consortium. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Gulf Consortium and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

SECTION 11.

SECTION 11.01. FEDERAL POLICY NOTICE PATENTS.

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

- A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.
- B. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

SECTION 11.02. NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS.

- A. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
 - 1. equal employment opportunity;
 - 2. affirmative action;
 - 3. fair labor standards;
 - 4. energy conservation;
 - 5. environmental protection; or
 - 6. other similar socio-economic programs.
- B. Notice. The Manager shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Manager shall include in the contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

SECTION 12. INSURANCE REQUIREMENTS.

- A. Minimum Requirements. Contractor shall purchase and maintain such insurance as will protect it from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in amounts determined by the provisions of the Risk Management Policy.
- B. Certificates of Insurance. Certificates of Insurance acceptable to the Gulf Consortium shall be filed with the Purchasing Division prior to the commencement of the work and periodically thereafter upon any renewals during the term of the contract.
- C. Change of Insurance Requirements. The Gulf Consortium reserves the right to change the insurance requirements based on the project scope, or when determined in the best interest of the Gulf Consortium.

SECTION 13. BONDS AND DEPOSITS.

When any of the following bonds are required, the bond will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the appropriate bond is accepted by the Gulf Consortium.

SECTION 13.01. TYPES OF BONDS AND DEPOSITS.

- A. Performance Bond - For a project of an estimated value less than \$200,000, requirement of a performance bond will be at the discretion of the Manager with the approval of the Consortium Manager. For projects estimated to be \$200,000 or more, such bond will be required to insure that a contract is carried out in accordance with the applicable specifications and at the agreed contract price.
- B. Payment and Material Bond - For a project of an estimated value less than \$200,000, requirement of a payment and material bond will be at the discretion of the Consortium Manager. For projects estimated to be \$200,000 or more, such bond will be required to protect the Gulf Consortium from suits for non-payment of debts, which might be incurred by a contractor's performance for the Gulf Consortium.

- C. **Warranty Bonds-** At the discretion of the Manager, after consultation, a Warranty Bond may be required from a successful bidder to insure warranty provisions are fulfilled.
- D. **Guaranty of Good Faith Deposit (Bid Deposit) -** For projects estimated to be less than \$200,000, requirement of a bid bond will be at the discretion of the Consortium Manager. For purchases where it is determined by the Manager to be in the best interest of the Gulf Consortium, and projects estimated to be \$200,000 or more, bidders will be required to submit with their bid or proposal a guaranty of good faith deposit. When in the best interest of the Gulf Consortium, the Consortium Manager may waive these requirements.
 - 1. **Return of Bond.** Such deposit may not be withdrawn until a specified time after the proposals are opened and awards made. The deposit of the bond shall be retained by the Manager until satisfied that the Contractor's obligations have been satisfactorily completed.
 - 2. **Substitutes.** In lieu of a surety bid bond, contractor may submit a certified check, cashier's check, or treasurer's check, on any national or state bank. Such deposits shall be in the same percentage amounts as the bond. Such deposits shall be retained by the Manager until all provisions of the contract have been met.
- E. **Irrevocable Letter of Credit.** Upon approval of the Manager, a contractor may present an Irrevocable Letter of Credit from a national or state chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a period of time not less than three months beyond the scheduled completion date of the purchase of the contracted services or materials.
- F. **Retention of Payments.** The Gulf Consortium may require the payment for a project, or a portion thereof, be withheld until the project has been completed as a method of protecting the Gulf Consortium's interest. Retention may also be used in lieu of the above listed bonds. The solicitation documents shall specifically state if retention of any portion or all of the payment for the project is to be done.

SECTION 13.02. AMOUNT OF BOND OR DEPOSIT.

- A. **Amount of Bond.** Bonds or deposits, which may be required, shall normally be in the following amounts, except as provided in the following subsection B.
 - 1. **Performance Bond:** 100% of contract price.
 - 2. **Payment Bond:** 100% of contract price.
 - 3. **Payment and Performance Bond:** 100% of contract price.
 - 4. **Guaranty of Good Faith Deposit (Bid Deposit or Bond):** The bid deposit will be 5% of the price bid by the vendor.
- B. **Exceptions to Amount of Bond.** Any of the previously listed bonds may be required at another amount approved by the Consortium Manager when in the best interest of the Gulf Consortium.

SECTION 13.03. PROCESSING OF BONDS AND DEPOSITS.

- A. **Responsibility for Securing Bonds.** The contractor shall be responsible for securing the bond. Any costs may be included in the contract price.
- B. **Licensure of Bonding Company.** The company acting as surety for any bond issued shall be licensed to do business in the State of Florida.
- C. **Review of Bonds by General Counsel.** Surety bonds furnished will be reviewed by the General Counsel, who shall either accept or reject it for the Board. All surety bonds accepted shall be forwarded to the Manager to be filed in the official records of the Board.

- D. Failure to Provide Required Bond. In the event a contractor fails to provide an acceptable bond when required, within 10 days after notification, the General Counsel will be notified. Upon the recommendation of the General Counsel, the Board may declare the contract null and void, and retain in the account of the Gulf Consortium any good faith deposits or guaranty which may have been submitted as liquidated damages under the terms of the solicitation.
- E. Filing of Bonds. Bonds, when accepted, shall be forwarded to the Manager and shall be filed with the applicable contract documents.
- F. Deposits. Cash deposits (cashier's check, money orders, bank drafts, etc.) of all bidders shall be forwarded to the Manager for deposit to the account of the Gulf Consortium. Upon award of contract, the Manager shall be responsible for approving the return of deposits to unsuccessful bidders.
- G. Plans and Specification Deposit/Fees. The Manager is authorized to assess reasonable deposits or fees or both, not to exceed the cost of reproduction, for plans and specifications issued as a part of invitations for bids or requests for proposals. Deposits of all bidders for plans and specifications shall be forwarded to the Manager for deposit to the account of the Gulf Consortium. Upon award of contract, the Manager or designee shall be responsible for approving the return of refundable deposits to unsuccessful bidders. Fees are to be deposited into the account from which applicable reproduction costs are paid.

SECTION 14. PAYMENT TO VENDORS.

It is the policy of the Gulf Consortium that payment for all purchases by the Gulf Consortium be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," Sections 218.70-218.79, Florida Statutes.

SECTION 15. PAYMENT DISPUTE RESOLUTION.

- A. In the event a dispute occurs between a contractor/vendor, herein referred to as "vendor", and the Gulf Consortium concerning payment of a payment request for construction work or an invoice for goods and/or services, the vendor should first attempt to resolve the issue with the Manager. If the dispute cannot be resolved between the vendor and the Manager within two business days of the dispute first being raised, the vendor may file a formal payment dispute. Formal payment dispute resolution shall be finally determined by the Gulf Consortium, under this procedure in accordance with Section 218.76, Florida Statutes.
- B. Filing a Dispute. Any vendor shall file with the Manager in a formal notice of payment dispute in writing within two business days of the dispute first being raised.
 - 1. The notice of payment dispute shall contain at a minimum: the name of the vendor; the vendor's address and phone number; the name of the vendor's representative to whom notices may be sent; the contract number associated with the payment dispute; and, a brief factual summary of the basis of the dispute.
 - 2. Waiver. Failure to timely file a written payment dispute shall constitute a waiver of proceedings under this Section.
 - 3. Upon timely receipt of a formal payment dispute, the Contract Manager shall provide the vendor with acknowledgement of receipt, will notify the Payment Dispute Resolution Committee, and will coordinate with all parties to establish the date and time for a Payment Dispute Resolution Proceeding.
- C. General Provisions.
 - 1. Time Limits. Proceedings to resolve the dispute shall be commenced not later than 45 calendar days after the date on which the payment request or proper invoice (as specified in the contract document) was received by the Gulf Consortium and shall be concluded by final decision of the Gulf Consortium not later than 60 calendar

days after the date on which the payment request or proper invoice was received by the Gulf Consortium.

