

**CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS**

**RFP NO. 23-040
FINANCIAL ADVISORY SERVICES**

Sealed and complete hardcopy proposals **with original or electronic signature**, and **four (4) additional copies**, plus **one (1) complete and identical electronic copy (PDF)** on flash drive or CD, must be received no later than **October 6, 2023, 2:30 P.M.**, local time, at the following location:

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. **Addenda will be posted to the City's website. Proposers are responsible for obtaining addenda and are advised to check the website frequently.**

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, **September 26, 2023** to:

**Dedria Lunderman, Assistant Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com**

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalent or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond: None.**
5. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.

7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.
12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
13. **Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola,

Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

- 14. Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 17. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that

Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

20. Rejection of Proposals: The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. Sealed Proposals: The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**

22. Tax: The City of Pensacola is exempt from all State and local sales tax.

23. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

24. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

25. Venue: Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than \$1,000,000. As applicable to sole proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

INTRODUCTION

The City of Pensacola (the “City”) was incorporated in 1931 as a municipal corporation of the State of Florida. The City provides a full range of municipal services including public works, public safety, and recreation and cultural activities. In addition, the City’s enterprises activities include a natural gas utility, port and airport operations and sanitation services.

INTENT OF SPECIFICATIONS

The City of Pensacola (City) requests proposals from qualified firms to provide financial advisory services to the City on matters which include the issuance of debt instruments.

It is understood that any firm selected by the City in this capacity will not participate as an underwriter in any financings issued by the City unless so authorized by the City Council in accordance with Municipal Securities Rulemaking Board (MSRB) rules.

INSTRUCTIONS AND GENERAL SPECIFICATIONS

Proposal Documents

Sealed proposals must be submitted in the proposal format outlined as part of these Instructions and General Specifications. Proposal documents must be kept intact when submitted. Proposal documents include at a minimum:

- Proposal form(s)
- Proposal response in stated format
- Acknowledgement of addenda

Modification of Proposal Documents

Notwithstanding anything else stated herein, the City reserves the right to modify the proposal documents, including the Agreement, by issuing addenda to be posted on the City’s website.

Contract Inclusions

These instructions, specifications, and statements accompanying the proposal, and the proposal itself, shall be included in the Agreement that will be entered into for this service.

SCHEDULE OF EVENTS

| Date | Activity |
|--|--|
| September 6, 2023 | Publish RFP |
| September 26, 2023, 10:00 a.m. | Questions due |
| October 6, 2023, 2:30 p.m. | Proposals due |
| October 23, 2023, 11:00 a.m. City Hall 6th floor conference room 222 West Main Street, Pensacola, FL 32502 | Evaluation Committee Meeting Ranking of Proposals Recommendation of Contract Award |

All times are local time.

SCOPE OF SERVICES

The Firm shall furnish and be responsible for all necessary management and resources to provide and operate a complete and comprehensive scope of financial advisor services to fulfill the objectives of the City. All services shall be fully, timely, and continuously performed by the Firm in a manner in accordance with the Scope of Services as set forth in this RFP. The required services may include but are not limited to:

- a)** Prepare the necessary financial studies designed to demonstrate the many varying aspects of a particular type of financing and to recommend for the City's approval a plan of financing to cover any proposed bond or other debt instrument. Such plan shall include but not be limited to a maturity schedule and other terms and conditions as will, in the opinion of the Financial Advisor, result in the issuance of bonds under terms consistent with obtaining the minimum of net interest cost. Such studies shall include the compilation and analysis of all necessary statistical data.
- b)** Review and make recommendations on reports of accountants, engineers, and other consultants so that such reports properly address the technical, economic, and financial risk factors affecting the marketability of any proposed financing.
- c)** Assist the City with the necessary steps to be taken for the legal issuance of bonds and the final delivery of the bonds, under the direction and legal advice of a firm of recognized bond attorneys retained by the City. To work with the City attorney, City staff, and bond counsel in identifying key bond covenant features.
- d)** Advise the City on current market conditions, forthcoming bond issues, potential tax considerations, and other general information and economic data which might normally be expected to influence interest rate conditions so that the date for the sale of bonds can be set at a time which, in the opinion of the Financial Advisor, will be favorable.
- e)** Review City efforts to obtain Federal and State financial assistance and make such recommendations as may be necessary.
- f)** In a negotiated sale, work with City staff, bond counsel, and underwriter to prepare of all the necessary financial statements, legal documents, and certifications which would fully describe the bonds security, the project, the City, and its ability to pay debt service on the bonds.
- g)** Assist and advise the City in negotiating fees, pricing, and terms of the bond issue.
- h)** Arrange for the printing of bonds and official statements, and arrange other certifications necessary.

- i) Assist in the credit rating process, to include presentations to financial rating institutions, the compilation of rating-related information, and periodic rating surveillance meetings.
- j) Monitor outstanding debt issues to make recommendations on refunding opportunities.
- k) Attend meetings with City staff and/or the City Council as directed by the City.
- l) Provide information and advice to the City from time to time concerning the investment of available funds, general economic conditions, proposed changes in the law (whether tax or otherwise) and provide information, advice, and assistance to the City from time to time in its general operations concerning matters that may affect the interests of the City.

