



**REQUEST FOR PROPOSALS
For**

**LEGAL SERVICES
for the
GULF CONSORTIUM**

Proposal Number BC-04-23-15-24

Release Date: March 27, 2015

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.

A. BACKGROUND

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

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

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

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

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

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

- Consistency with the applicable laws and rules;
- Prioritization based on criteria established by the Consortium;
- Consideration of public comments;
- Approval by an affirmative vote of at least a majority of the Consortium Directors present at a duly noticed public meeting of the Consortium; and
- State agency involvement, input and review in the development the State Expenditure Plan, pursuant to the MOU.

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

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

B. FUNDING CONSTRAINTS

The Consortium is a newly created governmental entity. At this point, the Consortium functions with modest resources provided directly by its 23 member counties. The current resources are not sufficient to fund the Scope of Services sought by this RFP. The Consortium anticipates that it will receive RESTORE Act planning grant funding for developing the State Expenditure Plan from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund). The grant application is in process: the Planning State Expenditure Plan has been prepared and is awaiting submission to the Restoration Council. Once the Planning SEP is approved, the Consortium can submit the planning grant application. That application will include a budget for the Consortium's legal services over a two year planning horizon. It is not known at the time of this RFP release whether and at what level that budget will be approved by the Restoration Council.

C. PROJECT OVERVIEW

The Consortium has no employees but instead contracts for services. The Consortium is seeking Proposals from qualified individual attorneys or by law firms, to represent and serve as counsel to the Gulf Consortium Board of Directors, which is responsible for meeting the requirements of the RESTORE Act to develop a State Expenditure Plan for economic and environmental recovery of the Gulf coast in Florida following the Deepwater Horizon oil spill.

D. 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. Initial Comprehensive Plan: Restoring the Gulf Coast's Ecosystem and Economy by the Gulf Coast Ecosystem Restoration Council (August 2013)
8. Gulf Consortium's Planning State Expenditure Plan, as submitted to the Restoration Council

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
March 27, 2015	Release of the RFP
April 10, 2015, 2015 - Not later than: 5:00 p.m. Eastern Time	QUESTIONS/INQUIRIES DEADLINE: Date and time by which questions and inquiries regarding the RFP must be received by Leon County
April 23, 2015 - 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
June 19, 2015	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. 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.**

RFP Title: Request for Proposals for Legal Services for the Gulf Consortium

Proposal Number: BC-04-23-15-24

Opening Date: Thursday, April 23, 2015 at 2:00 p.m. Eastern Time

- 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: **Any attorney who is deemed to have a conflict of interest prohibited by the Florida Bar Rules or 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:

A. Minimum Eligibility Requirements

To be eligible for submission/consideration, Respondents must:

1. Be licensed to practice law in the State of Florida;
2. Be in good standing with the Florida Bar;

3. Respondent and the attorneys who comprise the Respondent's firm may 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. The Respondent's attorney, who is identified in the respondent's Proposal as the Gulf Consortium Board's General Counsel ("General Counsel"), must have engaged in the active practice of law for no less than five (5) consecutive years prior to the date of issuance of the Respondent's Proposal, with no less than two (2) years of experience representing governmental bodies, special districts or similar public entities; and
4. Not 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. Background - Primary Legal Counsel, Supervision and Personnel

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 Manager of the Gulf Consortium.

C. Scope of Work

1. Provide legal opinions on Gulf Consortium matters, including, but not limited to, the Consortium's duties, powers, responsibilities and obligations under the following:
 - a. RESTORE Act;
 - b. Applicable US Treasury and Resotation Council Rules, Releases, and Guidelines
 - c. Chapter 163, Florida Statutes (Interlocal Cooperation Act)
 - d. Chapter 119, Florida Statutes (Public Records);
 - e. §286.011, Florida Statutes (Sunshine Law);
 - f. Chapter 112, Part III (Code of Ethics);
 - g. Roberts Rules of Order;
 - h. Parliamentary procedures;
 - i. Interpretation of applicable policy and legal documents; and,
 - j. Other laws, regulations and guidelines that apply to the functioning of the Gulf Consortium.
2. Attend all regular and special meetings of the Executive Committee and Board of Directors of the Gulf Consortium, which are currently held in various locations throughout the state, estimated to be approximately 15 times per year. The General Counsel is required to attend all of these meetings, except when unforeseen situations arise outside the control of the General

Counsel, in which case another of the Respondent's firm's attorneys may attend. Many of the Executive Committee meetings are conducted by way of conference call.