2. Protest. Dispute resolution procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding, which prohibits a court from deciding de novo any action arising out of the dispute.
3. Interest. If the dispute is resolved in favor of the Gulf Consortium, then interest charges shall begin to accrue 15 calendar days after the Gulf Consortium's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.
4. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

D. Payment Dispute Resolution Proceeding Process.

1. All formal payment disputes shall be presented to the Payment Dispute Resolution Committee. The committee shall be comprised of the members designated by the Manager.
2. Within three (3) business days of timely receipt of a formal notice of payment dispute, the Contract Manager shall schedule a proceeding before the Payment Dispute Resolution Committee to include all substantially affected persons or Firms, including the vendor and Gulf Consortium project manager. Non-appearance by the vendor shall constitute a forfeiture of proceedings with prejudice.
3. At or prior to the dispute proceeding, the vendor and project manager, may submit any written or physical materials, objects, statements, affidavits, and arguments which he/she deems relevant to the payment dispute.
4. In the proceeding, the vendor and project manager, or his representative or counsel, may also make an oral presentation of his evidence and arguments. Further, only reasonable direct and cross-examination of witnesses shall be permitted, at the discretion of the Chairman of the Payment Dispute Resolution Committee. The members of the Payment Dispute Resolution Committee may make whatever inquiries they deem pertinent to a determination of the dispute.
 - a. The judicial rules of evidence shall not strictly apply; however, witnesses shall be sworn, and any testimony taken under oath and, the members of the Payment Dispute Resolution Committee shall base their decision on competent, substantial evidence. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.
 - b. Within three business days of the conclusion of the proceeding, the Payment Dispute Resolution Committee shall render a decision. The Payment Dispute Resolution Committee decision shall be reduced to writing and provided to the vendor and the Gulf Consortium project manager. The decision of the Payment Dispute Resolution Committee shall be final and conclusive for all disputes valued less than \$100,000.
 - c. For those disputes valued above \$100,000, the Payment Dispute Resolution Committee shall file a Recommended Order for approval by the Manager.

SECTION 16. AUTHORIZATION TO DEBAR OR SUSPEND VENDOR.

- A. Suspension. After consultation with the General Counsel, the Manager is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall be for a period not to exceed three months, and the Manager shall immediately inform the Board and provide notice to the affected person.

- B. Debarment. After reasonable notice and a reasonable opportunity for the suspended person to be heard, the Board shall either disbar such person or terminate the suspension. The debarment should be for a period of not more than three years.
- C. Causes for Debarment. The causes for debarment include:
1. entry of a plea of guilty, no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Gulf Consortium contractor;
 3. entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. violation of contract provisions, as set forth below, of a character which is regarded by the Board to be so serious as to justify debarment action:
 - a. deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; and
 5. any other cause the Manager or Board determines to be as serious and compelling as to affect responsibility as a Gulf Consortium contractor, including debarment by another governmental entity.
- D. Notice of Decision. The Manager shall issue a written notice to the person of the decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial or administrative review. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.

SECTION 16.01. APPEAL OF DECISION TO DEBAR OR SUSPEND.

The Board's decision to debar or suspend a person or Firm shall be final and conclusive, unless the debarred person commences a timely action in court in accordance with applicable law.

SECTION 17. SEVERABILITY.

The provisions of this Resolution are severable and it is the intention to confer the whole or any part of the Powers herein provided for. If any of the provisions of this Resolution shall be held unconstitutional by any court of competent jurisdiction, the decision of such Court shall not affect or impair any remaining provisions of this Resolution. It is hereby declared to be the legislative intent that this Resolution would have been adopted had such unconstitutional provision not been included therein.

SECTION 18. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.


Duly passed and adopted on this 25th day of March, 2015.

GULF CONSORTIUM

By: 

Grover Robinson, Chairman

ATTEST:


Warren Yeager, Secretary-Treasurer

AMENDMENT TO RESOLUTION 2015-01

**A RESOLUTION OF THE GULF CONSORTIUM,
AMENDING RESOLUTION 2015-01, PROVIDING FOR
THE COMPETITIVE PROCUREMENT OF
MANAGEMENT SERVICES; AND PROVIDING AN
EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GULF
CONSORTIUM:**

**SECTION 1. RESOLUTION 2015-01, SECTION 3 relating to definitions and
construction is amended to add the following underlined text:**

18. "Manager" and "Consortium Manager" mean the Manager or Interim
Manager of the Consortium, or his designee. Provided, however, in relation to the
procurement of management services, the term means the General Counsel.

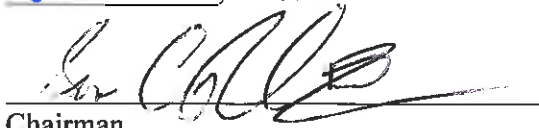
**SECTION 2. RESOLUTION 2015-01, SECTION 4, relating to authority of
consortium manager and Leon county purchasing director is amended to add the following
underlined text :**

The Manager shall purchase or supervise the purchase of all services for
the Consortium, except that the General Counsel shall purchase or supervise the
purchase of management services. In executing those duties, the Manager or the
General Counsel in instances of management service purchases shall rely upon
Leon County's Purchasing Director and her technical and strategic procurement
support, including, but not limited to, preparing the solicitation document,
advertising and disseminating a solicitation document, and advising the Manager
or the General Counsel in instances of management services purchases, the
procurement Evaluation Team and the Board in the selection of the most qualified
firm.

**SECTION 3. RESOLUTION 2015-01 is further amended to provide that in each
and every place the term "legal services" appears it shall also reference "management
services."**

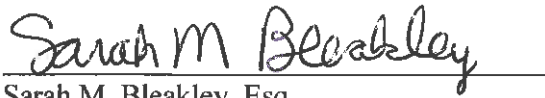
SECTION 4. EFFECTIVE DATE. This resolution shall take effect upon its approval
by the Board.

Duly passed and adopted this 19th day of June, 2015.


Chairman


Attest: Secretary-Treasurer

Approved as to form:


Sarah M. Bleakley, Esq.
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel

SECOND AMENDMENT TO RESOLUTION 2015-01

**A RESOLUTION OF THE GULF CONSORTIUM,
FURTHER AMENDING RESOLUTION 2015-01,
PROVIDING FOR THE COMPETITIVE PROCUREMENT
OF MANAGEMENT SERVICES; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on March 25, 2015, the Board of Directors of the Gulf Consortium (the “Consortium”) adopted a Purchasing Policy for Legal Services in the form of Resolution 2015-01; and

WHEREAS, on June 19, 2015, the Consortium approved an amendment to Resolution 2015-01, which established the Purchasing Policy for Management Services (the “First Amendment”) and prohibited the Interim Manager from being involved in the procurement process; and

WHEREAS, since the Interim Manager will not be competing in the permanent Manager procurement, the Consortium finds it is necessary to further amend Resolution 2015-01 to authorize the Interim Manager’s involvement and participation in the procurement process.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GULF CONSORTIUM:

SECTION 1. SECTIONS 1 and 2 of the First Amendment to RESOLUTION 2015-01 are hereby repealed in its entirety.

SECTION 2. The remainder of RESOLUTION 2015-01, as subsequently amended, shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect upon its approval by the Board.

Duly passed and adopted this _____ day of _____, 2016.

Chairman

Attest: Secretary-Treasurer

Approved as to form:

Lynn M. Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.
General Counsel

AGENDA ITEM 9.2

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 9.2
Approval of RFP for Management Services
and Appointment of Evaluation Team**

Executive Summary:

This agenda item proposes action on the RFP for the Consortium Permanent Manager.