Term of Agreement

The term of the management agreement shall be for a three (3) year period. Prior to the end of year three (3), the agreement may be extended for three (3) additional one (1) year terms upon the agreement of both parties.

SUBMITTAL FORMAT & EVALUATION CRITERIA

Submittals shall be in the format described below. The selection criteria and points used in ranking the submittals are noted in the attached Evaluation Sheet. This RFP does not include a page limit, but submittals should be concise and reader friendly. Each section in the submittal should follow the format/organization noted in this section (Sections A – H). Proposal packages will be evaluated, and a selection made, using the following criteria.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

A. Introduction

- 1) This section will contain a cover letter no longer than two (2) pages, signed by an Authorized Representative of the offering firm. A table of contents will follow the cover letter. This section should also include those required City forms within the RFP, and any addenda issued.
- 2) Signature Sheet
- 3) Fee Schedule
- 4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting

- with Contractors Debarred, Suspended, or Proposed for Debarment
- 6) Veteran Business Enterprise Statement
- 7) Minority/Women Business Enterprise Participation Form
- 8) Small Business Enterprise Participation Form
- 9) Drugfree Workplace Certificate

B. ORGANIZATION AND KEY PERSONNEL: (25 points)

Provide the following:

- 1) Identify the support team responsible for providing the required contract services at the local, regional, and corporate level (as applicable), their years of experience with the firm, and types of debt financing they have worked on. Include any sub-contractors or sub-consultants.
- 2) Indicate the specific individual serving as the day-to-day contact responsible to the City. Provide contact information. Identify any special recognition they have received in their field.
- 3) Provide detailed resumes for the primary financial advisor and other key advisors assigned to the City account.
- 4) Provide a list and description of financial advisor services the primary financial advisor has provided within the past three years for governments.
- 5) Provide general information for (management staff/administrative support) personnel at the local, regional, and corporate levels assisting in providing services to the City (if applicable).
- 6) Provide an organization chart and your firm's process for replacing the primary financial advisor and other key advisors when necessary.

NOTE: All personnel to be assigned to this work are subject to approval by the City. Replacement personnel must have equivalent education and experience with the individuals whom they replace. Resumes of personnel to be assigned to this work, including replacement personnel, are to be submitted to the City for review. The City reserves the right to interview replacement personnel prior to its approval.

C. EXPERIENCE (25 points)

Provide the following general information about your firm:

- 1) The size of the firm.
- 2) Organizational structure.

- 3) List a minimum of three (3) government contracts during the past five (5) years. Include names, titles, phone numbers, and valid email addresses. Provide a brief outline of each contract with information regarding services performed and any other information deemed relevant.
- 4) List a minimum of three (3) most recent governmental debt issuances facilitated by the firm. Provide a brief outline of the type of debt issuances. Include the type of debt, purpose, amount, rates, and term.
- 5) Include a brief description of all lawsuits pending and/or filed against the Proposer over the last three (3) years and any disciplinary action taken against the Proposer.
- 6) List any contracts which have been terminated early or upon renewal within the past five (5) years. Explain the reason for early termination or non-renewal. Include contact names, titles, and phone numbers.
- 7) Provide information on any legal or regulatory violations, pending or actual investigations by the SEC or other regulatory agencies the firm has been involved within the last (3) years.

D. CAPABILITY AND APPROACH (30 points)

- 1) Describe your understanding of the City, its debt structure, and credit rating.
- 2) Describe how your firm would assist the City in developing and implementing any new financing program.
- 3) Describe any actions your firm can undertake to lower the cost of borrowing for the City of Pensacola.
- 4) Discuss any unique or innovative ideas your firm has used to meet governments' financing needs, including information on clients the firm has assisted.
- 5) Describe your firm's ability to assist the City with the structuring and pricing of publicly offered debt issuances.

E. FINANCIAL ABILITY (10 points)

- 1) Proposer must provide the last two (2) years' audited financial statements.
- 2) Describe any planned, recent, or previous (last three (3) years ended December 31, 2022) downsizing, mergers, or acquisitions pertaining to your firm.
- 3) Provide a recent credit rating and/or credit history report for your firm.

F. CONTRACT COST (10 points).

Complete and submit Fee Schedule. When submitting fee schedule, remember that fees will not be paid until after a successful financing has occurred. The City shall issue payment in accordance with Section 218.70 et sq. Florida Statutes, local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of the services provided in accordance with the terms and conditions of the agreement.

G. Certification as or partnership with an Minority/Small/Women Business Enterprise (3 points): Indicate whether the firm is itself or is partnered with any City-certified Minority/Small/Women-Owned Business Enterprise.

