



## Request for Qualifications (RFQ) 2023-04

Continuing Professional Planning and Inspection Services

**Contact:**

Lisa Walsh, Planning Director

386.329.0100

[lwalsh@palatka-fl.gov](mailto:lwalsh@palatka-fl.gov)

EVENT	DATE	TIME
RELEASE DATE:	<b>WEDNESDAY, APRIL 26, 2023</b>	-
QUESTIONS DUE DATE/TIME:	<b>WEDNESDAY, MAY 17, 2023</b>	2:00 PM Local Time
DUE DATE/TIME: CITY COMMISSION CHAMBERS	<b>THURSDAY, JUNE 1, 2023</b>	2:00 PM Local Time
PROPOSED SCHEDULE		
1 <sup>ST</sup> EVALUATION COMMITTEE MEETING	TO BE DETERMINED	10:00 AM Local Time
RECOMMENDATION OF AWARD – CITY COMMISSION MEETING	TO BE DETERMINED	6:00 PM Local Time
MEETING LOCATION & PROPOSAL DELIVERY:	City of Palatka City Hall 201 N 2 <sup>nd</sup> Street Palatka, Florida 32177	

Published on [Palatka, FL - Official Website | Official Website \(palatka-fl.gov\)](http://Palatka, FL - Official Website | Official Website (palatka-fl.gov)) and in the Palatka Daily News on April 12, 2023.

**\*Dates in this schedule occurring after the release date may be amended by the City. The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes.**

**It is the Proposer's responsibility to check for addenda amending any changes to this RFQ.**

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at the pre-bid conference or bid opening should contact the City of Palatka at 386-329-0100, at least five (5) days prior to the event to advise of his/her special requirements.



The City of Palatka (hereinafter referred to as the City) is requesting submittals of qualifications from firms, teams or individuals interested in providing non-exclusive services on a continuing basis for City projects and programs. These entities may include Planning, Engineering, or other consulting firms. In accordance with Florida State Statute 287.055, Consultants Competitive Negotiations Act (CCNA), the purpose of this RFQ is to award multiple continuing agreements, establishing a library of consultants to be used on an as-needed basis to provide prompt and efficient professional services.

Resulting contracts will be for an initial term of three (3) years with two (2) additional – one (1) year terms upon mutual consent of the parties. **NOTE: City reserves the right to solicit for additional services related to projects funded by state, federal and/or programmatic grants.**

The Solicitation Opening date and time will be as noted on page 1. Proposers have the option to submit physically, in-person or by mail. All submissions shall provide one (1) clearly marked original (Blue Ink), four (4) copies and one (1) electronic copy, marked with the Proposer's name and address, RFQ number and title with Solicitation Opening date and time (lower left corner of envelope). **NOTE: Only the NAME of the companies that submitted a response to this Request for Proposal will be read aloud.**

***All sealed proposals must be delivered or mailed to:***

City of Palatka, ATTN: City Clerk  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

RFQ documents and any addenda may be obtained from the City's website ([Palatka, FL - Official Website | Official Website \(palatka-fl.gov\)](http://Palatka, FL - Official Website | Official Website (palatka-fl.gov))). All interested parties must register their name, email, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this solicitation through the City's website at [Bid Postings • Palatka, FL • CivicEngage \(palatka-fl.gov\)](http://Bid Postings • Palatka, FL • CivicEngage (palatka-fl.gov)). It will be the sole responsibility of the Proposer to determine if any addenda have been issued prior to submitting a proposal.

Questions concerning this RFQ should be emailed ONLY to Lisa Walsh, Planning Director, at [lwalsh@palatka-fl.gov](mailto:lwalsh@palatka-fl.gov) no later than date shown on page 1. All communication regarding this RFQ shall be directed to the same point of contact. Contact by a Proposer (or anyone representing a Proposer) regarding this RFQ with the City Commission or a City employee/representative other than the point of contact listed above, is **grounds for disqualification**.

Proposals received by the due date and time will be publicly announced at the Solicitation Opening specified above. **The City reserves the right to reject any and all proposals, or to accept any proposal or portion thereof deemed to be in the best interest of the City, and to waive any non-substantial irregularities.**

Late proposals will not be opened or announced. Submitters of late proposals have the option of picking up or paying for the mailed return of the unopened proposal. If this option is not exercised **within five (5) days** of the Solicitation Opening date, the late, unopened proposal will be disposed of.



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### DEFINITIONS

**City:** Refers to the City of Palatka.

**Consultant or Engineer:** Selected Proposer that is awarded a contract to provide the goods or services to the City, “post-award”.

**Contract or Agreement:** Request for Qualifications, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Consultant or Engineer.

**Days:** Refers to calendar days, unless otherwise stated.

**Proposal:** Submission in response to this RFQ.

**Proposer:** Person or firm submitting a Proposal in response to this RFQ, “pre-award”.

**Request for Qualifications (“RFQ”):** This Solicitation document, including any and all addenda.

**Responsible Proposer:** Proposer that has the integrity, reliability and capability in all respects to perform in full the contract requirement as stated in the RFQ.

**Responsive Proposer:** Proposer whose Proposal fully conforms in all material respects to the RFQ and its entire requirement, including form and substance.

**Shall, Must & Will:** Interpreted as mandatory language.



## SECTION 1 – GENERAL INFORMATION

### 1.1 SCOPE OF SERVICES

The City of Palatka is requesting submittals of qualifications from professional firms with in-house expertise in Planning, Engineering and/or Landscape Architecture interested in providing various planning and site services to provide advice and consultation, technical investigation and analysis, design and other professional services for the purpose of providing support services to all departments in the City involved in the implementation of City plans, projects and initiatives including but not limited to the following list. Item O may include analysis of tax base revenue versus service costs. Items P through T are included with the intent to integrate such principles into the Land Development Code.

- A. Comprehensive Plan Amendments;
- B. Land Development Code Amendments;
- C. Environmental planning;
- D. Stormwater Management Inspections;
- E. Site Inspections;
- F. Small Area Studies;
- G. Historic Preservation Studies and Activities;
- H. Grants and Alternative Funding;
- I. GIS/Mapping/Graphic Art;
- J. Intergovernmental Agreements;
- K. Socio-Economic Data, Estimates, Projections, Studies;
- L. Transportation related studies and data collection;
- M. Traffic Impact Analysis and Review;
- N. Development Design Guidelines;
- O. Economic Analysis to facilitate Catalytic Site Economic Redevelopment;
- P. Stormwater Implementation Plan (Green Infrastructure, LID's, BMP's);
- Q. Complete Streets, Landscape, and Streetscape Design;
- R. Parks and Open Space Analysis and Design;
- S. Urban Design including Mixed Use and Urban Infill;
- T. Catalytic Site Economic Redevelopment;
- U. Prepare and present information to City Commission, City Advisory Boards, Citizen Interest Groups and other public meetings.

Also, please note the following:

All such contract activities would be the subject of a signed Work Authorization Form/Consultant Service Agreement (CSA) with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangement. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.



The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFQ or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this RFQ. The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management / loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability, and the demonstration of same.

The purpose and intent of this RFQ is to establish contract arrangements in accordance with the State of Florida CCNA requirements. Any such contract(s) resulting from this CCNA / RFQ process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

CCNA contracts are limited to projects where construction costs do not exceed \$4 million and the fee for professional services does not exceed \$500,000, per Florida Statute 287.055(2)(g). Resulting contracts will be for an initial term of three (3) years with two (2) additional – one (1) year terms upon mutual consent of the parties. Consultant shall ensure compliance with 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix I, FEMA Federal Requirements.

**NOTE: City reserves the right to solicit for additional services related to projects funded by state, federal and/or programmatic grants.**

## **1.2 MINIMUM REQUIREMENTS**

Each firm must satisfy the minimum requirements listed below to be considered. Firms that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the City are final. All Proposers must:

1. Be currently certified, licensed and authorized to work in the State of Florida as a Professional Planning, Engineering or and/or Landscape Architecture firm to perform in the area(s) of expertise. Copies of relevant licensures and certifications are to be included in the submission.
2. Retain a Florida office in which the work will be done.
3. Have a minimum of five (5) years' experience in their area(s) of expertise.
4. Demonstrate capability, past experience and expertise in professional services related to the expected area(s) of expertise.
5. Retain qualified staff capable of performing the required services.
6. Be insured and meeting insurance requirements applicable to perform the services.

## **1.3 AGREEMENT TERM AND RENEWALS**

The effective date of the agreement is estimated to begin on or after approval by the City Commission, for a three (3) year period, with the option to renew for two (2) – one (1) year terms contingent upon Consultant's performance. Proposed changes to pricing shall be communicated, in writing, to the City 90 days prior to agreement expiration. The intent to extend the contract will be



by written notification to the Contractor by the City of Palatka 60 days prior to contract expiration. NOTE: The City, at its sole discretion, reserves the right, to exercise this renewal option.

#### **1.4 COMPENSATION**

Compensation of professional services fees shall be proposed by way of the Continuing Services Agreement (CSA) and mutually agreed upon by the City and Consultant based on the professional fee structure negotiated with the selected companies. The maximum cost of all fees including printing and reproduction shall be set forth on the CSA.

#### **1.5 FORMAT FOR RESPONSES**

The following is the requested format for a response proposal to this RFQ. Please keep all responses short and concise and within the required page limit. Any response received deviating significantly from this format is subject to rejection / disqualification.

Each copy of a response should contain no more than thirty (30) pages (two sided sheets preferred and counts as two pages) which includes resumes showing the background and experience of key personnel. The use of past project photos, renderings and graphics is highly preferred. Tabs are preferred dividing sections.

Please note that cover, dividers, plastic, pictures, graphics, and verbiage are considered in the thirty (30) page limit, so keep all written and presentation content material concise and to the point. Required forms are not considered in the 30 pages. Any submitted Statement of Qualification which exceeds the 30-page maximum limit will be considered non-responsive and will not be considered.

### **SECTION 2 – PROPOSAL REQUIREMENTS**

#### **2.1 TRANSMITTAL LETTER**

Proposer shall submit a letter of interest signed by an authorized representative to contractually obligate and bind the firm. The Proposer or authorized representative is attesting that the information provided is current and factual. Tabs are preferred to divide sections.

The letter shall include:

- Date
- Name and address of Proposer
- Name of Contact Person, telephone number and email address
- Proposer's federal taxpayer identification number
- Confirmation of firm meeting all minimum requirements listed in Section 1.2

#### **2.2 TABLE OF CONTENTS**

Include a clear identification of the material by providing a page number.

NOTE: Tabs/dividers may be used to separate information.



## **TAB #1 – FIRM BACKGROUND**

### **2.3 SUMMARY**

Proposer shall provide a brief summary of their firm, which should include but is not limited to:

- Firm’s legal name (former name, if applicable)
- Company history, length of existence & business structure
- Location(s), identify main office location if various locations
- Total number of personnel
- Type of ownership, if applicable (small business, small disadvantaged business or women-owned business)

## **TAB #2 – TECHNICAL QUALIFICATIONS**

### **2.4 FIRM QUALIFICATIONS**

Proposers shall provide a brief overview of the firm’s history and organization, and any sub-consultants, and/or joint ventures. An executive summary of the firm’s interest, approach, and why the firm is uniquely qualified, quality control and timely initiation and completion of all Work.

### **2.5 STAFF QUALIFICATIONS**

Proposers shall provide documentation supporting the specialized qualifications of staff in the field of Professional Planning and Architect Services. Qualification should highlight experience with similar services and their locations. Provide the Florida registration numbers of professional personnel.

**2.5.1** An organization chart clearly indicating the firm’s composition and capabilities, and/or each sub consultant, their role and key personnel assigned to the contract.

**2.5.2** A professional summary or resume (limit two pages per individual) of the professional credentials and experience of the key members proposed to support the appointment.

**2.5.3** One page summaries of individuals which may actively provide support to the key individuals.

### **2.6 SUBCONTRACTORS OR SUBCONSULTANTS**

Use *Exhibit J* to list sub-contractors or sub-consultants who will or may perform Work under the resulting Contract.

## **TAB #3 – EXPERIENCE & REFERENCES**

### **2.7 EXPERIENCE**

Proposers shall describe the experience in providing similar services of the firm within the last five (5) years that are similar to the Services herein. No more than five (5) representative examples of the firm’s experience in the areas of services requested, as well as the firm’s relevant experience in Florida.



## **2.8 POSITION LIST**

A position list, for key staff, with hourly rates will be negotiated with the chosen firm(s) after award.

## **2.9 REFERENCES**

List three (3) client references that can speak to the Proposer's experience and performance, within the last five (5) years. References from public sector clients are preferred. The City will send Reference Check Surveys via email to the references provided. If the contact information is incorrect or the reference does not respond, the firm will lose points awarded for this criterion. See Section 6 Forms.

## **TAB #4 – INSURANCE**

### **2.10 INSURANCE**

A Certificate of Insurance (COI) is required in the proposal.

NOTE: All coverages shall name the City as "additional insured."

The Consultant shall not commence any Work until they have obtained all of the following applicable types of insurance and such insurance has been approved by the City, has named the City as an additional insured by separate written endorsement, except for Workers' Compensation Coverage and Consultant Liability, nor shall the Consultant allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write insurance policies in the State of Florida and to do business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the City in writing.

The Consultants' insurance, and the insurance of any other party bound to the Consultant, shall be considered primary. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Palatka for the Consultant's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.



Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Palatka.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Palatka as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms may be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Palatka to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors' coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Palatka of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

#### Loss Deductible

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

#### Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:



- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City and a copy to the City's Representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City and such Certificate shall clearly state all the coverages required in this Article;
- If requested by the City, the Consultant shall furnish complete copies of his/her and any Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance

The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and any Work which is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract. The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Consultant shall provide adequate insurance, satisfactory to City for the protection of employees not otherwise protected.

Liability Insurance

The Consultant shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damage, for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by him/herself or by anyone directly or indirectly



employed by him/her, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The Consultant shall purchase and maintain at the Consultant’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form). Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

The consultant shall purchase and maintain at the contractor’s expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$500,000 Bodily Injury-Per Person \$1,000,000 Bodily Injury-Per Accident \$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use



of any auto, including owned, non-City and hired automobiles and employee non-ownership use.

#### Excess Liability Insurance

The Consultant shall purchase and maintain at the contractor's expense Excess Liability (Umbrella Form) insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

#### Property Insurance

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Consultant shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

#### Builder's Risk Coverage (if applicable)

The Consultant shall take out and maintain a "Builder's Risk Policy" completed value form issued to provide coverages on a "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
  
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Consultant, City, Subcontractors, Sub-subcontractors and suppliers.
  
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the City prior to final acceptance and payment by the City.
- The City of Palatka being named as an additional insured.

#### Consultant Liability Insurance.

During the term of this agreement, the Consultant will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Consultant. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Palatka may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

### **TAB #5 – REQUIRED FORMS**

#### **2.11 FORMS**

All Forms required by the RFQ shall be fully executed by the Proposer and submitted. Refer to Section 6.



## SECTION 3 – EVALUATION PROCESS

During the evaluation process and until an award has been made by City Commission, Proposers are prohibited from meeting with or discussing a submittal with any member of the Evaluation Committee or City Commission.

### **3.1 EVALUATION CRITERIA**

The following evaluation criteria will be used as a general guide for evaluating the proposals. The Evaluation Committee will independently review and evaluate all responsive proposals received. Members may choose not to award any points, should they feel a proposal is undeserving or does not sufficiently address the criteria. The establishment, application and interpretation of the evaluation criteria below shall be solely within the discretion of the City. Separate categories may be made for firms with a stronger focus on Planning or Engineering or Landscape Architecture, recognizing that not all firms may have the depth of staff to cover all items in the Scope of Services. A proposer may submit for work on one or more items from the Scope of Services list.

CRITERIA	POSSIBLE POINTS
Firm Background (submit as Tab #1)	20
Technical Qualifications (submit as Tab #2)	40
Experience & References (submit as Tab #3)	30
Location of Firm’s Main Office from City Hall (60 miles or less = 10 pts; 61 miles or more = 5 pts)	10
<b>MAXIMUM POSSIBLE POINTS</b>	<b>100</b>
<b>MBE/WBE/DBE Business (only used in the event of a tie in the highest total points)</b>	<b>5</b>

### **3.2 EVALUATION OF PROPOSALS**

**3.2.1** All proposals submitted on time will first be reviewed by staff to determine responsiveness. The City reserves the right to accept or reject any or all proposals deemed as not responsive. The City reserves the right to waive immaterial irregularities in proposals if in the best interest of the City.

**3.2.2** The selection process for Continuing Professional Planning and Inspection Services is in accordance with Florida Statutes Section 287.055, Consultants’ Competitive Negotiation Act. The Evaluation Committee will review the qualifications of all submitting firms. Ranking will be made based solely on the information included in the proposal. The Evaluation Committee will evaluate against the criteria to reduce the total number of submittals to a qualified short list of firms. Firms may be invited to make presentations for final evaluation. The City reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications.



### **3.3 AWARD**

The purpose of this RFQ is to award multiple continuing agreements, establishing a library of consultants to be used on an as-needed basis to provide prompt and efficient professional services. It is most common that the Proposers who score the highest number of points will be recommended to the City Commission for award. The City reserves the right to cancel this RFQ and re-solicit or not re-solicit as determined to be in the City's best interests. The City reserves the right to select up to three (3) or more firms to provide these services should this be determined to be in the best interest of the City.

## **SECTION 4 - INSTRUCTIONS TO PROPOSERS**

### **4.1 CONE OF SILENCE**

Potential Proposers shall not communicate in any way with City staff or the City Commission other than the primary contact listed herein. This restriction shall be effective from the time of advertisement until the time an award is made by the City Commission. Such communication may result in disqualification.

### **4.2 REQUIRED COPIES**

One (1) clearly marked original, four (4) copies and one (1) electronic copy of the proposal shall be submitted. Please refer to the Proposal Checklist (*Form A*) for guidance on all requirements.

### **4.3 SEALED BIDS**

Proposals shall be enclosed in a sealed envelope which shall show (lower left corner) the Proposer's name and address, RFQ number and title, along with the solicitation opening date and time. The Proposal shall be submitted no later than the Solicitation Opening date and time mentioned on the Request for Qualifications. The City will not be responsible for opening any proposals that are not clearly marked. Proposals shall be handwritten or typed with (black or blue) ink. Any erasures or corrections must be initialed by the Proposer in ink. Handwritten submissions must be legible. Bids must be submitted to City Hall, 201 North 2nd Street, Palatka, Florida 32177. Bids that are submitted to other locations or delivered to the wrong location may not be considered. It shall be the sole responsibility of the proposer to ensure their proposal is at the proper location and at the time specified in the bid documents.

### **4.4 PROPOSALS NOT CONSIDERED**

Proposals not considered are late submissions, telegraphed, emailed or faxed proposals and proposals which do not conform to the instructions contained in the Request for Qualifications. However, proposals may be withdrawn by fax or email, provided that such notices are received prior to the Solicitation Opening date and time and confirmed by a telephone call (386.329.0100).

### **4.5 LATE PROPOSALS**

Late proposals will not be opened. Proposers have the option of picking up or paying for the mailed return of the unopened proposal. If this option is not exercised within five (5) days of the Solicitation Opening, the late unopened proposal will be disposed of.



#### **4.6 SOLICITATION OPENING**

Proposers are welcome to attend the solicitation opening; however, attendance is not mandatory. Proposals shall be opened and publicly announced on the date, time and location specified on the Request for Qualifications, unless otherwise stated in the form of an addendum. Proposals Received will be posted within two (2) business days to the City's website.

#### **4.7 ADDENDA**

Addenda may be issued in response to any inquiry received by the Question/Answer deadline date and time specified herein or to provide revisions, additions, deletions, clarification, etc. Addenda shall become part of and have precedence over anything shown or described otherwise. If not mentioned in the addenda, all other documents, specifications, drawings, terms and conditions remain the same. It is the Proposer's responsibility to ensure receipt of all addenda and acknowledge all addenda issued. Where there appears to be a conflict between Solicitation and any addenda, the last addendum issued shall prevail. See Section 6 Respondent's Certification form.

#### **4.8 REJECTION OF PROPOSALS**

The City reserves the right to reject any and all proposals, to waive any and all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the top ranked Proposer, and the right to disregard all non-conforming, non-responsive, imbalanced, or conditional proposals. More than one proposal from an individual, firm or association under same or different names, will not be considered. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Proposers, and no participants in such collusion will be considered in future proposals for the same work.

#### **4.9 PROPOSAL GUARANTEE**

The Proposer warrants that the professional fee schedule from the awarded companies, terms, and conditions shall remain firm for the contract period.

#### **4.10 CORRECTIONS, CANCELLATION & WITHDRAWAL**

Proposers may be asked to provide further information after the solicitation opening to determine the responsibility of the vendor.

**4.10.1** Waiver of Technicality: Information shall not be considered after the bid opening if it has been specifically requested to be provided with the Proposal as this becomes a matter of responsiveness. The Proposal shall be considered responsive if it substantially conforms to the requirements of the RFQ. The City may waive any informality, technicality, or irregularity on any bid. A minor or non-substantive lack of conformity may be considered a technicality or irregularity which may be waived by the City.

**4.10.2** Cancellation or Postponement: The City may cancel or postpone the solicitation opening or cancel the RFQ in its entirety prior to award.

**4.10.3** Withdrawal: Prior to any published bid opening date and time, a Proposer may



withdraw his or her Proposal in writing. A fax or email is permitted for this purpose, provided it is confirmed by a telephone call.

**4.10.4** Amendments: Prior to the published Solicitation Opening date and time, a Proposer may amend the Proposal provided that it is in writing, in a sealed envelope, and identified.

#### **4.11 CONFIDENTIAL INFORMATION**

Pursuant to section 119.071, Florida Statutes, any financial statements that the City requires to be submitted may be exempt from the Public Records Law. Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." By submission of a response to this RFQ the proposer agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

#### **4.12 PROPOSAL EXAMINATION**

In accordance with Chapter 119, Florida Statutes, solicitation files will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the solicitation opening, whichever is earlier. Solicitation files may be examined during normal working hours, by appointment only, by contacting the City Clerk's office at 772-589-5330.

### **SECTION 5 – GENERAL CONDITIONS**

#### **5.1 CONFLICT OF INTEREST**

Contract Award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose any conflict of interest with their proposal, including the name of any employee, board member or elected official(s) of the City of Palatka; Further, all proposals must disclose the name of any City employee or Commission member, who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

Should the successful Proposer permanently or temporarily hire any City employee or Commission member, who is, or has been, directly involved with the Proposer prior to or during performance of the resulting contract, the Agreement shall be subject to immediate termination by the City.

#### **5.2 NO LOBBYING**

All Proposers/Contractors/Consultants or, and its officers, partners, owners, agents, representatives, employees or parties in interest are hereby placed on notice that any communication, whether written or oral, with City of Palatka elected officials or any other staff or outside individuals working with the City in respect to this request (with exception of the staff designated to receive requests for interpretation or corrections) is **prohibited**. These persons shall not be lobbied, either individually or collectively, regarding any request for proposals, qualifications and/or any other solicitations released by the City of Palatka. **To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such**



time as the City of Palatka, Mayor, and City Commission have made a final and conclusive determination.

### **5.3 NO COLLUSION**

Proposer/Contractor/Consultant and its officers, partners, owners, agents, representatives, employees or parties in interest, swears and attests that it is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting the provision of the goods or services to the City of Palatka. The Proposal, or offer being made is genuine and is not collusive or a sham.

By submitting a response to this RFQ, Proposer certifies that all information contained in the proposal is truthful to the best of their knowledge and belief. Proposer further certifies, under oath, that this proposal is made without any colluded, conspired, connived or agreed, directly or indirectly, with any other firm, person or corporation responding to this solicitation for the same product or service.

### **5.4 IMMIGRATION LAWS**

The City will not intentionally award City contracts to any Firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in an 8 U.S.C. Section 1324 a(e) (Section 274A (e) of the Immigration and Nationality Act (“INA”). Refer to

E-Verify Acknowledgment in solicitation documents.

### **5.5 DRUG-FREE WORKPLACE**

In accordance with Florida Statute Section 287.087, Proposer/Contractor/Consultant certifies that it takes the following actions:

**5.5.1** A written statement is published notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.

**5.5.2** Employees are informed about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

**5.5.3** Employees are notified that as a condition of working on the commodities or contractual services being solicited, they will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.



**5.5.4** The employer imposes a sanction, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

**5.5.5** Makes a good faith effort to continue to maintain a drug free work place through the Implementation of the drug free workplace program.

## **5.6 PUBLIC ENTITY CRIMES**

A "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

"Convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

**Proposer certifies that neither the entity proposing, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.**

Where the Proposer is unable to certify to all of the statement above, Proposer shall attach an explanation to this proposal.

"Affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person or a corporation convicted of a public entity crime, or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or
- (3) Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or
- (4) A person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

## **5.7 DEBARMENT AND SUSPENSION**

Proposer certifies to the best of its knowledge and belief that it and its principals:

**5.7.1** Are not presently debarred, suspended, proposed for disbarment, declared ineligible,



or voluntarily excluded from covered transactions by any Federal department or agency;

**5.7.2** Have not within a three-year period preceding this application been convicted of had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**5.7.3** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**5.7.4** Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to all of the statements above, Proposer shall attach an explanation to this proposal. **Proposer must submit their Company Profile Page from**

**SAM.GOV with their RFQ.** The City of Palatka will not make award to parties listed on the government wide exclusions in the System for Award Management (SAM).

## **5.8 SCRUTINIZED VENDOR CERTIFICATION**

Proposer certifies under penalties of perjury, as of the date of this solicitation to provide goods and/or services to the City of Palatka, that it:

**5.8.1** Does not participate in a boycott of Israel; and

**5.8.2** Is not on the Scrutinized Companies that Boycott Israel List; and

**5.8.3** Is not on the Scrutinized Companies with Activities in Sudan List; and

**5.8.4** Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

**5.8.5** Has not engaged in business operations in Cuba or Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Palatka shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, generally prohibits state agencies and departments, and



local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of proposing on, proposing a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statute, or have been engaged in business operations in Cuba or Syria.

### **5.9 E-VERIFY**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Certification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. The Consultant shall (1) enroll in the U.S. Department of Homeland Security's E-Verify system, (2) utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract, (3) utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Information on registration for and use of the E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>. **Proposer must submit their Company Profile Page from E-Verify with their bid.**

### **5.10 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the contact listed in this solicitation via email at [lwalsh@Palatka-fl.gov](mailto:lwalsh@Palatka-fl.gov). Proposers must clearly understand that the only official answer or position of the City will be the one issued by the staff via an Addendum.

The Solicitation number and title shall be referenced on all correspondence. Be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Request for Qualifications. All responses to questions/clarifications will be published in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's website ([www.palatka-fl.gov](http://www.palatka-fl.gov)) and it is the Proposer's sole responsibility to assure receipt of all (if any) Addenda.



### **5.11 EXCEPTIONS TO SPECIFICATIONS**

Request for exceptions to the specifications shall be listed in the proposal and shall reference the section. Any exceptions to the General or Special Conditions may be cause for the proposal to be considered non- responsive.

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the respondent's authorized signature affixed to the response's signature section attests to this.

### **5.12 SUBCONTRACTORS AND EMPLOYEES**

The Proposer is required to identify any and all Sub-consultants and/or suppliers that will be used in the performance of the proposed Agreement and to clearly identify in their proposal the percentages of Work to be performed by their Sub-consultants.

### **5.13 WAIVER OF IRREGULARITIES**

The City may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the terms of the submission by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

**5.13.1** In no event will any such elections by the City be deemed to be a waiving of the required criteria for the requested services.

**5.13.2** The Contractor who is selected for the Project will be required to fully comply with the Project criteria, regardless that the Solicitation may have been based on a variation.

**5.13.3** Proposers shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Proposers means and methods, approach to Project, use of new products, and new uses for established products.

### **5.14 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the total costs shall be reduced at the same ratio as the estimated costs of the Services.

### **5.15 AVAILABILITY OF FUNDS**

The obligations of the City of Palatka under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Commission of the City of Palatka.

### **5.16 COMMISSION MEETING**

The awarded Proposer must be available to attend City Commission meetings, when required. The



awarded Proposer must be prepared to answer any questions and/or provide a presentation if requested by Commission and/or authorized by City representative(s). The awarded Proposer is not required to attend the City Commission meeting for recommendation of award, but attendance is welcome. The date and time of the City Commission meeting will be publicly noticed.

#### **5.17 NOTICE TO PROCEED**

The Contractor shall not commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the awarded Proposer to proceed with the Work has been issued by the City; provided that such notification shall be superseded by any emergency work that may be required in accordance with the provisions included elsewhere in this RFQ and resulting Contract.

#### **5.18 METHOD OF PAYMENT**

##### **5.18.1 Florida Prompt Payment Act**

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

#### **5.19 SALES TAX**

Although the City of Palatka is exempt from Federal and State Sales and Use taxes, Contractors or Vendors doing business with the City are not exempted from paying said taxes to their supplier for goods or services purchased to fulfill the contractual obligations with the City, nor shall any Contractor or Vendor be authorized to use the City's Tax Exemption Number in securing such materials.

#### **5.20 TERMINATION FOR CAUSE OR CONVENIENCE**

The agreement resulting from this RFQ can be terminated immediately for cause if Contractor is found to have failed to perform services in a manner satisfactory to the City; or for convenience upon thirty (30) days' written notice to the Proposer. In the event of either termination, the Proposer shall be compensated for all services performed to the City's satisfaction. The City shall be sole judge of non-performance.

#### **5.21 CO-OPERATIVE PURCHASING**

It is the intent of the Request for Qualification to secure goods or services to be used by the City of Palatka. However, by virtue of bidding, the Proposer accepts the right of other Government Entities to "piggyback" purchase from this proposal by mutual consent and where applicable by law. Any such purchase shall be separate and apart from the City of Palatka, and said City assumes no liability for such action.

#### **5.22 DISCRIMINATION**

The Proposer shall not practice or condone personnel or supplier discrimination of any nature whatsoever, in any manner proscribed by Federal or State of Florida laws and regulations. The City of Palatka will not knowingly do business with vendors, proposers, or contractors who discriminate on those protected by state and federal law. Through the course of providing services to the City, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as



all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City.