Background:

On October 19, 2012, the Consortium hired the Florida Association of Counties (FAC) to provide Interim Management Services to the Consortium. The original contract contained a one-year term. That term was then extended in September 2013 until “the effective date of the Consortium’s hiring, engaging or retaining a permanent Manager, unless an earlier expiration date is mutually agreed to in writing.”

In anticipation of planning grant funds, the Consortium began the process of hiring a permanent Manager by approving the issuance of a Request for Proposals (RFP) utilizing the procurement services of Leon County Purchasing Department. The RFP was issued on June 23, 2015. However, the RFP process was suspended indefinitely on July 15, 2015 due to the Restoration Council confirming that planning grant funds would not be allowed for much of the costs of the day-to-day functions performed by the Manager of the Consortium.

With the approval of the Consortium’s planning grant application, including a \$50,000 per year (for 2 years) request to fund a “Contract Manager” for the Consortium, the Consortium is not in a position to be able to recruit qualified responders to a (permanent) Manager RFP. This \$50,000 can only be used to reimburse the costs of a person/firm that is competitively selected by the Consortium and whose work is directly related to the planning grant. In addition, because of the award of the planning grant and a greater understanding of its limitations and inclusions, the Consortium is aware that county contributions will continue at least at their current levels for some time to come. The \$60,000 budget item (funded with county contributions) could be used to help fully fund a permanent manager contract at approximately \$110,000. At this contract level, it is anticipated that qualified firms would be interested in assisting the Consortium.

In addition to clarity on the contract funding issues for a permanent manager the Consortium has recently gained an understanding of the high level of sophisticated, technical, professional services that the Consortium needs as it now begins the intense work of developing the State Expenditure Plan.

Accordingly, staff has revised the original manager RFP that is attached hereto and includes 17 different services, among them serving as the Consortium Manager; maintaining all official records; providing and scheduling all logistics for Consortium meetings; providing contract development, procurement, management and oversight of contracts; establishing more permanent and necessary processes, services, and functions for the development of the SEP.

The schedule for the RFP process is on page 4, with the RFP being released on December 12, 2016 and a full Board of Directors consideration of the Evaluation Team's recommendation on February 8, 2017. Negotiations would then ensue and a contract presented.

Analysis:

Attached is proposed RFP for Management Services. The RFP achieves the following:

- articulates a desired scope of services;
- establishes a schedule for the RFP process (RFP issuance on December 5; Evaluation Team report to the Board on February 8, 2017);
- sets forth response and submission requirements;
- articulates evaluation criteria and scoring; and
- creates policies for ethical business practices and excludes firms with certain conflicts of interests from consideration under the RFP.

The Board will need to approve the Composition of the Evaluation Team for this RFP. Staff recommends that it be composed of five members, as follows:

- a representative from the Department of Environmental Protection: Phil Coram, Administrator, Florida Coastal Office, Deepwater Horizon Team;
- a county attorney from the eight disproportionately impacted counties: Mark Davis, County Attorney, Walton County;
- a county attorney from the remaining fifteen counties: Robert Shillinger, County Attorney, Monroe County;
- a county manager from the eight disproportionately impacted counties: Jack Brown, County Administrator, Escambia County; and
- a county manager from the remaining fifteen counties: Len Sossamon, County Administrator, Hernando County.

The Executive Committee, at its meeting of November 17, 2016, voted unanimously to approve the RFP for Management Services and appointment of the Evaluation Team as proposed.

Fiscal Impact:

See Agenda Item 9.1 on the fiscal impact for the resulting Manager contract. The Consortium has secured the services of the Leon County Procurement to assist with the facilitation and administration of this competitive procurement. The Consortium under its Interlocal Agreement with Leon County for these services is obligated to reimburse the county for its direct expenses.

Options:

- (1) Board approval of a motion to reinstate the Consortium RFP process for a Permanent Manager and appointment of the Evaluation Team; or
- (2) Provide other direction.

Recommendation:

Approval of a motion reinstating the RFP process for the Consortium Permanent Manager; releasing an RFP substantially in the form attached hereto; and, appointing the Evaluation Team as outlined.

Attachments:

RFP for Permanent Manager of Gulf Consortium.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 18, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



**REQUEST FOR PROPOSALS
For**

**MANAGEMENT SERVICES
for the
GULF CONSORTIUM**

Proposal Number _____

Release Date: December 5, 2016

I. INTRODUCTION

Leon County (County) is issuing this Request for Proposals (RFP) 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 RFP. This solicitation is for the procurement of management services for the Gulf Consortium.

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.

The Permanent Manager will report directly to the Gulf Consortium Board of Directors.

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 and through a planning grant from the Council. Currently, the Consortium has budgeted \$60,000, annually, for the Florida Association of Counties' interim management services through the county contributions and \$50,000, annually, for two years, for contract management services through the planning grant. The scopes of these two services are being combined in this RFP. Finally, there may be additional administrative and/or direct grant costs that could be reimbursed but those costs' rate/timing of reimbursement is unknown and responses to this RFP are deemed to have assumed the risk on the level of any such reimbursement. Nothing in this paragraph expressly or impliedly obligates the Consortium to enter into a contract for management services at these revenue amounts.

C. PROJECT OVERVIEW

The Consortium has no employees but instead contracts for services. This solicitation is for the procurement of management services for the Gulf Consortium.

D. TERM OF CONTRACT

The initial contract resulting from this RFP will be effective after approval by the Consortium Board of Directors to start on an agreed upon date for a period not to exceed two (2) years. After the initial two (2) year period, at the sole option of the Consortium, the contract may be extended for no more than three additional one (1) year periods. Such one (1) 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.

E. EXHIBITS AND RESOURCES

The following resources are listed 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 www.leoncountyfl.gov/ProcurementConnect.

1. RESTORE ACT
2. Interlocal Agreement Establishing the Gulf Consortium

3. Memorandum of Understanding between the Gulf Consortium and Florida Governor Rick Scott
4. Applicable U.S. Treasury Rules (<http://www.treasury.gov/services/restore-act/Pages/default.aspx>)
5. Applicable Restoration Council Rules and Releases (<https://www.restorethegulf.gov/our-work/spill-impact-component>)
6. The Consortium's Purchasing Policy for Legal Services
7. Comprehensive Plan: Restoring the Gulf Coast's Ecosystem and Economy by the Gulf Coast Ecosystem Restoration Council (August 2013 and August 2016 update)
8. Gulf Consortium's Planning State Expenditure Plan, as approved by the Restoration Council
9. Gulf Consortium's Planning Grant Agreement with the Restoration Council
10. Gulf Consortium's Interlocal Agreement with the Leon County Clerk of Court for Fiscal Agent Services
11. Documents related to the Competitive Procurement, Contract, and Contract Amendment between the Gulf Consortium and ESA (available at www.FACRestore.com)

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. "Manager" and "Consortium Manager" mean the Manager or Interim Manager of the Consortium, or his designee.
- I. "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.
- J. "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.
- K. "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.

- L. "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, under the Spill Impact Component.