3. 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 the either the Executive Committee or the Board, as applicable. Either the General Counsel or another of the Respondent's firm's attorneys may perform these follow-up activities unless either the Executive Committee or the Board of the Consortium requests otherwise.
4. Provide legal opinions as may be reasonably requested by the Executive Committee or Board of Directors of the Consortium. Legal opinions will be provided in a summarized written format suitable for presentation to the Gulf Consortium and/or for incorporating into the Consortium's agenda. Either the General Counsel or another of the Respondent's firm's attorneys may provide the written legal opinions, however the General Counsel is responsible for the presentation of legal opinions at Executive Committee and Board of Directors Consortium meetings.
5. Provide telephonic legal consultation with the Chairman of the Consortium, members of the Gulf Consortium, the Manager of the Gulf Consortium, and others as directed by either the Executive Committee or the Board. Either the General Counsel or another of the Respondent's firm's attorneys may participate in these telephonic consultations.
6. 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. Either the General Counsel or another of the Respondent's firm's attorneys may provide these services.
7. Monitor the status of the Gulf Consortium's activities, and be able to provide contemporaneous legal opinions during Consortium Executive Committee and Board of Directors meetings.
8. Respond to direct inquiries from members of the Gulf Consortium.
9. Provide litigation services to the Gulf Consortium, at the request and authorization of the either the Executive Committee or the Board of the Consortium.
10. Participate in contract reviews, negotiations, settlements, changes and protests at the request of the Executive Committee or the Board of the Consortium.
11. Participate with the Manager and the consultant engaged to assist in developing the SEP in periodic but regular meetings related to the development of the State Expenditure Plan, including but not limited to the implementation of the anticipated Planning Grant Award from the Restoration Council.
12. Provide additional services, as requested 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 Legal 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 Committee, 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 attorney, who is identified in the Respondent's Proposal as the Gulf Consortium's General Counsel ("General Counsel") is licensed to practice law in the State of Florida, is in good standing with the Florida Bar, and has been engaged in the active practice of law for no less than five (5) consecutive years prior to the date of issuance of the Respondent's firm's Proposal, with no less than two (2) years of experience representing governmental bodies, special districts or similar public entities;
 - ii. The General Counsel will be the attorney who regularly attends all Management, Executive Committee and Board of Directors Gulf Consortium meetings and will be the primary legal representative for the Gulf Consortium;
 - iii. Respondent and the attorneys 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 contact 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 **General Counsel'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 General Counsel.
 3. Provide the permanent business address for the General Counsel.
 4. Provide a resume for the General Counsel as an appendix.

5. Provide the number of years the General Counsel has been engaged in the active practice of law. Identify the General Counsel's experience representing local governmental bodies, advisory boards, or similar public entities.
6. Provide a straightforward, concise description of the capabilities of the General Counsel to satisfy the requirements of the RFP.
7. Provide information related to the General Counsel's workload and ability to assume new work.

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 legal 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. Any litigation during the last five years involving the Respondent or any attorney listed in the Respondent's Proposal relating to professional services or in any way relating to the practice of law, including a summary of the disposition of such matter or matters;
 - b. A list of any grievances filed within the last five years against the Respondent or any attorney listed in the Respondent's Proposal with the Florida Bar or any regulatory or judicial body, including a summary of the disposition of such matter or matters;
 - c. Actual or potential conflicts of interest under the Code of Professional Responsibility relating to attorneys that Respondent may have in performing the services described in the RFP; 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. State whether or not your firm has current malpractice insurance. If your firm currently has malpractice insurance, state:
 - a. Name of carrier and policy number;
 - b. Effective dates of insurance;
 - c. Policy exclusions, if any; and
 - d. Current coverage amounts.
3. Provide all pertinent information regarding any and all litigation against your firm may have which may be affected under the representation and legal services to be provided to the Gulf Consortium. Should present or potential conflicts exist, specify the party with which there is a conflict, the

nature of the conflict, and whether the prospective counsel would or would not set aside or resign from the engagement or representation creating the conflict in favor of the Gulf Consortium.

- E. Tab E – Firm’s Fees and Expenses: State the General Counsel’s and any other attorneys of the Respondent anticipated to provide services to the Consortium hourly rate 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 two one-year optional extensions as follows, indicating a monthly not to exceed amount for each time period.

As part of the Monthly Not-to-Exceed Rate, the Gulf Consortium will reimburse the General Counsel for actual costs and expenses (such as copying, long distance phone, travel) but not for general overhead. Travel expenses will be reimbursed at actual costs with the General Counsel (or other attorney) being reimbursed at thirty percent (30%) of the hourly rate for non-productive travel time.

The Monthly Not-to-Exceed amount shall include all services provided by the awarded firm, with the exemption of litigation and extraordinary projects or work. The cost for these types of work will be negotiated and mutually agreed upon by both parties, based upon the hourly rates listed below.

Contract Term	General Counsel’s Hourly Rate	Monthly Not-to-Exceed Rate
Year One	\$ /Hour	\$
Year Two (if contract extended)	\$ /Hour	\$
Year Three (if contract extended)	\$ /Hour	\$

- 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 Committee: The Consortium Board of Directors shall appoint an Evaluation Committee 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 Committee Meetings: Meetings of Evaluation Committee 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 Committee 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 Committee will evaluate the replies received timely with the intention of ranking Proposals based upon the Rating System. The Evaluation Committee 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 Committee'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 Committee may invite a short-listing of the best qualified Respondents (Short-Listed Respondents) for formal presentations and interviews with the Evaluation Committee. 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 Committee 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 Committee 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 Committee 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 Committee 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 Committee shall be listed as number 1, the second most qualified Short-Listed Respondent that was interviewed by the Evaluation Committee 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 Manager 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 Manager'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. General Counsel's 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. General Counsel's Experience and Demonstrated Ability: Shall consider General Counsel'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.

RFP Title: Request for Proposals for Legal Services for the Gulf Consortium

Proposal Number: BC-04-23-15-24

Opening Date: Thursday, April 23, 2015 at 2:00 p.m. Eastern Time

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; the lack of actual or perceived conflicts of interest and the ability of the firm to provide legal opinions without outside influence from other clients; and the ability of the firm to be unbiased in their legal support.
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 General Counsel, over a three-year period (the average of the hourly rates for Year One, Year Two, and Year Three) and the Monthly Not-to-Exceed Amount.

1. The firm with the lowest three-year average hourly rate for the General Counsel will receive 15 points. Firms with greater three-year average hourly rates will receive fewer points, on a pro-rata basis, using the formula below:

$$\frac{L}{P} \times 15$$

Where:

L = Lowest three-year average hourly rate among all proposers

P = Proposer's three-year average hourly rate

An example of how the Average Hourly Rate Points will be awarded follows:

Firms	General Counsel's Proposed Average 3-Year Hourly Rate for the Gulf Consortium	Fee Points
Firm 1	\$120	12.50
Firm 2	\$115	13.04
Firm 3	\$100	15.00

2. The firm with the lowest Monthly Not-to-Exceed Amount for the General Counsel will receive 15 points. Firms with greater Monthly Not-to-Exceed Amounts will receive fewer points, on a pro-rata basis, using the formula below:

$$\frac{L}{P} \times 15$$

Where:

L = Lowest Monthly Not-to-Exceed Amount among all proposers

P = Proposer's Monthly Not-to-Exceed Amount

An example of how the Monthly Not-to-Exceed Amount Points will be awarded follows:

Firms	General Counsel’s Proposed Monthly Not-to-Exceed Amount for the Gulf Consortium	Fee Points
Firm 1	\$3500	9.64
Firm 2	\$2250	15.00
Firm 3	\$2825	11.95

3. Each firm’s points for the average hourly rate and the monthly not-to exceed amount will be added together to determine the total cost points.

Firms	Average Hourly Rate Points	Monthly Not-to-Exceed Point	TOTAL Cost Points
Firm 1	12.50	9.64	22.14
Firm 2	13.04	15.00	28.04
Firm 3	15.00	11.95	26.95

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:

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

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

VII. CONTRACT PROVISIONS:

- 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, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Consortium, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all Proposals in the best interest of Leon County.

Shelly Kelley, Leon County Purchasing Director

Christopher L. Holley, Interim Manager
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.

**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

RFP Title: Request for Proposals for Legal Services for the Gulf Consortium
Proposal Number: BC-04-23-15-24
Opening Date: Thursday, April 23, 2015 at 2:00 p.m. Eastern Time

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:

Legal Counsel 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