### **5.23 PUBLIC RECORDS**

Section 119.01 F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the City in connection with all PROPOSER's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after the bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT SUNNI KRANTZ, CITY CLERK AT 386.329.0100 / EMAIL [skrantz@palatka-fl.gov](mailto:skrantz@palatka-fl.gov), CITY OF PALATKA, 201 NORTH 2<sup>ND</sup> STREET, PALATKA, FLORIDA 32177.**

### **5.24 INDEMNIFICATION/HOLD HARMLESS**

The CONSULTANT/CONTRACTOR shall indemnify, defend and hold harmless the CITY, and its officers and employees, from all claims, demands, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT/ARCHITECT/CONTRACTOR and other persons employed or utilized by the CONSULTANT/ARCHITECT/CONTRACTOR in the performance of the agreement; regardless of the negligence of the indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees. Upon request of the CITY, the CONSULTANT/ CONTRACTOR shall, at no cost or expense to the CITY, indemnify and hold the CITY harmless of any suit asserting a claim for any loss, damage or liability specified above, and CONSULTANT/ CONTRACTOR shall pay any cost and reasonable attorneys' fees that may be incurred by the CITY in connection with any such claim or suit or in enforcing the indemnity granted above. Nothing in this agreement shall be construed as the CITY waiving its sovereign immunity pursuant to 768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity.

### **5.25 PROTEST PROCEDURE**

Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the City Manager. Failure of the Proposer to file a timely formal written Protest within the time specified shall constitute a waiver by the Proposer of all rights to protest. The formal written Protest must provide documentation which shall specify in detail the nature of the grievance and the grounds upon which any relief, modification or change is based. The protest shall be submitted in writing within seven (7) calendar days after the bidder or proposer



knows or should have known of the facts giving rise to the protest.

**5.25.1** Decision - If the protest is not resolved by mutual agreement, the City Manager shall direct staff to promptly investigate the basis of the protest and, after consultation with the City Manager, originating department, the City Attorney and any other person or entity deemed necessary, Staff shall issue a decision in writing. A copy of the decision shall be furnished immediately to the protestor and any other party determined by the City Manager to be directly affected by the decision. The decision shall:

- A.State the decision and the basis for the decision, and
- B.Set forth the protestor’s right to administrative review.

**5.25.2** Administrative Review – If the protestor disagrees with the decision of the Staff, the protestor may appeal the decision to the City Manager and/or City Commission, provided written notice of such appeal shall be submitted by the protestor to the City Manager within seven (7) calendar days of receipt of the decision.

**5.25.3** Stay of Procurement – In the event of a timely and properly filed protest, Staff shall not proceed further with the solicitation or award until all administrative remedies have been exhausted, or until the City Manager or City Commission, as appropriate, makes a determination on the record that the award of a contract is necessary to protect substantial interests of the City.

## **5.26 PERFORMANCE EVALUATION**

A City designee will evaluate the services provided under this solicitation, noting the overall service performance of the Proposal/Contractor/Consultant.

Firm acknowledges that performance ratings will be used to evaluate the Proposal’s/Contractor’s performance and conformance to contract requirements, specifications and standards of good workmanship.

## **5.27 ACCEPTANCE OF GOODS/SERVICES**

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.



## SECTION 6 – FORMS



# EXHIBIT A



## CONTACT SHEET CITY OF PALATKA, FL

\*\*\*\*\*

Name: \_\_\_\_\_

Federal Taxpayer ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

Vendor Accepts Credit Cards\*: Yes No (Please Circle)

Accounting Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*See preferred method of payment under "Prompt Payment Act" section of the General Conditions**



## EXHIBIT B



### CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO  
ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is  
\_\_\_\_\_ and (if applicable) Federal Employer Identification Number  
(FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits  
of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a  
violation of any state or federal law by a person with respect to and directly related to the transaction of  
business with any public entity or with an agency or political subdivision of any other state or with the United  
States, including, but not limited to, any proposal or contract for goods or services to be provided to any public  
entity or any agency or political subdivision of any other state or of the United States and involving antitrust,  
fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means  
finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal  
or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a  
result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who  
has been convicted of a public entity crime. The term "affiliate" includes those officers, directors,



executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
  - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
  - The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

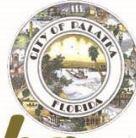
STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:



## EXHIBIT C



### DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_



## EXHIBIT D



### E-VERIFY STATEMENT

**Bid/Proposal/RFQ Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

**Company/Firm:** \_\_\_\_\_

**Contact Name (Print):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## EXHIBIT E



### RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualifications (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

1. I hereby propose to furnish the goods or services specified in the RFP. I agree that my bid will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the bids.
2. I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and



d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(NOTARY SEAL) (Signature of Notary Public-State of Florida)  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## EXHIBIT F

### MAILING LABEL

Cut along the outer border and affix this label to the sealed envelope to identify it as a Sealed Solicitation Submittal.

