



# Project Manual

**RFP-CM-CO-11-01**

## **REAL ESTATE ACQUISITION SERVICES**

Due Date: **June 13, 2011 at 2:00pm**

Please be advised that if you download the following Request for Proposals we ask that you complete the Plan Holders form (page 1 of the “**View Bid Details**” PDF on the City of Palm Coast website) and e-mail it to [dklages@palmcoastgov.com](mailto:dklages@palmcoastgov.com) or fax it to 386-986-3724 in order to be added to the Plan Holders list.

**Vendors are responsible for determining whether any addenda have been issued. All addenda will be posted on the City’s website:**

[palmcoastgov.com/government/departments/purchasing](http://palmcoastgov.com/government/departments/purchasing)

The acknowledgement page of all addenda must be submitted with the Qualification/Proposal. Please see the “**Required Submittals Packet**” which is posted on the City’s website.

**Confidential Materials:** Any materials that qualify as “trade secrets” shall be segregated and clearly labeled in order not to be considered Public Record.

If you have any questions, please contact Brian Rothwell or David Klages at 386-986-3730.

City of Palm Coast  
Purchasing & Contracts Management Division  
160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164  
[palmcoastgov.com/government/departments/purchasing](http://palmcoastgov.com/government/departments/purchasing)



<b>Submit Proposal To:</b> City of Palm Coast Purchasing & Contracts Management Division 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32164	<b>REQUEST FOR PROPOSALS</b> and Proposer Acknowledgment
<b>Contact:</b> Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax <a href="mailto:brothwell@palmcoastgov.com">brothwell@palmcoastgov.com</a>	<b>RFP-CM-CO-11-01</b> <b>REAL ESTATE ACQUISITION SERVICES</b>
<b>Pre-Bid Date:</b> N/A <b>Pre-Bid Time:</b> N/A <b>RFP Due Date:</b> June 13, 2011 <b>RFP Due Time:</b> 2:00pm	<b>Location of Public Opening:</b> City of Palm Coast Purchasing & Contracts Management Division 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32164
<b>Bidder's Name:</b>	<b>Federal Employer ID Number or SS Number:</b>
<b>Business Address:</b>  <b>City:</b> <b>State:</b> <b>Zip:</b>	<b>If returning as “No Submittal”, please return only this page and state why:</b>
<b>Type of Entity:</b> <i>(Circle one)</i> Corporation      Partnership      LLC Proprietorship      Joint Venture      Other	<b>Name (printed):</b> <b>Title:</b> <b>Date:</b>
<b>Incorporated in the State of:</b> <b>Telephone Number:</b> <b>Toll Free Telephone Number:</b> <b>Fax Number:</b> <b>E-mail:</b>	<b>X</b> _____ <b>Authorized Signature</b>

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## **Section 1 – General Description of Services**

The City of Palm Coast is accepting proposals from qualified firms to provide property acquisition services on a continuing basis for the entire spectrum of services customarily provided to governmental agencies. The professional property acquisition consultant shall have experience in, but not limited to, complex property negotiations, purchase agreement preparation, settlement justification narrative preparation, suit package preparation, and eminent domain proceedings.

It is the intent of this Request for Proposals (RFP) to enter into a contract with one or more firms to provide Real Estate Acquisition services. The City reserves the right to award this RFP to more than one firm as deemed to be in the best interest of the City. The City also reserves the right to award this RFP by discipline or as a whole.

## **Section 2 - General Conditions, Instructions and Information for Proposers**

**CONTACT:** All prospective Applicants (Proposers) are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members other than the noted contact person(s) regarding this Request for Proposals (RFP) at any time prior to the RFP having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of your RFP submittal.

**PUBLIC OPENING:** RFP submittals shall be received at the City of Palm Coast Purchasing & Contracts Management Division, 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164 by the specified time and date. The RFP submittals shall be opened publically 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 Brian Rothwell at 386-986-3771 or at [brothwell@palmcoastgov.com](mailto:brothwell@palmcoastgov.com) at least 48 hours in advance of the Public Opening.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on the Purchasing page of the City's website.

**PROPOSAL SUBMISSION AND WITHDRAWAL:** The City shall receive RFP submittals at the above address. The outside of the envelope/container must be identified with the RFP number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the RFP submittal in the Purchasing & Contracts Management Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the RFP submittal.

**RFP submittals received after the specified time and date shall be returned unopened.** The time and date will be scrupulously observed. The City shall not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing & Contracts Management Division shall serve as the official authority to determine lateness of any RFP submittal.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered RFP submittals prior to the deadline set for receiving RFP submittals. Telephone confirmation of timely receipt of the RFP submittal may be made by calling (386) 986-3730, before the 2:00 deadline.

Proposers shall submit **six (6) COMPLETE SETS** (one [1] original, four [4] copies and one [1] electronic copy (CD)) of the RFP submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the hard copies and should be one complete file (PDF preferred), not a series of files. The Proposer may submit the RFP submittal in person or by mail.

Proposers may withdraw their RFP submittals by notifying the City in writing at any time prior to the time set for the RFP deadline. Proposers may withdraw their RFP submittals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the RFP submittal. RFP submittals, once opened, become the property of the City and will not be returned to the Proposers.

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 RFP submittals, the City reserves the right to request all required

forms/attachments (**other than the bid form and issued addenda**) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their RFP submittal to be considered valid.

**INQUIRIES/INTERPRETATIONS:** All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Purchasing & Contracts Management Division in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and received by the City Purchasing & Contracts Management Division at least ten (10) business days prior to the due date. The City shall not be responsible for any oral instructions made by any employee(s) of the City in regard to this RFP. All inquiries shall be directed to Brian Rothwell at Telephone No. 386-986-3771, Fax No. 386-986-3724 or [brothwell@palmcoastgov.com](mailto:brothwell@palmcoastgov.com). **Oral statements given before the Proposal Due Date will not be binding.**

**ADDENDA:** Should revisions to the RFP documents become necessary; the City shall post addenda information on the City's Web Site. All Proposers should check the City's Web Site or contact the City's Purchasing & Contracts Management Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the RFP submittal as unresponsive. Proposer shall sign, date, and return all addenda with their RFP submittal. Addenda information will be posted on the City's website at [www.palmcoastgov.com/government/departments/purchasing](http://www.palmcoastgov.com/government/departments/purchasing). **It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.**

**SELECTION PROCESS AND AWARD:** All RFP submittals will be evaluated by City staff in accordance with the criteria set forth in the RFP documents. The City may conduct interviews/presentations as part of the evaluation process. The City shall not be liable for any costs incurred by the Proposer in connection with such presentations.

The City anticipates award to the Proposer who submits the RFP submittal judged by the City to be the most advantageous and offers the best value to the City. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The City reserves the right to reject all RFP submittals, to waive any formalities, and to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

**PREPARATION COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their RFP submittals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**ACCURACY OF RFP SUBMITTAL INFORMATION:** Any Proposer that submits in his/her RFP submittal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**INSURANCE:** 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 RFP submittal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to final execution of the contract.**

**LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully

licensed and certified, his/her RFP submittal shall be rejected. Any 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, City, etc., are the responsibility of the Proposer.

**POSTING OF PROPOSAL AWARD:** Recommendation for award will be posted for review by interested parties on the City's Web Page ([www.palmcoastgov.com/government/departments/purchasing](http://www.palmcoastgov.com/government/departments/purchasing)) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the City's Purchasing & Contracts Management Division Procedures shall constitute a waiver of proceedings.

**PROPSOAL PROTEST:** Proposal protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Purchasing & Contract Bid Protests procedures.

A vendor/bidder may protest matters involving the award of any contract at any time prior to its award by contacting the Purchasing Manager, in writing, and articulating the alleged basis for the protest.

The decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal with the City Manager within seven (7) days of the Purchasing Manager's decision. The decision of the City Manager may be appealed to the City Council by filing a written appeal with the City Clerk within seven (7) days of the City Manager's decision. The same procedures above for bid protests shall apply to the contest of a contract award.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after receiving, RFP submittals 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 RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**PROHIBITION AGAINST CONTINGENT FEES:** The Proposer warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Proposer, to solicit or secure this Agreement 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, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ACCEPTANCE / REJECTION:** The City reserves the right to accept or reject any or all RFP submittals and to make the award to those Proposers, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the RFP submittal of any vendor who has previously failed in the proper performance of an award or 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 any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement.

**EQUIVALENT MATERIALS AND EQUIPMENT:** Whenever materials or Equipment are specified or described in the specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the City if sufficient information is submitted by Proposer to allow the City to determine that the material or equipment proposed is equivalent to that named.

Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Proposer. If Proposer wishes to furnish or use a substitute item of material or equipment, Proposer shall indicate this action within this solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Proposer is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Proposers affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. City may require Proposer to furnish, at Proposer's expense, additional data about the proposed substitute.

City shall be the sole judge of acceptability, and no substitute shall be ordered without the City's acceptance. However, City reserves the right to reject any proposed substitute which would result in an increase in contract price and the City may require Proposer to furnish at Proposer's expense a special performance guarantee or other surety with respect to any substitute. If approval is given, Proposer shall not be excused from performing in conformity with the requirements of the contract documents.

Proposer assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the contract documents, and that the specifications and all other features of substitute items are suitable for their intended purpose.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFP submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this RFP if submitted either purposely through intent or design, or inadvertently 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 RFP documents are the only conditions applicable to this RFP submittal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**TECHNICAL ACCEPTABILITY OF TRADE NAME PROPOSED:** If offering other than the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your Proposal. The City shall determine if the brands offered are technically acceptable. Failure to comply may result in the rejection of your RFP submittal. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the RFP submittal, regardless of the cost to the Proposer.

**DELIVERY:** Delivery will be determined by the City.

**PURCHASING CODE:** The Purchasing & Contracts Management Division Procedures apply in its entirety with respect to this Request for Proposals.

**AFFIRMATION:** By submission of an RFP submittal, Proposer affirms that his/her RFP submittal 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 Request for Proposals and the resulting contract.

**MISTAKES IN PROPOSAL:** 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 error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP submittals having erasures or corrections must be initialed in ink by the Proposer.

**DISPROPOSAL OF PROPOSER:** More than one RFP submittal 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 RFP submittal will be cause for rejection of all RFP submittals in which such Proposers are believed to be involved. Any or all RFP submittals will be rejected if there is reason to believe that collusion exists between Proposers. RFP submittals in which the prices obviously are unbalanced will be subject to rejection.

**QUANTITIES:** The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this Request for Proposals. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

**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 RFP prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing & Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. 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, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. 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 used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP submittal prices shall 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:** All Proposers submitting a response to this Request for Proposals agree that such response also constitutes an RFP submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFP submittal, should the Proposer feel it is in their best interest to do so.

Each governmental agency desiring to accept these RFP submittals, and make an award thereof, shall do so independently of any other governmental agency. Each 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 agency assumes any liability by virtue of this RFP.

This agreement in no way restricts or interferes with the right of any governmental agency to Re-Request for Proposals any or all items.

**ADVERTISING:** In submitting an RFP submittal, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.



**NON-APPROPRIATION OF FUNDS:** In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this RFP, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Consultant, 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 firm(s).

### **Section 3 – Instructions for the Preparation of Proposals**

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The total number of pages **MUST NOT** exceed 30 pages (does not include the required submittals, addenda or résumés).

The Proposal must be divided into Six (6) sections with references to parts of this RFP done on a section number/paragraph number basis. The six (6) sections shall be named:

- 1. Required Submittals**
- 2. Current Workload**
- 3. Qualifications/Experience**
- 4. Project Approach**
- 5. Hourly Rate Fee Schedule**
- 6. Licensing Requirements**

#### **1. Required Submittals:**

**Letter of Transmittal:** The Proposal letter shall be addressed to the City Purchasing & Contracts Management Division and shall include at a minimum the following:

- Name of Individual, Partnership, Company, or Corporation submitting Proposal;
- City's RFP number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) of representative(s) legally authorized to bind the Proposer.
- Which Sections you are submitting a proposal for
- Core Services you provide
- A brief organizational structure of your firm

**Addenda:** The acknowledgment page of all addenda, signed and dated, if applicable.

**Corporate Information:** If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

**Required Forms:** Complete Attachments A – I as indicated below:

***Proposer's Certification (Attachment A):*** Complete the form included in this package.

***Conflict of Interest Statement (Attachment B):*** Complete the form included in this package.

***Compliance with the Public Records Law (Attachment C):*** Complete the form included in this package.

***Drug-Free Workplace (Attachment D):*** Complete the form included in this package.

***American with Disabilities Act Affidavit (Attachment E):*** Complete the form included in this package.

***Vendor Registration Form (Attachment F):*** Complete the form included in this package.

***Summary of Litigation and License Sanctions (Attachment G):*** Complete the form included in this package.

***Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment H):*** Complete the form included in this package.

***Certificate of Corporation (Attachment I):*** Complete the form included in this package.

## **2. Current Workload:**

The Proposer shall provide a listing of current and projected workload. The Proposer shall include a graph or other informational diagram/format indicating the allocated and available man-hours. Indicate commitment of staff available for this project.

## **3. Qualifications/Experience:**

The CONSULTANT must have been in business at least three (3) years and must provide proof of similar work experiences. The submission must include the following:

- A. Provide a list of Right-of-Way projects, along with the number of parcels, for which your firm has provided similar services within the past three (3) years. Provide the client's name, contact person, telephone number, project name and number of parcels, start and completion date of each assignment/project.
- B. Provide details of the firm's qualifications and the specific individuals whom provided the services, including certifications and resumes.
- C. Identify the role that assigned individuals shall assume in the proposed contract with the City of Palm Coast.
- D. Provide the location of the firm and/or office that will be in charge of this project.

## **4. Project Approach:**

The CONSULTANT shall provide an approach to the requested services based on the projected scope of work, which will involve the property acquisition of project parcels identified for the road improvement project. The CONSULTANT may include innovative approaches, cost saving ideas and methods, and any other information

considered by the CONSULTANT to be advantageous to demonstrate an understanding of the required services. Discuss your firm's ability and capacity to perform the necessary project activities in a timely manner. Discuss the manner in which proper coordination and information exchange shall be assured among the City Attorney's Office, CONSULTANT, and other jurisdictional entities, including use of specialized equipment services. Include the proposed quality review schedule.

**5. Hourly Rate Fee Schedule:**

Provide your firm's hourly rates for each category of CONSULTANT services on a matrix form entitled "Hourly Rate Fee Schedule – Property Acquisition Services". The categories shall be: Program Manager, Project Manager, Acquisition Agent, and Secretary. The form must be signed by an individual that will legally bind the CONSULTANT.

**6. Licensing Requirements:**

Include a copy of any and all professional licenses as required to perform the services described herein. Also include a copy of all insurance certificates as required herein.

**\*\*\* NOTE\*\*\***

Failure to provide all information as listed herein may result in may result in a reduction of evaluation points for your proposal.

## Section 4 – Evaluation of Qualifications/Proposals and Award

### EVALUATION METHOD:

The City shall negotiate the award to the most responsive and responsible proposer who submits a proposal package that is most advantageous to the City. The City Manager will appoint an Evaluation Committee to evaluate proposals. In determining the most advantageous proposal, the City reserves the right to consider criteria such as, but not limited to, cost, customer service, utility, quality/workmanship, standardization, past experience, delivery, discount, past performance and/or service reputation and service capability. The City may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Each Evaluation Committee member will evaluate the below factors to determine which Proposers will be short-listed. Each member will assign an item score ranging from the minimum points scale to the maximum points scale allowed for each rating factor.

The City Purchasing & Contracts Division will compile the scores from each Evaluation Committee member for each Proposer.

The City Purchasing & Contracts Division will then drop the high and low score for each Proposer at which time the remaining points will be totaled and a Final Ranking will be calculated. After accumulating the members' scores, the firm with the highest score shall be ranked first, the next highest shall be ranked second, and so on.

The City reserves the right to contact references provided by the Proposer or visit projects listed in the RFP. 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.

### SUBMITTAL EVALUATION REVIEW:

The selection committee will review responsive submittals and score the written responses according to the evaluation criteria listed below. The criteria and points available are explained below. The individual committee member's scores will be totaled and then entered into a Master Score Sheet. The City Purchasing & Contracts Division will compile the scores based on the criteria explained in the evaluation method above.