III. GENERAL INSTRUCTIONS

A. Schedule of Events:

Below in Table 1 is the current schedule of the events that will take place as part of this RFP process (**Schedule of Events**). Leon County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests 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 Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings.** The website addresses follow:

Addenda: <http://www.leoncountyfl.gov/ProcurementConnect>

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

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
December 5, 2016	Release of the RFP
December 16, 2016 - 2:00 pm, Eastern time	MANDATORY PRE-PROPOSAL MEETING: Date and time the MANDATORY Pre-Proposal Meeting will be held at the Leon County Purchasing Division located at 1800-3 North Blair Stone Road, Tallahassee, Florida 32308. This will be a public meeting that the public is invited to attend.
December 20, 2016	PRE-PROPOSAL QUESTIONS/INQUIRIES DEADLINE Date and time by which Pre-Proposal Meeting questions must be received by Leon County
January 10, 2017- Not later than: 2:00 p.m. Eastern Time	OPENING DATE: Date and time by which Proposals must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308
February 8, 2017	Anticipated Date of Consortium Board of Directors consideration of Evaluation Team recommendation

- B. Information, Communication, and Addenda: Any questions concerning this RFP process, required submittals, evaluation criteria, Schedule of Events, and selection process shall be directed via e-mail to Shelly Kelley (at kelleys@leoncountyfl.gov) AND Don Tobin (at tobind@leoncountyfl.gov). Firms are required to send such requests to both representatives.

Each Respondent shall examine the RFP documents carefully; and, no later than the date and time identified in the Schedule of Events as the Questions/Inquiries Deadline, he or she shall make a written request to Leon County for interpretations or corrections of any ambiguity, inconsistency or error which he or she may discover. Such request shall be directed via e-mail to Shelly Kelley (at kelleys@leoncountyfl.gov) **AND** Don Tobin (at tobind@leoncountyfl.gov). **Firms are required to send such requests to both representatives.**

All interpretations or corrections will be issued as addenda. Leon County and the Consortium will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the Respondent as a result of any discussions with any Leon County employee or Consortium representative prior to the opening of the 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 Respondent which are in writing and signed will be recognized by the County and Consortium as duly authorized expressions on behalf of a Respondent.

Also, only communications from Respondents which are in writing and signed will be recognized as duly authorized expressions on behalf of Respondents.

- C. Prohibited Communications: Any form of communication, except as otherwise authorized in this RFP, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation 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 RFP 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.

- D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Purchasing Division at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP 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. Firm/Vendor Registration: Firms who obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division via ProcurementConnect (www.leoncountyfl.gov/ProcurementConnect) in order to be placed on the Registered Plan Holders list for the solicitation. Please download the solicitation documents from this website to be registered. 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 Procurement Connect 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://www.leoncountyfl.gov/ProcurementConnect> 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.

- F. Proposal Deadline: **Proposals must arrive at the Leon County Purchasing Division at the above listed address by no later than the Opening Date (date and time) to be considered.**
- G. Receipt and Opening of Proposals: Proposals will be opened publicly, at the location, and at the date and time identified in the Schedule of Events as the Opening Date, and a tabulation sheet of the timely received Proposals shall be made public and will be posted on the Purchasing Division's Website at: <http://leoncountyfl.gov/ProcurementConnect>.

Proposals received by the Purchasing Division prior to Opening Date will be secured unopened until the Opening Date. The purchasing agent, whose duty it is to open the Proposals will decide when the time specified as the Opening Date has arrived and no Proposals received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Proposal not properly addressed and identified on the outside of the envelope(s)/package(s), including the proposal number on the outside of the envelope/package. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

- H. Timely Delivery: It is the Respondent's responsibility to assure that their Proposal is delivered at the proper date, time and location. Proposals will not be received, opened, reviewed, or evaluated by the Purchasing Division after the Opening Date.

- I. Public Record: Sealed bids, Proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.
- J. Preparation Costs: Leon County and the Gulf Consortium are not liable for any costs incurred by Respondents prior to the issuance of an executed contract.
- K. Interviews: Firms responding to this RFP must be available for interviews by the Evaluation Team, Leon County staff, and/or the Gulf Consortium Board of Directors. Although it is not yet known whether interviews will be held.
- L. Preparation and Changes: Proposals must be typed or printed in ink. All corrections made by the Respondent prior to the Opening Date must be initialed and dated by the Respondent. No changes or corrections will be allowed after the Opening Date, or after Proposals are opened.
- M. Reservation of Rights: Leon County and/or the Gulf Consortium reserve the right to reject any and/or all Proposals, in whole or in part, when such rejection is in the best interest of Leon County and/or the Gulf Consortium. Further, the County/Consortium reserves the right to withdraw this solicitation at any time prior to final award of contract.
- N. 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 Proposal in response to this document, the Respondent certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.**
- O. 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.
- P. 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 response. 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.

- Q. Addenda To Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/ProcurementConnect>. It is the responsibility of the Respondent, prior to submission of any Proposal, to check the above website to verify any addenda issued. The receipt of all addenda must be acknowledged on the Proposal Response Cover Sheet.
- R. Award of RFP, Notice of Intended Decision and Protest: An award will be made as soon as possible to the responsive, responsible Respondent(s) who rank highest in the evaluation process, unless otherwise stated elsewhere in this document. The Consortium reserves the right to waive any informality in Proposals 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://leoncountyfl.gov/ProcurementConnect> 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 be 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.
- S. 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 RFP. Due care and diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful Respondent.
- T. Non-Collusion Affidavit: Any person submitting a Response to this RFP must execute the attached Non-Collusion Affidavit. If it is discovered that collusion exists among the Respondents, the Proposals

of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

- U. Conflict of Interest: A Respondent, any members of the Respondent's firm and any employee of the Respondent's firm who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, **shall be disqualified**.
- V. 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."
- W. 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.

IV. SCOPE OF SERVICES:

The Consortium is seeking proposals from qualified individuals and firms for the provision of professional management services.

A. Minimum Eligibility Requirements

To be eligible for submission/consideration, Respondents must not:

1. Have the Respondent nor any professional staff who comprise the Respondent's firm represent any member of the Gulf Consortium Board of Directors on any matter related to advocacy as to the member's securing of funding under the Spill Impact Component of the RESTORE Act or related to advocacy as to the selection and placement of projects and programs in the State Expenditure Plan. The Respondent's employee, who is identified in the respondent's Proposal as the Gulf Consortium Board's General Manager ("General Manager"), must have engaged in the active practice of management for no less than five (5) years in the past ten (10) years prior to the date of issuance of the Respondent's Proposal, with no less than two (2) years of experience providing management services to governmental bodies, special districts or similar public entities; and
2. Be excluded from submitting a Proposal due to a conviction for a public entity crime. 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 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Scope of Work

The following information describes the Consortium's expectations of the awarded contractor's responsibilities, as they relate to providing professional management services to the Consortium. It is expected that the selected Respondent will be required to perform all services identified in the Scope of Work on a non-exclusive basis. In addition, it is expected that the selected Respondent will be asked to perform other services that may be duly assigned, authorized and relate to the operation of the Gulf Consortium. The selected Respondent will work in close coordination with members and the Attorney for the Gulf Consortium. The scope of contracted work includes, but is not limited to:

1. Service as the Consortium Manager, as contemplated in the Interlocal Agreement establishing the Consortium, to administer the operations of the Consortium and perform all other administrative duties as directed by the Board in compliance with all applicable laws and rules;
2. Maintain all official records and files pertaining to the Consortium's operation, in compliance with Florida public records law;
3. Schedule and provide all logistics for Board and Executive Committee meetings and any other meetings that may be considered appropriate by the Board;
4. Prepare agenda, resolutions, notices, minutes and other communications that are required or are necessary to carry out the function and purpose of the Consortium, including the Consortium's website (www.FACRestore.com), newsletters, special electronic messages to the Consortium Board and maintain contact information for all recipients of Consortium communications;
5. Prepare an annual budget in accordance with the Interlocal Agreement establishing the Gulf Consortium;
6. Provide financial management and accounting services including, but not limited to, monitoring the budget and expenditures, providing invoices to the Consortium members for payment as directed by the Board, and meeting the requirements assigned to the Consortium in the Interlocal Agreements with the Leon County Clerk of Court regarding fiscal agent services;
7. Provide contract development, procurement, management and oversight of contracts and interlocal agreements to include, but not be limited to:
 - a. Consultant contract to develop the State Expenditure Plan;
 - b. Legal Services for the Gulf Consortium;
 - c. The Annual Financial Audit and any additional audits that may be required;
 - d. The annual Special Districting Fee Invoice and Report required by the State of Florida;
 - e. The Interlocal Agreement with the Leon County Clerk of Court related to fiscal agent services;
 - f. Federal grant agreements; and,

- g. All other contracts and interlocal agreements.
- 8. Regularly communicate with and report to the Board on meetings with the Consortium's Restoration Partners, including staff or members of the Restoration Council, U.S. Treasury, the Governor's Office, the Department of Environmental Protection, and other state and federal agencies, regarding issues of mutual interest;
- 9. Attend all regular and special meetings of the Executive Committee and Board of Directors of the Gulf Consortium, as well as committee meetings, which are currently held in various locations throughout the state, estimated to be approximately 15 times per year. Many of the Executive Committee meetings are conducted by way of conference call. The Manager/Management team is required to attend all of these meetings;
- 10. Perform follow-up activities as a result of matters addressed or considered during the Gulf Consortium Executive Committee and Board of Directors meetings at the request of either the Executive Committee of the Board, as applicable;
- 11. Participate in the development and revisions of the Consortium's policy, procedures, and governing documents, at the request of the Executive Committee or the Board of the Gulf Consortium;
- 12. Monitor the status of the Gulf Consortium's activities, and be able to provide contemporaneous advice during the Consortium Executive Committee and Board of Directors meetings;
- 13. Respond to direct inquiries from members of the Gulf Consortium;
- 14. Participate in contract reviews, negotiations, settlements, changes and protests at the request of the Executive Committee or the Board of the Gulf Consortium;
- 15. Participate with the General Counsel and the consultant engaged to assist in development of the State Expenditure Plan in periodic but regular meetings related to the development of the State Expenditure Plan, including but not limited to the development and implementation of the Planning Grant Award from the Restoration Council;
- 16. Participate with the General Counsel and the consultant team engaged to develop the State Expenditure Plan in establishing an administrative structure for the Gulf Consortium to implement the State Expenditure Plan, including but not limited to, a more permanent establishment of items (1) and (15) of this scope plus a federal grant administration, management, and writing capability designed for the unique nature of the Consortium at the implementation stage of the State Expenditure Plan; and,
- 17. Provide additional services, and doing all other things necessary to further the goals and duties of the Consortium, as directed by the Gulf Consortium Executive Committee or Board of Directors.

V. REQUIRED SUBMITTALS

One **ORIGINAL, five (5) copies and one electronic copy** of the Response must be furnished on or before the Opening Date identified in the Schedule of Events. 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.

Proposals not received at the following location by the Opening Date will result in the determination that the Proposal is non-responsive, and Proposals found to be non-responsive shall not be considered. The responsibility for submitting the Proposal to the Leon County Purchasing Division, and for the Leon County Purchasing Division receiving such Proposal by no later than the Opening Date, is solely that of the Respondent. Leon County will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

ADDRESS LOCATION: **Board of County Commissioners
Leon County Purchasing Division
1800-3 North Blair Stone Road
Tallahassee, FL 32308**

The Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable. As part of Leon County's sustainability program, Leon County is trying to reduce the excess packaging, binders, and waste associated with submittals.

The front of each Proposal envelope/container shall contain the following information for proper identification:

1. The name and address of the Respondent,
2. The letters "RFP" and the RFP number,
3. That this is a Proposal,
4. The time/date specified for the Opening Date for Proposals, and
5. The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3").

This RFP will be used as the instrument to solicit Proposals for Management Services to Gulf Consortium. In order to maintain comparability and simplify the review and evaluation process, all Proposals submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Team, result in the elimination of the Proposal from consideration.

Be sure to follow and clearly mark each section of your Proposal according to the sections below.

A. Tab A – Firm Information and Transmittal Letter

This is a brief introductory section with a letter detailing the specific services being sought in the proposal. Present in brief, concise terms, a summary level description of the contents of the proposal and your firm and its capabilities. The Respondent must declare that the proposal is in all respects fair and in good faith without collusion or fraud. This section should also include the following:

1. Completed Proposal Response Cover Sheet Form (the Proposal Response Cover Sheet form is attached to this RFP).
 2. Table of Contents: The table of contents should include a clear identification of the material included in the Proposal, by section and by page number.
 3. Letter of Transmittal:
 - a. Briefly summarize the key points of the Proposal including the Respondent's understanding of the work to be done.
 - b. Incorporate the following information:
 - i. Business address and office location.
 - ii. Name(s) of the persons who will be authorized to make representations for the Respondent, their titles, addresses, e-mail addresses, telephone and fax number.
 - iii. Telephone number, email address and fax number of the primary contact person.
 - iv. Address of the office that is to perform the work.
 - v. Federal Identification Tax Number or Social Security Number.
 - c. The signer of the Letter of Transmittal shall declare that:
 - i. The Respondent's professional employee, who is identified in the Respondent's Proposal as the Gulf Consortium's General Manager ("General Manager") has been engaged in the active practice of providing management services for no less than five (5) years in the past ten (10) years prior to the date of issuance of the Respondent's firm's Proposal, with no less than two (2) years of experience providing management services to governmental bodies, special districts, or similar public entities;
 - ii. The General Manager who will be the professional who regularly attends all Management, Executive Committee and Board of Directors Gulf Consortium meetings and will be the primary Manager for the Gulf Consortium;
 - iii. Respondent and the employees who comprise the Respondent's firm do not represent any member of the Gulf Consortium Board of Directors on any matter related to advocacy as to the member's securing of funding under the Spill Impact Component of the RESTORE Act or related to advocacy as to the selection and placement of projects and programs in the State Expenditure Plan at the time the Respondent's Proposal is submitted, and will not engage in any such representation on behalf of any member of the Gulf Consortium Board of Directors at any time during the term of any contract entered into as a result of this RFP;
 - iv. That the information submitted in the Proposal is in all respects fair and in good faith, without collusion or fraud; no principal (which includes officers, directors, or executives) is presently suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation on this transaction by any agency; and that the signer has the authority to bond the Respondent.
- B. Tab B – Account Responsibility and **Manager/Management Team's** Experience, Demonstrated Ability and Location
1. Identify the contact person who will have account responsibility. Provide a statement as to such person's ability to speak and commit the firm in connection with any action required by the Gulf Consortium.
 2. Provide the name and title of the Manager.

3. Provide the permanent business address for the Manager.
4. Provide a resume for the Manager as an appendix.
5. Provide the number of years the Manager has been engaged in the provision of management services. Identify the Manager's experience representing local governmental bodies, advisory boards, or similar public entities.
6. Provide a straightforward, concise description of the capabilities of the Manager to satisfy the requirements of the RFP.
7. Provide an organizational chart outlining the key staff assigned to this contract.
8. Provide a resume for the key individuals identified on the organizational chart requested above.

C. Tab C – The **Responding Firm's** Experience, Demonstrated Ability and Performance Information

1. Provide a straightforward, concise description of the capabilities of the Respondent to satisfy the requirements of the RFP.
2. Provide information that clearly reflects the Respondent's experience in similar governmental contracts and demonstrates the Respondent's ability to provide the solicited management services. Discuss experience only since 2005 and only for current members of the firm. Include experience working with federal grants. For each account or activity being claimed as experience in a similar governmental contact provide a point of contact at the account, the annual value of the account, the duration of the contact and a brief explanation of service provided. (Limit to five pages).
3. Provide information related to the Respondent's organization and ability to assume new work (Limit to three pages).
 - a. Describe your firm including the organization. Compare the firm today as compared to three years ago.
 - b. Provide a table that reflects a current list of public entity clients. Include a point of contact and phone number for each.

D. Tab D – Responding Firm's Ability to Provide Support to the Gulf Consortium

1. Provide a written description of the following
 - a. The individual/firm's ability to provide management services, including a company background and history;
 - b. Identify how you will manage, service, and support the Consortium;
 - c. Present a detailed process for your services and how those components will benefit the Consortium; and,
 - d. Describe ethical standards that are enforced by the Respondent that will ensure the firm's good faith performance of the services identified herein.
2. Provide a description of the transition from the current interim manager/management team. Include a tentative schedule, if applicable.
3. Provide a description of any litigation against your management company, its principals, and/or the Manager that you propose to serve the Consortium.
4. Provide a description of any value added services and a statement on what distinguishes your firm from your competitors.
5. Provide any additional information that may be germane to the proposal and the evaluation of the individual/firm's experience. (Limit to 3 pages)
6. Provide a description of time keeping systems so as to able to withstand federal scrutiny on any payments made for services from the planning grant.

- E. Tab E – Firm’s Fees and Expenses: In the format shown below, state the monthly fee for the Management Services that the Gulf Consortium will be charged for the provision of the services identified in the section above entitled “Scope of Services” for year one, and for one one-year optional extension as follows, indicating a monthly not to exceed amount for each time period.

The Monthly rate shall include all services provided by the awarded firm, including costs and expenses, such as copying, long distance phone, travel, and general overhead.

The Monthly rate shall not include costs such as room rental, audio/visual rental, and deposits for meetings. These costs will be reimbursed at actual cost stated on vendor invoices.

Contract Term	Monthly Rate
Year One and Two	\$
Subsequent Years (if contract extended)	\$

- F. Tab F – Forms, Licenses, Registrations

Complete and provide the required forms, listed below. Provide a copy of all required licenses and registrations. The following forms are attached to, and by reference a part of, this RFP:

1. Proposal Response Cover Sheet
2. Equal Opportunity/Affirmative Action Statement
3. Insurance Certification Form
4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
5. Affidavit Certification Immigration Laws
6. Non-Collusion Affidavit
7. Drug-Free Workplace Form

VI. SELECTION PROCESS

- A. Evaluation Team: The Consortium Board of Directors shall appoint an Evaluation Team composed of a minimum of three and a maximum of five members who will review and evaluate all timely received Proposals not otherwise found to be non-responsive.
- B. Evaluation Team Meetings: 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 vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation, or at which a vendor answers questions as a part of a competitive solicitation. However, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.

Notice of all meetings shall be posted on the Leon County Purchasing Division website at:

www.leoncountyfl.gov/ProcurementConnect and in the Leon County Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

C. Steps in the Evaluation Process. The Evaluation Team will proceed with its selection process as follows:

- 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 ranking Proposals based upon the Rating System. The Evaluation Team will evaluate each Proposal against the Evaluation Criteria, assigning points that will not exceed the maximum points allowed for each Evaluation Criteria. The total points given each Proposal will be totaled, and a ranking will be determined. The best qualified Respondents shall be based upon the Evaluation Team's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the Evaluation Criteria. The highest ranked Respondent will be the Respondent with the greatest number of rating points.
- Step 3 Presentations and Interviews (Optional) – The Evaluation Team may invite a short-listing of the best qualified Respondents (Short-Listed Respondents) for formal presentations and interviews with the Evaluation Team. NOTE: If this option is selected, a posting of the selected shortlist will be posted as stated herein.
- Step 4 Final Ranking
- a. The final ranking for those Respondents that do not participate in Step Three – Presentations and Interviews – will be the rankings assigned as part of Step Two – Initial Ranking. If the Evaluation Team does not pursue Step Three, then the Step Two rankings will be the final rankings for all Respondents.
 - b. The following process will also be followed if the Evaluation Team pursues Step Three, and conducts formal presentations and interviews with the Short-Listed Respondents:
 - i. After conducting formal presentations and interviews with the Short-Listed Respondents, the Evaluation Team shall utilize the Ordinal Process Rating System to rank the Short-Listed Respondents that participated in Step Three, and shall list those Short-Listed Respondents interviewed by the Evaluation Team in order of preference.
 - ii. The Short-Listed Respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list.
 - iii. The most qualified Short-Listed Respondent that was interviewed by the Evaluation Team shall be listed as number 1, the second most qualified Short-Listed Respondent that was interviewed by the Evaluation Team shall be listed as number 2, and so forth.
 - c. The list of the best-qualified Respondents shall be forwarded to the Consortium Board of Directors for approval prior to beginning contract negotiations.
- Step 5 Negotiation (if needed) - The Consortium General Counsel will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the

Consortium determines is fair, competitive, and reasonable for said services. Should the Consortium be 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 Consortium may then undertake negotiations with the second most qualified firm (second ranked firm). Failing accord with the second most qualified firm, negotiations with the second ranked firm shall be formally terminated. The Consortium's representative may then undertake negotiations with the third most qualified firm (third ranked firm). Failing accord with the third most qualified firm, negotiations with the third ranked firm shall be formally terminated. Should the Consortium be unable to negotiate a satisfactory contract with any of the selected firms, the Consortium may select additional firms to continue negotiations.

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

- D. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations ("Rating System"):

Rating System	
Evaluation Criteria	Maximum Rating Points*
1. Manager/Management Team Experience and Demonstrated Ability	25
2. Firm's Past Experience, Demonstrated Ability and Performance	20
3. Firm's Ability to Provide Support to the Gulf Consortium	15
4. Sufficiency of the Proposal	10
5. Firm's Fee	30
Maximum Points Allowed	100
*Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria	

Definitions of the Evaluation Criteria are as follows:

1. Manager/Management Team's Experience and Demonstrated Ability: Shall consider Manager/Management Team's past experience in providing the same or similar type of service identified in this RFP for the Gulf Consortium; demonstrated ability to effectively and accurately communicate and work with the client; and the capacity to perform the tasks required in a timely and complete manner.
2. Firm's Past Experience, Demonstrated Ability and Performance: Shall consider past experience of the firm in providing the same or similar type of services requested herein; the ability, capacity, and skill of the firm to perform the requested services on a timely basis; responses of the client references; and continuing direction and vision of the firm.

3. Firm's Ability to Provide Support to the Gulf Consortium: Shall consider the firm's business integrity and reliability that will assure the firm's good faith performance of the services identified herein.
4. Sufficiency of the Proposal: Shall consider demonstration of the firm's understanding of the Gulf Consortium's objectives, and the needs as stated herein; the firm's approach to servicing the Gulf Consortium and the methods they will use to carry out their responsibilities; and compliance with the proposal preparation instructions and adequacy of information presented.
5. Firm's Fee: This criterion considers the firm's proposed average hourly rate for the Management Services, over a two-year period (the average of the hourly rates for Year One and Year Two). The firm with the lowest Monthly rate will receive 30 points. Firms with greater Monthly rates will receive fewer points, on a pro-rata basis, using the formula below:

$$\frac{L}{P} \times 30$$

Where:

L = Lowest Monthly Rate amount among all proposers

P = Proposer's Monthly Rate Amount

An example of how the Monthly Rate Amount Points will be awarded follows:

Firms	Proposed Monthly Rate	Fee Points
Firm 1	\$3500	19.29
Firm 2	\$2250	30.00
Firm 3	\$2825	23.90

E. 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 or the Evaluation Committee Chair will calculate an average rank for each response, combining all rankings of the reviewers, and present them to the Evaluation Team.

For example:

Firm	Raw Points Received	Rank
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:

- A. Cancellation: The contract may be terminated by the Gulf Consortium without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The Gulf Consortium may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The Gulf Consortium may retain/withhold payment for nonperformance if deemed appropriate to do so by the Consortium.
- B. Audits, Records, and Records Retention: The Contractor shall agree:
1. 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 contract.
 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, 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 contract.
 3. Upon completion or termination of the contract 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.
 4. 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.
 5. 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 Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- C. Monitoring: To permit persons duly authorized by the Consortium to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and interview any clients and employees of the Contractor to assure the Consortium of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the Consortium will deliver to the Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of the contract. The Contractor 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 contract; (2) the

withholding of payments to the provider by the Consortium; and (3) the termination of this contract for cause.

- D. Indemnification: The Contractor shall indemnify, defend and hold harmless the Consortium, its officials, officers, 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 successful Contractor to provide the defense. The successful contractor will agree to acknowledge that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the Consortium.

- E. Equal Opportunity/Affirmative Action Requirements: The Contractor 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 in effect at the time of submission.

- F. 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 low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The 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 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 for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate.
- b. Automobile Liability: \$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 \$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.
- 2. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the County. 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 (***Consortium is to be named as Additional Insured***).
 - i. 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.
 - ii. 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 county.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Consortium, its officers, officials, employees or volunteers.
 - iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. 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 County.
- 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 Consortium 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.

VIII. ETHICAL BUSINESS PRACTICES:

- A. Gratuities. It shall be unethical for any person to offer, give or agree to give any Gulf Consortium Board member or Consortium employee or agent, or for any Gulf Consortium Board member or Consortium employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or any 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.
- B. 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.
- C. 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.

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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your Proposal prepared in response to the subject Request for Proposals (RFP).

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

Shelly Kelley, Leon County Purchasing Director

Lynn Hoshihara, General Counsel, Gulf Consortium

This solicitation response is submitted in response to the subject RFP 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: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General
Liability:

Indicate Best Rating:
Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:
Indicate Best Financial Classification:

Professional Liability: Indicate Best Rating:

Indicate Best Financial Classification:

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating:

Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

RFP Title: Request for Proposal for Management Services for the Gulf Consortium

Proposal Number:

Opening Date: December 5, 2016

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, 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.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

**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

Leon County will not intentionally award County 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").

Leon County 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 Leon County.**

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.

LEON COUNTY 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 Notice for Calling for Proposal for:

Management Services for the Gulf Consortium 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 or will be made by the responder to induce any other person, partnership or corporation 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 Leon County 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 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

AGENDA ITEM 10

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 10
Approval and Adoption of the Consortium
2017 Meeting Calendar**

Statement of Issue:

This agenda item seeks approval and adoption of the Consortium 2017 meeting calendar.

Background:

Under the Interlocal Agreement creating the Gulf Consortium, the Chairman has the power to set the times and locations of the Consortium. However, the Chairman, at the Executive Committee meeting of September 9, 2016 recommended that the calendar be discussed by the Board at its regularly scheduled meeting on September 13, 2016. The Board gave direction to FAC staff to align the Gulf Consortium meetings with FAC events, Wednesday through Friday, and hold 2 additional stand-alone meetings, one in Hillsborough County, and the other in the panhandle in a facility able accommodate video and telephonic access. With that direction, FAC staff proposes the following dates and locations for the 2017 meeting calendar:

<u>Date</u>	<u>Day of Week</u>	<u>Location</u>
February 8, 2017	Wednesday	Hillsborough County
April 6, 2017	Thursday (<i>FAC Legislative Day</i>)	Leon County
May 17, 2017	Wednesday	Panhandle Location
June 28, 2017	Wednesday (<i>FAC Annual Conference</i>)	Palm Beach County
September 27, 2017	Wednesday (<i>FAC Policy Conference</i>)	Osceola County
November 15, 2017	Wednesday (<i>FAC Legislative Conference</i>)	Sarasota County

The Executive Committee, at its meeting of November 17, 2016, voted unanimously to recommend for approval the proposed 2017 Gulf Consortium meeting calendar.

Fiscal Impact:

The planning grant award includes reimbursement monies for the Consortium to fund many but not all of the costs of its meeting expenses during 2017. The grant includes \$32,000 available for reimbursement through the grant; the Consortium budget includes \$16,050.00 to fund those meeting expenses not covered by the grant. Any of these funds not drawn down through the grant to the Consortium will remain in the Trust Fund for distribution later, in the form of projects, programs, and activities. The options presented in this agenda item have varying costs associated with them and varying advantages and disadvantages for the Board.

Options:

- (1) Approval of the 2017 meeting calendar and meeting locations; or
- (2) Other direction provided to staff.

Recommendation:

Motion to approve and adopt the 2017 meeting calendar and meeting locations.

Attachments:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim General Manager
On: November 18, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

AGENDA ITEM 11

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 11
2017 Officer Elections Briefing**

Executive Summary:

This agenda item provides information about the process for electing the Chairman, Vice-Chairman and Secretary/Treasurer for the 2017 calendar year. This item does not require Board action; rather it serves as a reminder about the process the Consortium has used in the past and will use for the election of officers for 2017.

The election will be held at the first meeting in 2017, scheduled for February 8, 2017. The following is a summary of the election process adopted by the Board for the election:

- A Director may nominate him or herself for one or more of the offices sought.
- **The Director must notify the Interim Manager by January 9, 2017 of the intent to run for office.**
- The Director must secure written approval of the Director's candidacy by the respective Board of County Commissioners. The Board's approval must be provided to the Manager prior to the election.
- The re-election of an incumbent officer is allowed.
- Election is by written ballot, with a majority vote required of the Directors present and voting to determine the election outcome.
- Newly elected officers shall take office immediately and serve until the election of new officers for 2018.

After the election of the officers, the three elected officers select two additional Directors to serve as "at large," voting members of the Executive Committee. The Chairman typically calls a special conference call meeting of the three elected officers to select the two at large members of the Executive Committee.

Background:

The Interlocal Agreement establishes the following elected officers: Chairman, Vice-Chairman and Secretary/Treasurer. These officers must be Directors and shall each serve a one year term, unless reelected. The duties of the Chairman include signing documents, calling meetings of the Board and taking such other actions and having such other powers as provided by the Board. See, Sec. 3.04, 3.05, 3.07. The Vice-Chairman is authorized to act in the absence or otherwise inability of the Chairman to act. Sec. 3.05. The Secretary/Treasurer is responsible for the minutes of the meetings and shall have other powers approved by the Board. Sec. 3.05.

The Interlocal Agreement also provides that the Chairman, Vice-Chairman and Secretary/Treasurer shall select two other Directors who, together with the elected officers, shall constitute an Executive Committee.

Pursuant to the procedure adopted by the Board in November 2012 (copy attached), the Board is required to annually elect three officers from among the Directors at the first meeting of the year.

Analysis:

This agenda item does not require Board action. It provides information to the Directors and the public of the election process and that qualification for election to the three elected positions remains open until **January 9, 2017**, the closing date as established by the Interim Manager pursuant to the election procedure.

Options:

This agenda item is informational only. No action by the Board is required.

Fiscal Impact:

None.

Recommendation:

No Board action is required.

Attachments:

Policy adopted by Board of Directors, November 2012

Prepared by:

Lynn M. Hoshihara
Nabors, Giblin & Nickerson, P.A.
General Counsel
On: November 18, 2016

Gulf Consortium Process for Election of the Chairman, Vice Chairman and Secretary-Treasurer

Adopted by the Board of Directors in November 2012.