<b>SEALED RFQ • DO NOT OPEN</b>	
<b>SOLICITATION #:</b>	RFQ 2023-04
<b>SOLICITATION TITLE:</b>	Continuing Professional Planning and Inspection Services
<b>DUE DATE/TIME:</b>	Thursday, June 1, 2023 @ 2:00 PM, LOCAL TIME
<b>SUBMITTED BY:</b>	Proposer's Name
	Proposer's Address
	Proposer's Address
<b>DELIVER TO:</b>	<p>City of Palatka  <b>ATTN:</b> City Clerk                  201 North 2<sup>nd</sup> Street                  Palatka, Florida 32177</p>



# EXHIBIT G

## PROPOSAL CHECKLIST

Please use the following checklist as a reference document to confirm all requirements are met in your RFQ submission. **This checklist must be submitted as part of the Proposal.** Please be advised that this checklist should not be interpreted as a comprehensive list of all information required by this Solicitation from prospective Proposers. It simply serves as a guide for the most significant documents to be included in the Proposal and should be enhanced as deemed necessary. It is solely the Proposer’s responsibility to read and understand all requirements and adhere to all issued Addenda.

Requirements	OFFICE USE ONLY
One (1) original copy of proposal (bearing original signatures)	
Four (4) copies of proposal	
One (1) electronic copy of proposal (USB)	
Proposal Checklist – <b>EXHIBIT G</b>	
Contact Information Sheet – <b>EXHIBIT A</b>	
Respondent Certification – <b>EXHIBIT E</b>	
Transmittal Letter <i>(Refer to Section 2.1)</i>	
Table of Contents <i>(Refer to Section 2.2)</i>	
<b>TAB #1 – FIRM BACKGROUND</b> <i>(Refer to Section 2.3)</i>	
Summary	
<b>TAB #2 – TECHNICAL QUALIFICATIONS</b> <i>(Refer to Sections 2.4 – 2.6)</i>	
Firm Qualifications	
Staff with Qualifications	
<b>TAB #3 – EXPERIENCES &amp; REFERENCES</b> <i>(Refer to Sections 2.7 – 2.9)</i>	
Experience	
References – <b>EXHIBIT H</b>	
<b>TAB #4 – INSURANCE</b> <i>(Refer to Section 2.10)</i>	
Proof of Insurance	
<b>TAB #5 – REQUIRED FORMS</b> <i>(Refer to Section 2.11)</i>	
Forms to be submitted: <b>EXHIBITS A –J</b>	
Proposer’s Disclosure – <b>EXHIBIT E</b>	
Document Notification Affidavit – <b>EXHIBIT I</b>	
E-Verify Form – <b>EXHIBIT D</b>	

**PLEASE ENSURE THE MAILING LABEL IS AFFIXED TO THE SEALED ENVELOPE.**

***IMPORTANT:*** Failure to submit the requested copies or complete and submit the required forms may result in submittal being deemed non-responsive and removed from consideration.



# EXHIBIT H

## REFERENCE LIST

**Proposer's Name:** \_\_\_\_\_

List a **minimum of three (3) client references** that can speak to the Proposer's experience and performance, within the last five (5) years. References from public sector clients are preferred. The City will send Reference Check Surveys via email to the references provided. If the contact information is incorrect or the reference does not respond, the firm will lose points awarded for this criterion.

Reference #1	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	
Reference #2	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	
Reference #3	
Company Name:	
Location (City, State):	
Contact Person:	
Contact Number:	
Email Address:	
Dates of Service:	
Services Provided:	

**Failure to fully complete and submit this List may result in rejection of the submittal.**



# EXHIBIT I

## DOCUMENT NOTIFICATION AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ acknowledge that I have  
(Printed Name)

legal authorization to contractually bind \_\_\_\_\_  
(Company Name)

I acknowledge that as part of my response to this solicitation I have read and reviewed copies of the following documents/notifications, attached:

- Conflict of Interest Disclosure
- No Lobbying Notification
- No Collusion Affidavit
- Immigration Laws Notification
- Drug-Free Workplace Provisions
- Public Entity Crimes Notification
- Debarment and Suspension Certification, **Proposer must submit their Company Profile Page from SAM.GOV with their RFQ.**
- Scrutinized Vendor Certification
- E-Verify Acknowledgement, **Proposer must submit their Company Profile Page from E-Verify with their bid.**
- Vendor Performance Acknowledgement

I hereby swear or affirm that I have read and that I understand and accept all the requirements and regulations imposed by the above-referenced documents and that I acknowledge and accept that the above-referenced documents and all terms and conditions contained therein are included in the response to this solicitation.

The foregoing Affidavit was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.



\_\_\_\_\_  
**Notary Public Name**

\_\_\_\_\_  
**Notary Public Signature**

**Notary Commission Expiration:** \_\_\_\_\_

**Failure to fully complete, sign and submit this Affidavit may result in rejection of the submittal.**

# EXHIBIT J

## SUB-CONTRACTORS/CONSULTANTS LIST

Proposer's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

RFQ Title: Continuing Professional Planning and Inspection Services RFQ #: 23-04

**NOTE:** List **all sub-contractors/consultants** you invited to bid on this project, whether they were selected or not. If sub-consultants will not be used on this agreement, initial the line below. **Form must be submitted with your proposal.** Use additional sheets if necessary.

The City reserves the right to reject any proposals if the Proposer names sub-consultants who have previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any sub-consultant in order to make a determination as to the foregoing.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

\_\_\_\_\_ I affirm that Sub-contractor/consultants will not be used to complete projects under this agreement.

Print Preparer's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Failure to fully complete, sign and submit this Form may result in rejection of the submittal**