**Table 1 RFP Packages Evaluation and Scoring Criteria**

<b>Criteria</b>	<b>Items</b>	<b>Score</b>
<b>1.</b>	<b>Required Submittals</b>	<b>Not Scored</b>
<b>2.</b>	<b>Current Workload</b>	<b>4 – 20 points</b>
<b>3.</b>	<b>Qualification/Experience</b>	<b>8 – 40 points</b>
<b>4.</b>	<b>Project Approach</b>	<b>4 – 20 points</b>
<b>5.</b>	<b>Hourly Rate Fee Schedule</b>	<b>4 – 20 points</b>
<b>6.</b>	<b>Licensing Requirements</b>	<b>Not Scored</b>

**Qualification Evaluation:**

Proposal packages will be reviewed and evaluated by a Selection Committee. **Financial criteria will be evaluated only by Committee Members in the Finance Department, not by all members of the Selection Committee.** Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

- 1. **Required Submittals:** (Not Scored)
  
- 2. **Current Workload:** (4 – 20 points).  
Below Average.....4 Points  
Average.....8 Points  
Above Average.....12 Points  
Well Above Average.....16 Points  
Outstanding.....20 Points
  
- 3. **Qualification Experience:** (8 – 40 points)  
Below Average.....8 Points  
Average.....16 Points  
Above Average.....24Points  
Well Above Average.....32 Points  
Outstanding.....40 Points
  
- 4. **Project Approach:** (4 – 20 points)  
Below Average.....4 Points  
Average.....8 Points  
Above Average.....12 Points  
Well Above Average.....16 Points  
Outstanding.....20 Points
  
- 5. **Hourly Rate Fee Schedule:** (4 – 20 points)  
Below Average.....4 Points  
Average.....8 Points  
Above Average.....12 Points  
Well Above Average.....16 Points  
Outstanding.....20 Points
  
- 6. **Licensing Requirements:** (Not Scored)

The successful firm(s) will be paid no more frequently than on a monthly basis, upon receipt of a valid invoice or statement.

**CONFIDENTIAL MATERIALS:** Any materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials.

The attached draft agreement is representative of the agreement the successful Proposer shall be required to execute. To meet the needs of the City, this agreement may be revised during the negotiations with the top-ranked firm.

Consistent with the City of Palm Coast Ordinance 2007-17, the City may give a preference to local businesses in awarding contracts. In evaluating requests for bids or proposals, local businesses shall be assigned 5% of the total points available. A business located within the City limits shall receive the bid preference set forth in the Ordinance, however, if no bidder is located within the City limits, the bid preference may be given to a business located within Flagler County.

### **SELECTION PROCESS:**

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary presentations. Therefore, the City shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing & Contract Management Division to schedule the top ranked firm(s) for presentations/interviews.

#### **Formal Oral Presentations/Interviews (If Required)**

The City may chose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will open to the public. If oral presentations or interviews are held, the following guidelines will be used:

The City's Purchasing & Contracts Management Division shall establish the schedule and Proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. 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.

Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

#### **Recommendation and Approval of Ranking**

The City shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference and submit this ranking as its final recommendation to the City Manager. In the event that the proposals exceed \$25,000, the City Manager shall make a recommendation to the City Council. The City Council's decision will be final.

### **NEGOTIATION AND FEE SCHEDULE:**

A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each contract and will be part of each contract. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful Proposer(s). The Fee Schedule will designate the hourly rate/unit rates for each staff member with their name and/or position title specified. The fee schedule may not be deviated from without the prior consent of the City Manager.

**The attached Draft Contract is representative of the Contract the successful Respondent shall be required to execute. To meet the needs of the City, this Contract may be revised during the negotiations with the top-ranked firm.**

**Section 5 -  
Qualification**

PROJECT NO. **RFP-CM-CO-11-01**

PROJECT NAME: **Real Estate Acquisition Services**

Name of Proposer: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_\_) \_\_\_\_\_

Pursuant to and in compliance with the Request for Qualifications, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ **(which must be turned in with the RFP)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Proposal is accepted, that he/she shall execute an agreement with the City in the form set forth in the Contract Documents; that he/she shall furnish insurance certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of PROPOSER)

\_\_\_\_\_  
(Signature of person signing FORM)

\_\_\_\_\_  
(Printed name of person signing FORM)

\_\_\_\_\_  
(Title of person signing FORM)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**



**Attachment A  
Proposer's Certification**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices, rates or discounts quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Flagler County Sheriff's Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor 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 Government or of any other Proposer interested in said Proposals; 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 \_\_\_\_\_

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

Signature \_\_\_\_\_

\_\_\_\_\_  
Name & Title, Typed or Printed

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

\_\_\_\_\_  
City, State, Zip Code

( ) \_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me

This \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

Notary Public, State of \_\_\_\_\_

Personally Known

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment B**  
**Conflict of Interest Statement**

**STATE OF FLORIDA** )

) ss

**City OF** \_\_\_\_\_ )

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

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as **RFP-CM-CO-11-01 Real Estate Acquisition Services**

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 submittal 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.