H. Certification as or partnership with a Veteran Business Enterprise (2 points): Indicate whether the firm is itself or is partnered with any City-certified Veteran-Owned Business Enterprise.

Additional Information

The City's debt structure and credit rating information can be found in the 2022 Report to Bondholders report. The report can be found at the link below.

<https://www.cityofpensacola.com/ArchiveCenter/ViewFile/Item/1379>

Evaluation

A selection committee will rank the proposals received using the attached evaluation sheet. The selection committee will send its recommendation for award of contract to the Mayor, who will make the final determination regarding the selection of the successful firm.

Insurance and Indemnification

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants shall procure and maintain insurance of the types and to the limits specified.

The term CITY as used in this section of the Contract is defined to mean the CITY of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the CITY for the CITY's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

1. WORKERS' COMPENSATION

The CONSULTANT shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

The CONSULTANT shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY shall be an Additional Insured for Commercial General Liability and umbrella liability and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as outlined below must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability and independent contractors. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. The City of Pensacola must be listed as an additional insured.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$1,000,000 CSL must be provided.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate must be provided.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis and the City listed as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the CITY, the CONSULTANT shall furnish copies of the CONSULTANT's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies.

Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The CONSULTANT shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY and shall file with the CITY Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the CONSULTANT shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations.

INSURANCE OF THE CONSULTANT PRIMARY

The CONSULTANT's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CONSULTANT's coverage. The CONSULTANT's policies of coverage will be considered primary as relates to all provisions of the Contract.

LOSS CONTROL AND SAFETY

The CONSULTANT shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the CONSULTANT shall not be deemed to be an agent of the CITY. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Consultant.

HOLD HARMLESS

The Consultant shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the contract. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The CONSULTANT agrees to pay on behalf of the CITY, as well as provide a legal defense for the CITY, both of which will be done only if and when requested by the CITY, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

**FINANCIAL ADVISORY SERVICES
Signature Sheet
RFP No. 23-040**

Firm Name: _____

Firm's business address: _____

Telephone: _____

Email: _____

Facsimile: _____

By: _____
(Signature)

(Printed or typed name)

Title/Representative Capacity

ATTEST: _____

ATTEST: _____

DATE: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**FINANCIAL ADVISORY SERVICES
Fee Schedule
RFP No. 23-040**

Transactional Fees payable only upon issuance of debt

| A. Long-Term Fixed-Rate Debt: | FEE Per \$1,000 |
|---|------------------------|
| 1. Up to \$25 Million | \$_____/\$1,000 |
| 2. Over \$25 Million but less than \$50 Million | \$_____/\$1,000 |
| 3. \$50 Million or More | \$_____/\$1,000 |

Above Fees Subject to:

| | |
|--|---------|
| Minimum for any Transaction | \$_____ |
| Maximum for any Transaction | \$_____ |
| Additional Fee – Refunding Transaction | \$_____ |
| B. Notes | \$_____ |

C. Other Transactional Fee Schedule

- | | |
|--|------------|
| 1. Senior Professional (Managing Director/Director/Sr. Managing Consultant) | _____/Hour |
| 2. Analyst (Analyst/ Sr. Analyst) | _____/Hour |
| 3. Administrative Staff | _____/Hour |
| 4. Other | _____/Hour |

Other transactional services needed but not identified in this fee schedule will be negotiated and agreed upon in writing in advance of commencement of such additional services.

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____ Date: _____

Authorized
Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

If not, mark “N/A.”

| Respondent’s Name: | Respondent’s Principle Place of Business | Florida Certification Number as issued by State of Florida DMS: |
|--------------------|--|---|
| | | |

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

| | |
|--------------------|--|
| Respondent's Name: | Respondent's Principal Place of Business |
| | |

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

| <u>NAME OF M/WBE FIRM</u> | <u>PARTNER OR SUBCONTRACTOR</u> | <u>% OF CONTRACT PERFORMANCE</u> |
|-------------------------------|-------------------------------------|--------------------------------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business _____

Address _____

Owner(s)'s Name(s) _____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

| <u>NAME OF M/WBE FIRM</u> | <u>PARTNER OR SUBCONTRACTOR</u> | <u>% OF CONTRACT PERFORMANCE</u> |
|-------------------------------|-------------------------------------|--------------------------------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 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 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.
EVALUATION SHEET
PROPOSAL NO. 23-040
FINANCIAL ADVISORY SERVICES

Name of Firm(s): _____

Reviewer: _____

| | <u>Possible Points</u> | <u>Points Given</u> |
|---|------------------------|---------------------|
| Organization and Key Personnel: | 25 | _____ |
| Experience: | 25 | _____ |
| Capability and Approach | 30 | _____ |
| Financial Ability: | 10 | _____ |
| Contract Cost | 10 | _____ |
| Certified as or partnered with City-certified MBE/SBE/WBE | 3 | _____ |
| Certified as or partnered with City-certified VBE | 2 | _____ |
| TOTAL POINTS | 105 | _____ |

Notes:
