



city of
PALM COAST

**REQUEST FOR STATEMENT OF
QUALIFICATIONS (RFSQ):
PARKS & RECREATION MASTER
PLAN FOR CITY OF PALM COAST
AND FLAGLER COUNTY
GOVERNMENT**

RFSQ #: RFSQ-PR-22-87

PROPOSAL MANUAL

Finance Department

Budget & Procurement Office

160 Lake Avenue

Palm Coast, FL 32164

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OVERVIEW

CITY OF PALM COAST REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

TITLE PARKS & RECREATION MASTER PLAN FOR CITY OF PALM COAST AND FLAGLER COUNTY GOVERNMENT	REFERENCE RFSQ-PR-22-87
ISSUED September 21, 2022	DUE October 13, 2022 at 2 p.m.
PROCUREMENT COORDINATOR SHANNON KEOUGH-NOLAN (386) 986-2339 SKNolan@palmcoastgov.com	PROJECT MANAGER BRITTANY MCDERMOTT (386) 986-2321 BMcDermott@palmcoastgov.com
BRIEF DESCRIPTION This Request for Statement of Qualifications is issued for the purpose of securing an individual or firm to develop a comprehensive Parks & Recreation Master Plan to the City of Palm Coast and Flagler County Government.	
OTHER KEY DATES AND MEETINGS Question Deadline: September 29, 2022 at 2 p.m. Proposal Deadline: October 13, 2022 at 2 p.m. <i>The above outlines the deadlines applicable to this RFSQ. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Proposers of any such change(s).</i>	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION Proposal documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Proposals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).	

The City of Palm Coast uses its best efforts to divide total requirements, when economically feasible, into smaller tasks or quantities and to establish delivery schedules, where the requirement permits, in order to encourage participation by minority businesses, women’s business enterprises, and labor surplus area firms in compliance with CFR 200.321. In addition, the City will consider requests from qualified business enterprises to further divide total requirements, when economically feasible, into smaller tasks or quantities and further adjust delivery schedules, where the requirement permits, which encourage further participation by minority businesses, women’s business enterprises, and labor surplus area firms.

Review requests should be submitted on the portal, <https://palmcoastgov.bonfirehub.com/portal>, on the Messages Tab under Opportunity and Q&A, upon Project Opening and prior to the posted Questions Deadline.

ABOUT PALM COAST

The City of Palm Coast, located in Flagler County on the northeast coast of Florida, is situated halfway between St. Augustine and Daytona Beach and about 70 miles from both the Jacksonville and Orlando metropolitan area. Palm Coast's Interstate 95 Exit 284 (at State Road 100) is the closest I-95 exit to the beach from Maine to Miami. Palm Coast covers approximately 60 square miles and is situated on 70 miles of saltwater and freshwater canals and the Intracoastal Waterway, providing residents with abundant fishing and boating opportunities.

The City of Palm Coast is one of Florida's newest cities; incorporated in 1999. Palm Coast is a full-service City government servicing approximately 93,000 residents and 37,000 households. It offers a comprehensive list of services including Utility, Public Works, Administrative Services and Economic Development, Finance, Information Technology, Parks & Recreation, Fire and Human Resources. Law Enforcement Services are provided by the Flagler County Sheriff's Office. Facilities owned and operated by the City of Palm Coast include City Hall, the Utility Office, three water treatment plants, two wastewater treatment plants, the Public Works yard, the Palm Coast Community Center, and five fire stations.

Palm Coast also provides its residents with a dozen City parks, a tennis center, a golf course, a swimming pool, and more than 125 miles of connecting multiuse pathways for walking, running and bicycling. Parks and other recreation amenities are open seven days a week, usually from morning to night.

GENERAL REQUIREMENTS

INTRODUCTION - PROJECT OVERVIEW AND OBJECTIVES

The purpose of the Parks & Recreation Master Plan is to provide the City of Palm Coast and Flagler County Government with a comprehensive analysis on current and future parks and recreation facilities. This will guide the City of Palm Coast and Flagler County Government in delivering the highest quality parks and recreation experiences for the entire Flagler County community through collaboration and comprehensive planning.

SCOPE OF SERVICES

PART I: Data Collection and Analysis

Inventory of Parks and Recreation Facilities (Public and Private)

In conjunction with the Flagler County (the Client) Project Manager, the Consultant will develop an inventory of the existing public parks, trails and available recreation facilities within the County, including school district facilities, as well as privately owned facilities which are open to the general public. The inventory of these facilities shall include, but not be limited to, total acreage, total upland acreage and available facilities (ball fields, playgrounds, etc.). The inventory shall include both developed and undeveloped parks and recreation sites.

The inventory shall include (as pertinent) available maps and data regarding existing parks, recreation, open spaces, neighborhoods, activity areas, streets and bikeways, schools and public buildings, in a digital format, including but not limited to:

1. Comprehensive Plan Inventory (including Future Land Use Map)
2. Current Inventory of Churches and other Non-Profit Facilities (Boys and Girls Club, YMCA, etc.)
3. Current Inventory of Private Recreation Facilities
4. Current Inventory of Vacant/Derelict Sites
5. Railroad/ Utility Corridors
6. Lakes, Wetlands and Natural Features
7. Capital Improvements Program (CIP) Projects
8. Population/Demographics Data, both current and projected
9. Recreation Program Brochures, Catalogs and Flyers
10. Budgets
11. Current Funding Sources (General Fund, Grants, Sales Tax, etc.) and Estimated Revenues
12. Current Partnerships
13. Department Staffing/Organizational Charts
14. List of Current Sports Leagues (both youth and adult). Program Levels and Schedules
15. Land Development Regulations
16. Streetscape/Urban Design Project Plans
17. Other Relevant Studies, Data and Information

Review of Documents Related to Parks and recreation Programming

The Consultant shall review the public recreation and park-related data and documents provided by the Client as a basis to:

- Analyze the adequacy of the existing recreation system, and
- Determine the appropriate Level of Service (LOS) standard or need for the future parks and recreation system.

Review of Demographic Data

The Consultant shall review the demographic data provided by the Client as a basis for understanding user needs and growth trends. The County's expansive population growth and expansion of development areas shall be

considered in projecting demand for services. Future development areas shall be identified and accounted for when projecting the location for future demand on parks and recreation facilities.

Base Map

The Consultant shall prepare a GIS base map for the project, based on the maps and data provided by the Client. The base map shall show existing development areas (infill or urban service areas) as well as proposed expansion of development areas. As appropriate, the map shall include City, County and School Board parks, recreation facilities, trails, natural areas, civic buildings and other data.

Existing System Analysis

The Consultant shall visit and evaluate the County's existing Parks and Open Space System, including:

- Parks, Recreation Facilities and Programs
- Conservation Lands
- Historic/Cultural Resources
- Roadways, Trails and Bikeways

Part I: Deliverables -As a result of these tasks, the Consultant shall produce:

- Kick-off Meeting Minutes
- Draft and final base map
- Draft and final Existing System Analysis memorandum

PART II: Public Involvement, Needs and Priorities Assessment

The current population and projected population growth shall be used to determine the existing and future demand on facilities. The Consultant shall gain an understanding of the recreation needs and preferences of residents by researching the community, its demographic characteristics and its anticipated growth. The Consultant shall engage the public to determine what facilities are needed in Flagler County which, at a minimum, may be consistent with the adopted level of service in the various jurisdictions Comprehensive Plan or as may be proposed to be adjusted based on the findings of the Master Plan. The Consultant shall develop the following to determine priority needs.

Needs Assessment

The Consultant shall conduct and accomplish various activities to solicit public input and to determine needs and priorities. All workshops and meetings shall be coordinated with the Client, including invitations, advertisements, meeting locations, refreshments and /or other meeting logistics.

Qualitative – Timeframe to be determined jointly by Client and Consultant.

- Interview with the appropriate elected officials, county/city administrators, and other community leaders.
- Interview and/or focus group meetings with recreation user groups and/or other special interest groups.
- Public Workshop with notice to the general public in Flagler County.

Quantitative

- A Level of Services (LOS) Analysis for existing parks and recreation facilities, based on local, state and national guidelines, including acreage, facilities, access, activities and quality Levels of Service
- Service Area Analysis for existing parks and recreation facilities, based on State and National Guidelines
- Consultant may use a scientific survey to determine
 - Current satisfaction levels with programs and facilities Participation and satisfaction with current programs
 - Parks currently used and what types of facilities are offered Needs for various indoor and outdoor facilities and programs
 - Prioritization of the most needed indoor and outdoor facilities and programs

Needs Assessment Summary

The Consultant shall prepare a summary memorandum outlining findings from the needs assessment techniques outlined above (Site Visits, LOS Analysis, Workshops, etc) and submit a copy to the Client for review.

Part II: Deliverables -As a result of these tasks, the Consultant shall produce:

- Draft and Final Needs Assessment Summary Memorandum

PART III: Alternatives Analysis and Long-Range Vision

Visioning Workshop

The Consultant shall facilitate workshop(s) with appropriate stakeholders to develop alternative scenarios to meet the County's Parks and Recreation needs, including both proposed new parks and improvements to existing parks. Items to be covered as part of the workshop may include:

- Vision for a Countywide Parks and recreation System – the Consultant may provide/develop a methodology to propose alternative levels of service for a Countywide Recreation and Park system. All proposed alternatives shall be based on the feedback received from the community regarding the need for additional or special facilities or programs or, if desired by the community, a reduction in the service available.
- Prototypical Park Design Criteria – the Consultant shall draft development criteria for different types of recreation facilities; standards and criteria shall be written and presented in a manner to assist the Client in identifying the costs to develop or acquire new parks and recreation facilities lands, to determine minimum size requirements for various park facilities and to identify the types of facilities or additional facilities that may be developed in existing parks or undeveloped park lands and future parks and recreation facilities.
- Financial/Cost Analysis of Alternative(s) – the Consultant shall include an analysis of the estimated costs (including operation and maintenance) to implement each proposed alternative. As necessary, deficiencies under the current LOS standard shall be analyzed separately by the Consultant from those necessitated by growth from new development.

Conceptual Parks and recreation Facilities System Map

Findings, feedback, and the results from the Needs Assessment and the Visioning Workshop, the Consultant shall prepare a Conceptual Parks and recreation Facilities System Map illustrating the Future Parks and Recreation System.

Part III: Deliverables -As a result of the tasks above, the Consultant shall produce:

- Visioning Workshop Memorandum, including a review of proposed alternative levels of service
- Review of Prototypical Park Design Criteria, and Financial and Cost Analysis of Alternatives
- Conceptual Parks Needs Assessment Summary Memorandum (draft and final)
- Conceptual Parks and recreation Facilities System Map (draft and final)

PART IV: Action Plan/Implementation Strategy

Estimate of Probable Construction Costs

The Consultant shall prepare an "order-of- magnitude" statement of probable construction costs to implement each of the parks and/or other improvements shown on the Conceptual Parks System Map, including:

- Land Acquisition (based on costs/ acre)
- Park/Facility Development (based on comparable facilities)
- Programming /Staffing (based on data provided by the Client)
- Operations and Maintenance (based on data provided by the Client)

Preliminary Implementation Strategies Workshop

The Consultant shall coordinate a workshop with appropriate staff members from the Client team to review the Cost statement, and to discuss various Implementation Strategies for the Parks System Master Plan, including both public and private initiatives. Discussion during the workshop shall include:

- Establishment of funding priorities
- Discussion of proposed funding sources, including user fees, bonds, grants, impact fees, special assessments, general fund and others
- Discussion of proposed phasing (1-5 years, 6-10 years, 10+ years) based on priorities and available funding, and development of 5, 10, and 20 year Capital Improvements Schedule
- Implementation Strategy

The Consultant shall prepare and submit an Implementation Strategy based on the workshop discussion. The Implementation Strategy shall include:

- Development of 5, 10, and 20 year Capital Improvements Schedule - Develop recommendations and a financially feasible 5-year Capital Improvements Schedule to meet the defined needs of the community. The Capital Improvements Schedule shall specify the type of facilities and the location of facilities for capital improvements. The capital improvements schedule shall be divided into three time periods as described above.
- Development of Financing Mechanism - Develop and propose alternatives for financing the proposed alternatives including, but not limited to, identification of potential funding sources and projecting revenues for each funding source. The identified funding sources shall be the basis for developing a financially feasible 5-year Capital Improvements Schedule.

Parks and recreation Facilities System Master Plan Report

The Consultant shall develop a draft Parks and recreation Facilities System Master Plan that includes the following

- Executive Summary
- Data Collection and Analysis Summary, including results of research and inventory analysis
- Public Involvement, Needs and Priorities Assessment Summary, including Parks Facilities Maps, Recreation Facilities Map(s), and Gaps in Service Map
- Alternative Analysis and Long-Range Vision Summary, including cost analysis and recommended new facility development
- Action Plan/Implementation Strategy

Part IV: Deliverables -As a result of these tasks, the Consultant shall produce the following:

- Probable Construction Costs
- Draft and final Implementation Strategy
- Draft Parks and recreation Facilities System Master Plan Report

PART V: Public Presentations and Final Report

Public Presentations

After the completion of the "Draft" Parks and recreation Facilities Master Plan, the Consultant shall conduct a series of workshops to gather public input and recommendations on the proposed Master Plan. These workshops may include but not be limited to joint meetings of the following groups and board(s):

- Focus/Community Groups
- Advisory Committees related to the provision of Parks and recreation services
- Elected bodies

Final Presentation for Adoption/Approval

After incorporation of comments through the various public presentations and workshops, the Consultant may be asked to present the final product at a public hearing.

RFSQ PROCESS

PURCHASING PROCEDURES: The Procurement and Contracting Procedures and Processes apply to this Request for Statement of Qualifications. These procedures can be found at:

<http://www.palmcoast.gov/procurement> under Procurement Policy.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the Request for Statement of Qualifications (RFSQ) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City prior to the due date in writing through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>); failure to do so will constitute an acceptance by the Proposer of any subsequent award decision. In addition, the City will consider requests from qualified business enterprises to further divide total requirements, when economically feasible, into smaller tasks or quantities and further adjust delivery schedules, where the requirement permits, which encourages further participation by minority businesses, women's business enterprises, and labor surplus area firms. Any questions concerning the intent, meaning and interpretations of the RFSQ documents including the attached draft agreement, or suggestions for addenda to the RFSQ documents, shall be posed through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) during the Q&A period. Proposer should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this proposal. Any oral statements or instructions given before the proposal due date will not be binding on the City.

ADDENDA: Should revisions to the RFSQ documents become necessary, the City shall post addenda on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>). All Proposers should check the City's Procurement Portal Web Page at least three (3) calendar days before the proposal due date to verify information regarding addenda. Failure to do so could result in rejection of the proposal as unresponsive. **Proposer must sign, date, and return all addenda with their proposal for the submission to be deemed Responsive.** It is the sole responsibility of the Proposer to obtain information related to addenda and to insure that the proposal considers all changes to the RFSQ documents.

ANTI-LOBBYING/CITY CONTACT: Proposers are hereby notified that all communications regarding this RFSQ, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Proposer, must be submitted to the City's Procurement Portal Web Page. Except as expressly required by this RFSQ for formal presentations (if any), any indirect or direct communications and lobbying regarding this RFSQ made to members of the City Council, members of the Evaluation Committee, or any other City official, from the date of advertising until the time an award has been made, are strictly prohibited and may constitute grounds for immediate disqualification of the Proposer's proposal.

PREPARATION COSTS: The City shall not be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFSQ.

LICENSES/PERMITS: Unless expressly stated in the RFSQ, all permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc. are the responsibility of the Proposer.

CONTRACT TERMS AND CONDITIONS: The length of the contract term will be one (1) year and allows for two (2) annual renewals. The draft contract template is attached to this RFSQ. Proposers should review the draft contract template prior to submitting a proposal. If Proposer wants to negotiate modifications or additional terms and conditions to the contract, then Proposer shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. **UNLESS EXPRESSLY ACCEPTED BY THE CITY AND ISSUED BY ADDENDA, ONLY THE TERMS AND CONDITIONS IN THIS RFSQ SHALL APPLY. NO ADDITIONAL TERMS AND CONDITIONS INCLUDED WITH THE PROPOSAL SHALL BE CONSIDERED. ANY AND ALL**

SUCH ADDITIONAL TERMS AND CONDITIONS ARE INAPPLICABLE TO THIS RFSQ, WHETHER SUBMITTED PURPOSEFULLY OR INADVERTENTLY, OR APPEARING SEPARATELY IN TRANSMITTAL LETTERS, SPECIFICATIONS, LITERATURE, PRICE LISTS OR WARRANTIES. IT IS UNDERSTOOD AND AGREED THAT THE GENERAL AND/OR ANY SPECIAL CONDITIONS IN THESE RFSQ DOCUMENTS AND SUBSEQUENT ADDENDA ARE THE ONLY CONDITIONS APPLICABLE TO THE PROPOSER'S SUBMITTAL, AND THE PROPOSER'S SIGNATURE ON THE RESPONSE FORM ATTESTS TO THIS STATEMENT. EXCEPTIONS TO THE TERMS AND CONDITIONS WILL NOT BE ACCEPTED.

SUBMISSIONS: Refer to the Instructions to Proposers for instructions on preparation of the proposal.

TIME TO RESPOND: Proposals shall be submitted electronically through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) for receipt by the specified time and date. **NO OTHER METHOD OF SUBMISSION WILL BE ALLOWED OR CONSIDERED (I.E. MAILED, EMAILED, OR HAND DELIVERED).** It is strongly recommended that Proposers begin the uploading process at least ONE (1) day before the Proposal Deadline set forth in the Overview for sufficient time to complete the process. **NO SUBMISSIONS THROUGH THE CITY'S PROCUREMENT PORTAL WEB PAGE WILL BE ALLOWED OR CONSIDERED AFTER THE SPECIFIED TIME AND DATE.** For general assistance, please contact Budget and Procurement Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at Support@GoBonfire.com or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

ADDITIONAL INFORMATION/FOLLOW-UP: No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City. At the time of opening and upon review of the proposals submitted, the City reserves the right to request all required forms/attachments (other than the pricing form, issued addenda and Form 4) that may have not been submitted at the time of submittal. The respondent shall have one (1) business day from the City's request to supply this information to the City for their proposal to be considered valid.

[OPTIONAL] SITE VISIT: Before submitting proposals, Proposers must carefully examine the site of the proposed work, if applicable, and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFSQ. No pleas of ignorance of conditions or difficulties that may exist prior to the opening time or of conditions or difficulties that may be encountered in the execution of the work pursuant to this RFSQ as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Proposer to fulfill, in every detail, all of the requirements of the contract documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

[OPTIONAL] UNDERGROUND UTILITIES: Information provided to Proposer as to the location of existing utilities has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Proposer's responsibility to determine the location, character and depth of existing utilities.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>).

PROPOSAL WITHDRAWAL: Proposers may withdraw their proposals through the City's Procurement Portal prior to the time and date set for the proposal deadline. Once opened, proposals become the property of the City and will not be returned to the Proposers.

INCOMPLETE PROPOSALS/MISTAKES IN PROPOSAL: FAILURE TO SIGN AND RETURN ANY OR ALL ISSUED ADDENDA, FAILURE TO RETURN A SIGNED AND COMPLETED PRICING FORM, IF APPLICABLE, AND/OR FAILURE TO SIGN AND RETURN A COMPLETED FORM 4 COMPLIANCE CERTIFICATION SHALL BE ABSOLUTE DISQUALIFICATION

OF THE PROPOSAL AS NON-RESPONSIVE. Other than the pricing form, if applicable, issued Addenda, and Form 4, the City reserves the right, at City's discretion, to reject the proposal, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Proposer shall have one (1) business day to supply this information to the City for the proposal to be considered valid. Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension or addition error(s), the unit price, and extension will prevail, and the Proposer's total offer will be corrected accordingly. Written amounts take precedence over numerical amounts. Proposals submitted having erasures or corrections must be initialed in ink by the Proposer.

PUBLIC OPENING: The proposals shall be opened publicly and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the public opening should contact the City Human Resource Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.

ACCEPTANCE/REJECTION/GROUNDS FOR DISQUALIFICATION: The City reserves the right to accept or reject any or all proposals, or any part of a submittal for any reason and without penalty prior to or after the rankings are made by the City, and to terminate any contract negotiations commenced with any Proposer. City will make the award to those Proposers, who in the opinion of the City will be in the best interest of or the most advantageous to the City. The City also reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive or enforce any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement. This section shall be construed liberally to benefit the public and not the Proposer. Any of the following causes may also be considered as sufficient grounds for disqualification of a Proposer or the rejection of a proposal:

- a) Submission of more than one proposal for the same work by any entity under the same or different names.
- b) Evidence of collusion among Proposers.
- c) Lack of responsibility as shown by past work in similar projects including, but not limited to, life safety performance, strict adherence to all maintenance of traffic requirements, if applicable, workmanship, progress and scheduling, and financial irresponsibility. The City may also consider past litigation and claim history of the Proposer as evidenced by prior frivolous claims made by Proposer in connection with other projects.
- d) Delayed, incomplete or nonperformance to which the Proposer is committed by contract which may raise concern about the timely performance under this RFSQ.
- e) Any Proposer that submits a proposal containing information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration. Falsification of any entry made on the proposal shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Proposer or rejection of the proposal.
- f) Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the proposal for the type of goods/services to be provided. Should Proposer not be fully licensed and certified, its proposal shall be rejected.
- g) Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- h) Non-compliance with the submittal requirements of these Instructions to Proposers
- i) Any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

SELECTION AND AWARD: The award will be made to a responsive, responsible Proposer consistent with the process and award criteria set forth in the Evaluation of Qualifications and Award herein. The City reserves the right

to accept any proposal or combination of proposal alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Proposer understands that submission of its proposal constitutes Proposer's acceptance of the terms and conditions of this Request for Statement of Qualifications, including the contract template attached. However, Proposer also understands that its proposal does not constitute an agreement or a contract with the City. The City reserves the right to reject all proposals, to waive any formalities, to solicit and re-advertise for new proposals or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

- a) **AWARD CRITERIA:** Refer to Section entitled, "Evaluation of Qualifications and Award".
- b) **LOCAL BUSINESS PREFERENCE IN SELECTION AND AWARD:** The City has a Local Business Preference Policy, see Section 2-30 of the City of Palm Coast Code of Ordinance, designed to aid Local Vendors. The Policy allows Local Vendors (defined below) to be awarded a solicitation if their cost to the City is within 3% - 5% (depending on amount) up to total of \$20,000 (see calculation below). The City's Local Business Preference is not applicable to any Request for Statement of Qualifications where funding will be in whole or part from any federal or state agency; or a local agency with differing or no local preference.
 1. **Local Vendor** – For purposes of application of the Local Business Preference, a Local Vendor is a businesses that has its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to this RFSQ. If the local business preference does not result in the Palm Coast business being awarded the RFSQ, then the local business preference shall be given to businesses have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the RFSQ. Post office boxes do not qualify as a verifiable business address.
 2. **Calculation of Amount of Preference** - Five percent (5%) of the total quoted price up to \$200,000.00. Three percent (3%) of the total quoted price above \$200,000.00. Total local business preference shall be limited to \$20,000.00 for each project.

POSTING OF PROPOSAL AWARD: Notice of Intent to Award will be posted on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) prior the City's final approval process.

PROTEST: Protests hereunder shall be in accordance with City Code of Ordinances Chapter 2, Article 1, Division 3, Section 2-29 Bid Protest Procedures (https://library.municode.com/fl/palm_coast).

PUBLIC RECORDS: Upon Notice of Intent to Award or thirty (30) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal documents, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City cannot guarantee the confidentiality of any document.

PROPOSALS TO REMAIN FIRM: All proposals shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the opening to allow for the evaluation, selection process and proper execution of the contract. If need be, the Proposer and the City may mutually agree to extend that time up to an additional ninety (90) days.

MULTIPLE SUBMISSIONS: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposer is believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for the goods and or services which are the subject of this RFP and any Contract awarded hereunder, the City shall have the unqualified right to terminate any related Purchase Order(s), Work Order(s) and/or Contract upon written notice to the Proposer, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Proposer(s).

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Budget and Procurement Division at once in writing, indicating the specific regulation which requires an alteration, including any price adjustments. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer shall indemnify and hold harmless, the City, its employees and any of its Council Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: The City of Palm Coast hereby permits the successful Proposer to extend the pricing, terms and conditions of this solicitation and resultant contract to other governmental entities at the discretion of the successful Proposer. Each governmental agency desiring to accept the successful proposal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results as a part of any commercial advertising, without the express written approval of a City employee with the appropriate level of authority.

CITY LOGO: Proposers are approved to use the City logo in your submission materials and/or presentations.

DEBARMENT: Following award, where the successful Proposer's services are subsequently terminated for cause, the City reserves the right to suspend/debar the successful Proposer from submitting proposals on City procurements/contracts for a period of up to 36 months and/or pursue any and all other remedies available to the City.

INSTRUCTIONS TO PROPOSERS

PROPOSAL SUBMITTAL

The Proposer must submit a proposal that substantially complies with this RFSQ in all material aspects. All proposals must contain direct responses to the requested information. The response should be organized so that specific sections and questions being responded to are readily identifiable and in the same sequence as outlined below. The proposal shall cover in as much detail as possible the requirements of the RFSQ, subject to modification and enhancements as a result of information gained during the selection process. However, Proposers are advised that lengthy or overly verbose or redundant submissions are not necessary. Proposers are advised to carefully follow these Instructions in order to be considered fully responsive to this RFSQ. Compliance with all requirements will be solely the responsibility of the Proposer. Proposers shall submit all required forms through the process outlined in the Preparing and Uploading Submission section below. By submitting a response, the Proposer warrants that its proposal is correct.

The proposal must be divided into eight (8) sections with references to parts of this RFSQ done on a section number/paragraph number basis. The eight (8) sections shall be named:

SECTION 1 - PROPOSAL EXECUTIVE SUMMARY: Discuss the highlights, key features and distinguishing points of the proposal. The executive summary should be in the form of a letter that, at minimum, includes: name of individual, partnership, company, or corporation submitting proposal; a brief history of the company; city's RFSQ number; statement that all terms and conditions of the RFSQ are understood and acknowledged by the undersigned; and signature(s) of representative(s) legally authorized to bind the Proposer. A separate sheet shall include a list of individuals who will be significant members of the project team, including contact information, i.e, phone numbers and email addresses. Limit this section to five (5) pages.

SECTION 2 - TABLE OF CONTENTS: There shall be a Table of Contents for material included in the proposal.

SECTION 3 - PROJECT UNDERSTANDING AND PROPOSAL: This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services.

SECTION 4 - PROPOSED INNOVATIONS: In this section, discuss any ideas, innovative approaches, or specific new concepts included in the proposal that would benefit the City. The Proposer may suggest technical or procedural innovations that have been used successfully on other engagements.

SECTION 5 - EXPERIENCE WITH SIMILAR PROJECTS/TECHNICAL CAPABILITY: Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. If this project is subject to FEMA or other Federal Funds reimbursement, please indicate whether the Proposer is a certified minority business entity.

SECTION 6 - PROJECT TEAM AND SCHEDULE: Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide

detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources. The information provided under this section should be limited to a maximum of ten (10) pages.

SECTION 7 - PROPOSAL COST SHEET AND RATES: This section shall include the proposed costs to provide the required services. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. Proposed budget for the evaluation project, broken down by hours and rates for each task. Costs for travel and incidentals should be included in the proposal. Include a total not-to-exceed price for the entire project. Include any pass through costs such as taxes, fees, etc. The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided.

SECTION 8 - REQUIRED FORMS: This section shall include the required forms which are available at the end of this Proposal Manual.

INSURANCE

Proposers shall have insurance coverage that complies with the Insurance Requirements set forth in the Contract Template attached to this RFSQ. Proof of insurance shall be furnished to the City prior to final execution of the contract.

PROPOSAL SECURITY

A security is required, or not required for this proposal. If a security is required, a bond shall accompany each proposal if the proposal amount is one-hundred thousand dollars (\$100,000) or greater. The bond shall be for an amount not less than five percent (5%) of the price/cost and shall be made payable to the City as a guarantee that the proposer will not withdraw its proposal for a period of one hundred twenty (120) days after proposal closing time and, upon award, will execute a contract with the City.

CONFIDENTIAL MATERIALS

Any materials that Proposer claims qualify as “trade secrets” under the Public Records Act shall be segregated, clearly labeled “trade secrets”, and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

WARRANTY AGAINST FRAUD AND COLLUSION

By submitting a proposal in response to this RFSQ, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this business and the resulting contract, and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the resulting contract. For the breach or violation of this provision, the City shall have the right to disqualify the proposal and terminate the Agreement at its sole discretion, without liability, and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

By submission of a proposal, Proposer affirms that its proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFSQ and the resulting contract.

PREPARING AND UPLOADING SUBMISSION

1. PREPARE YOUR SUBMISSION MATERIALS:

Requested Information:

Name	Type	# Files	Requirement
RFSQ Proposal	File Type: PDF (.pdf)	Multiple	Required
Required Forms 1 - 5	File Type: PDF (.pdf)	Multiple	Required
References	File Type: PDF (.pdf)	Multiple	Required

- Please note the type and number of files allowed. The maximum upload file size is 1000 MB.
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. UPLOAD YOUR SUBMISSION: <https://palmcoastgov.bonfirehub.com/opportunities/75095>

Important Notes:

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

EVALUATION OF QUALIFICATIONS AND AWARD

SELECTION CRITERIA: The selection criteria for this RFSQ is set forth below (Must total 100 Weighted Points)

Project Understanding and Proposal (Weighted 20 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

Project Innovation (Weighted 10 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

Experience with Similar Projects, Technical Capability, and Qualifications (Weighted 50 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

Project Team (Weighted 20 points)	
Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria	0
Poor – Partial submit or very limited info meets requirements	1
Below Standard – Mostly does not meet requirements	2
Marginal – Partially Meets Criteria	3
Average – Barely Meets Requirements	4
Above Average – Meets Requirements	5
Good – Slightly above Requirements	6
Very Good – Meets Requirements with partial that exceed	7
Well above average – Meets Requirements with majority that exceed	8
Excellent – Exceeds Requirements	9
Outstanding – Far Exceeds Requirements	10

EVALUATION / RANKING:

Prior to receipt of proposals, the City will establish an Evaluation Committee (to be comprised of representatives from both the City of Palm Coast and Flagler County Government) to evaluate the proposals. Separately, each individual Evaluation Committee member will score each criteria listed above for each proposal. The scores will range from the minimum points allowed to the maximum points allowed for the corresponding criteria.

The City's Budget and Procurement Office will then compile these scores. A meeting may be held to review the individual scores and discuss significant variances. Scores may be modified at this time. The scores will then be compiled and averaged; the firm with the highest average score shall be ranked first, the next highest shall be ranked second, and so on. **The City reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.**

The City reserves the right to contact references provided by the Proposer or visit operations listed in the proposal. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The City reserves the right to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

ORAL PRESENTATIONS (IF REQUIRED)

The Evaluation Committee shall make reasonable effort to achieve the ranking using written submittals alone. If, at City's sole discretion, no single top-ranked Proposer can be clearly identified based on the written submittals alone, then the City may post a Notice of Shortlist and schedule the top ranked Proposer(s) to give oral presentations. The City may choose one or more of the top ranked Proposers to present. *Such presentations are exempt from public meeting requirements in accordance with Section 286.0113(2)(b)1.*

When oral presentations are held, the following guidelines will be used:

- The City shall establish the schedule. Proposers will be notified at least seven (7) calendar days in advance of the date, time and place. The specific format of each presentation will be provided to Proposers with the notifications.
- The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Presentations provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

NOTICE OF INTENT TO AWARD

Upon completion of the ranking of proposals, or re-ranking if oral presentations are made, the City will post the Notice of Intent to Award.

REFERENCES

Proposer shall provide a minimum of three (3) references for which they are currently providing, or have provided, this type of service/commodity.

REFERENCE 1

Company Name

Contact Name and Title

Phone Number

Email Address

Duration of Contract or Business Relationship:

REFERENCE 2

Company Name

Contact Name and Title

Phone Number

Email Address

Duration of Contract or Business Relationship:

REFERENCE 3

Company Name

Contact Name and Title

Phone Number

Email Address

Duration of Contract or Business Relationship:

FORM 1 – CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)

) ss

City of Palm Coast)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ (the "entity") with a local office in _____ and principal office in _____.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

(Continued on Next Page)

PROPOSER

Printed Name of Proposer

Signature

Printed Name

Printed Title

Printed Date

Contact Email

Street Address /Suite #

City, State Zip

Phone

STATE OF _____)

) ss

COUNTY OF _____)

Sworn to and subscribed before me by means
of physical presence or online notarization

This _____ day of

_____ 20____.

Signature of Notary

Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____

-OR-

Produced Identification _____

Type: _____

FORM 2 – DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND VOLUNTARY EXCLUSION-LOWER
TIER COVERED TRANSACTIONS
[FOR FEDERAL PROJECTS]**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

Name of Proposer

Name and Titles of Authorized Representative(s)

Signature(s)

Printed Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment

FORM 3 – CERTIFICATION OF AUTHORIZED SIGNATORY

Print/Type Legal Business Name (same as name on W-9 form)

Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- Sole Proprietorship – Complete Section A
- General or Limited Partnership – Complete Section B
- Corporation (Inc. , LLC) Complete Section C

Section A: Sole Proprietorship

I **HEREBY CERTIFY** that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section B: Partnership

I **HEREBY CERTIFY** that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section C: Corporation

I **HEREBY CERTIFY** that a meeting of the Board of Directors of _____
Legal business name

a corporation /LLC under the laws of the State of _____, was held on _____ 20____. The following resolution was duly passed and adopted:

“RESOLVED, that _____ is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC.”

I **FURTHER CERTIFY** that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Provide copy of Resolution

Corporate Secretary/Managing Member

FORM 4 – COMPLIANCE CERTIFICATION FORM

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

- 1. Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Proposer, I hereby certify that Proposer is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition Proposer is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Proposer to civil penalties, attorney's fees, and/or costs. **Initials** _____
- 2. Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a 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 thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). **Initials** _____
- 3. Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. **Initials** _____
- 4. Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statute 287.087, providing a Drug-Free Workplace. **Initials** _____

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. **Initials** _____

6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.**
 Applicable **Not Applicable.** **Initials** _____

7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box: Applicable Not Applicable** **Initials** _____

8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Please indicate if your company has registered as a vendor with the City of Palm Coast. I have already registered as a vendor with the City. I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** _____

9. **Proposal Submission Acknowledgement** - The Proposer has carefully examined the RFSQ, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFSQ as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFSQ, the RFSQ shall prevail. **Initials** _____

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

PROPOSER

Printed Name of Proposer

Signature

Printed Name

Printed Title

Printed Date

Contact Email

Street Address /Suite #

City, State Zip

Phone

STATE OF _____)

) ss

COUNTY OF _____)

Sworn to and subscribed before me by means
of physical presence or online notarization

This _____ day of

_____ 20____.

Signature of Notary

Printed, Typed, or Stamped Name of Notary

Notary Public, State of _____

My commission expires _____

Personally Known _____

-OR-

Produced Identification _____

Type: _____

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company’s letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor’s proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Name of Proposer

Name and Titles of Authorized Representative(s)

Signature(s)

Printed Date

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____ by _____ [name of officer or agent, title of officer or agent] of _____ [name of contractor company acknowledging], a _____ [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Notary Public

[NOTARY SEAL]

Name typed, printed or stamped

My Commission Expires: _____

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__ ("Effective Date"), between _____ whose primary place of business is _____ ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure _____ from a competent and qualified supplier and has conducted a formal _____ () requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the _____ and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided . Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification

to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. **OR** Pricing for the performance of Services as specifically set forth in any Work Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit C, Price

Schedule. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
- iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
- ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
- iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
- iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
- v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
- vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY

to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify, hold harmless and defend CITY from and against any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

- 7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

- 8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

E. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ/RFP and all submissions prepared by SUPPLIER in response to the RFSQ/RFP are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or

acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

- i. SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees it may hire during the term of this Agreement.
 - ii. SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - iii. SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.
- C.** SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from \ SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D.** Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of this Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

16. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. MOST FAVORED CUSTOMER. SUPPLIER warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement are at least as or more favorable than any terms that SUPPLIER has

offered to any other person or entity, for the types of Services covered by this Agreement. If at any time during this Agreement SUPPLIER shall offer any other person or entity terms more favorable, SUPPLIER shall promptly notify CITY of such more favorable terms, and if such more favorable terms were offered by SUPPLIER to another person or entity CITY shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by SUPPLIER. Upon CITY'S request, SUPPLIER shall advise CITY in writing, executed by an officer of SUPPLIER, that this section has not been contradicted by SUPPLIER since the later of (i) the Effective Date of this Agreement or (ii) the date of the most recent notice provided by SUPPLIER pursuant to this section.

20. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

21. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

22. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

23. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

24. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

25. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

SUPPLIER

By: _____

By: _____
(Authorized Corporate Officer)

Print: _____

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

- Exhibits
A - Work Order Template Form
B - Insurance Requirements
C - Price Schedule

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TEMPLATE

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY _____ / _____ /20 _____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes. If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____
Print: _____
Title: _____
Date: _____

CITY APPROVAL

By: _____
Print Name: _____
Title: Assistant City Manager or Designee
Date: _____

BPO Use Only:

Req # _____ Requisition Creator _____
name
Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage
\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Each Employee)
\$500,000.00 (Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

EXHIBIT C
Price Schedule

(See attached)

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