Commencing with the elections in 2013 and applicable annually thereafter, the following election process is approved:

- **Date of Election.** Election of officers shall be held annually at the Board's first meeting of the calendar year (the "Election Meeting").
- **Term of Office.** An officer shall take office immediately upon election. The term of office shall end upon the election of the officer at the following year's Election Meeting of the Board
- **Self Nomination and Notification; Timelines.--** Any Director wishing to run for an elected office shall formally declare his/her candidacy by the Qualifying Date which is either December 15 of the year before the term begins, or such other date, as set by the Manager, that is not less than 20 days prior to the Election Meeting. The Manager shall provide notice to each Director of the Qualifying Date at least 45 days before the Election Meeting. The Director's declaration of candidacy must be in writing, stating the office or offices sought, and be received by the Manager on or before the Qualifying Date. The Director shall send the declaration of candidacy to the Manager by either (a) express delivery, return receipt requested, or (b) via electronic mail (email). The Manager shall acknowledge receipt of emails declaring candidacy within 24 hours of receipt. However, it shall be the responsibility of the Director declaring his or her candidacy to assure that the email has been received by the Manager on or before the qualifying date.
- **Board of County Commissioners Approval.--** On or before the Election Meeting, a Director who is a candidate for office shall cause to be delivered a letter or resolution to the Manager from that Director's board of county commissioners stating its support for that Director's candidacy for an officer of the Gulf Consortium.
- **Order of Election and Written Ballot.--** At the Election Meeting of the Board of Directors, the Manager shall conduct the election of the offices for the Chairman, Vice-Chairman and Secretary-Treasurer in that order. Qualified candidates shall be given an opportunity to address the Directors for three minutes each. After the candidates' presentation for the respective office, the Interim Manager shall issue a written ballot for each Director to vote his or her preference for that office.

- **Majority Vote Requirements.**-- A majority vote of the Directors present shall be required for the election of the officer. Voting shall continue until a majority vote of the Directors present is achieved for a candidate for the office. In case of a tie, the Interim Manager shall call for another vote for those tied until the office is filled by a majority vote of the Directors present.

AGENDA ITEM 12

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 12
Interim Manager Report**

Executive Summary:

Presentation of Interim Manager report.

Report:

Since the Board's last meeting on September 13, 2016, the Consortium's Interim Manager has worked on the following tasks, in addition to those reflected in the agenda elsewhere:

- Gubernatorial appointee one-on-one meetings. Members of the Consortium contract staff have met individually with each appointee except one and scheduling with the one remaining is actively underway.
- Continued meetings with relevant members of the Governor's Office staff and members of the DEP Deepwater Horizon Team.
- Facilitated regularly scheduled, weekly internal Consortium team meetings and then separate meetings with the ESA Consultant Team.
- With the assistance of Langton Consulting, facilitated the establishment of Consortium accounts and registrations for planning grant reporting, payment approval, and payment delivery and disbursements.
- Participated in training sessions and activities on those systems (RAAMS and ASAP) and assisted in the trouble-shooting phase.
- Jointly engaged with the Leon County Clerk's office to work with the Restoration Council and Langton Consulting on the implementation of the Consortium fiscal controls.
- Continued regular communication with U.S. Treasury and Restoration Council staff.

Recommendation:

No action required.

Attachment:

None.

Prepared by:

Ginger Delegal
Florida Association of Counties
Interim Manager
On: November 18, 2016

AGENDA ITEM 13.1

**Gulf Consortium Board of Directors
December 2, 2016**

Agenda Item 13.1

**Approval of Third Amended Interlocal Agreement with Leon County for
Grant Administration Services**

Executive Summary:

Discuss and approve the attached Third Amended Interlocal Agreement with Leon County for Procurement and Grant Administration Services. The Executive Committee has recommended approval of the Interlocal Agreement.

Background:

On March 26, 2014, the parties entered into an Interlocal Agreement, which authorized Leon County to provide and assist the Consortium with procurement services to develop the State Expenditure Plan. The Interlocal Agreement was amended on October 28, 2014 to allow for the procurement of additional services for the Consortium, as needed. On June 24, 2015, the Interlocal Agreement was further amended to authorize Leon County to provide grant administrative services to the Consortium.

Analysis:

Attached is the Third Amended Interlocal Agreement between Leon County, Florida and the Gulf Consortium, which authorizes an extension of the Agreement for an additional three (3) years commencing on March 27, 2017.

The Executive Committee has recommended approval of the Interlocal Agreement.

Fiscal Impact:

The amended interlocal agreement does not alter the financial portion of the current interlocal agreement with Leon County; rather it continues to require the Consortium to reimburse the County for its direct expenses.

Recommendation:

Recommend approval of the Third Amended Interlocal Agreement between Leon County, Florida and the Gulf Consortium.

Attachments

Third Amended Interlocal Agreement between Leon County and the Gulf Consortium
Interlocal Agreement with Leon County.

Prepared by:

Lynn M. Hoshihara
Nabors, Giblin & Nickerson, P.A.
General Counsel
On: November 18, 2016

Action Taken:

Motion to: _____, Made by: _____;

Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**THIRD AMENDED INTERLOCAL AGREEMENT
BETWEEN LEON COUNTY, FLORIDA
AND
GULF CONSORTIUM REGARDING PROCUREMENT SERVICES**

THIS THIRD AMENDED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and among the LEON COUNTY, Florida, a charter county and political subdivision of the State of Florida (the "County"); and GULF CONSORTIUM, a legal entity and public body and a unit of local government (the "Consortium").

RECITALS

WHEREAS, the Parties entered into a Interlocal Agreement on March 26, 2014, which authorized the County to provide and assist the Consortium with procurement services in order for it to properly and effectively develop the State Expenditure Plan pursuant to the RESTORE ACT; and,

WHEREAS, the Parties amended the Interlocal Agreement on October 28, 2014 to allow for the procurement of additional services, as needed, for the Consortium; and,

WHEREAS, the Parties amended the Interlocal Agreement on June 24, 2015 to allow for the County to provide grant administrative services to the Consortium; and,

WHEREAS, the Parties to the Interlocal Agreement desire to amend certain provisions to allow for an extension of the term of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the County and the Consortium do hereby agree to amend the Interlocal Agreement as follows:

SECTION 4. TERM, COMMENCEMENT DATE; RENEWAL

The term of this Agreement shall be for a period of three (3) years commencing on March 27, 2017.

All other provisions of the Interlocal Agreement entered into by and between the Parties on March 26, 2014 and recorded in Official Records of Leon County in Book 4650 at Page 340, and the Amendment to the Interlocal Agreement entered into on October 28, 2014 and recorded in Official Records of Leon County in Book 4788 at Page 1250, and the Second Amendment to Interlocal Agreement entered into on June 24, 2016 and recorded in Official Records of Leon County in Book 4818 at Page 274, not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties cause this Third Amended Interlocal Agreement to be executed by their duly authorized representatives this 13th day of December, 2016.

LEON COUNTY, FLORIDA

Attest:
Bob Inzer
Clerk & Comptroller
Leon County, Florida

By: _____
John Dailey, Chairman
Board of County Commissioners

By: _____

Approved as to form:
County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

THE GULF CONSORTIUM

ATTEST:

By: _____
Chairman
Board of Directors

Secretary-Treasurer
Board of Directors

APPROVED AS TO FORM:

Lynn M. Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.

AGENDA ITEM 13.2

**Gulf Consortium Board of Directors
December 2, 2016**

**Agenda Item 13.2
Discussion of Legal Issues Related to Bonding
Pot 3 RESTORE Payments**

Executive Summary:

Discussion of Legal Issues Related to Bonding Pot 3 RESTORE Payments.

Report:

This discussion will be provided verbally during the meeting.

Recommendation:

Discuss and provide direction to Consortium staff on this item.

Attachment:

None.

Prepared by:

Lynn Hoshihara

General Counsel

On: November 18, 2016