6. Neither the entity nor its affiliates, nor any one 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 any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

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.

Continued on next page.

**Attachment B  
Conflict of Interest Statement (Cnt'd)**

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.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Typed/Printed Name of Affiant

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_ (type of identification).

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment C**  
**Compliance with the Public Records Law**

Upon award recommendation or ten (10) days after receiving, submittals 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 solicitation, 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 submission of a Qualification authorizes release of your firm's credit data to City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package 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 envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

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

Project Number: **RFP-CM-CO-11-01 Real Estate Acquisition Services**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment D**  
**Drug-Free Work Place Form**

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee shall propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment E**  
**Americans with Disabilities Act Affidavit**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

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.

CONTRACTOR: \_\_\_\_\_

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

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

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

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

Affix Corporate Seal

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

) ss

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ (\_\_\_\_\_ firm), on behalf of the firm. He/She is personally known to me or has produced \_\_\_\_\_ identification.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

# Attachment F City of Palm Coast Vendor Registration Form

\*If already on file with the City, please state so.

**Reason for submitting Vendor Registration Form (select one):**  New Vendor for the City  Add to the City's bidder list to receive solicitation notices  Address Change  Company Name Change  FEIN# Change

**Brief description of goods or services you are providing:**

City Department Contact

Company

Address

Address

City  State:  Zip Code:

Contact

Phone #  ( )  Fax #:

E-mail  Internet:

FEID/SSN:	<input style="width: 95%; height: 20px;" type="text"/>	Check Appropriate Box:	Individual Sole/ Proprietor	Corporation	Partnership	Other
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Primary Commodity Code

Secondary Commodity Codes

**INSTRUCTIONS**

Print or type Company name and mailing address to which bids may be sent. List contact person and telephone number(s) and who can give information including price quotes. List mail address for queries and internet, URL, if available. List the Company's (FEIN) Federal Identification Number (the number the Company reports its taxes under) or the owner's Social Security Number if the Company is a sole Proprietorship or Partnership. This is **required** for Internal Revenue Service reports.

**COMMODITY CODE**

Refer to Commodity Code list to determine which commodity code most closely identifies the product or service your company provide and list in Primary Commodity Code block. If there are other products or services that your company provides, list up to five (5) additional codes. The Commodity Code list contains the majority of all commodities or services that the City solicits bids or proposals for on a regular basis. If the product or service you provide is not listed here, the City probably does not solicit bids for it on a regular basis. However, if your commodity or service is not listed, submit a separate list clearly identifying your commodity or services, and the City **may** include it in the future.

Do not list commodities or services that you cannot provide a responsive bid for if solicited. Failure to respond to Invitations (submission of a bid or proposal or a NO-BID statement) indicates a lack of interest and after three times may lead to removal from the bidders list. It is important that you promptly notify us if there is a change of address. Many commodities and services are only solicited occasionally or at lengthy intervals, three (3) to eight (8) years. Since bids are only solicited when there is a requirement, inclusion in the City of Palm Coast bidders list does not guarantee that the bidder will receive a bid for their products or services. Please also visit our website at [www.ci.palm-coast.fl.us](http://www.ci.palm-coast.fl.us) and/or call fax a request to 386-986-3724.

**STATE OF FLORIDA BUSINESS REGISTRATION**

All vendors doing business with the City should be registered with the State of Florida. If the company is an out of state company, it should have a foreign registration with the State of Florida to do business in Florida. Companies can register online at [www.sunbiz.org](http://www.sunbiz.org) for a nominal fee.

Continued on next page.

**IRS CERTIFICATION**

Under Penalties of perjury, I certify that:

- 1. The number shown of this form is my correct taxpayer identification number(or I am waiting for one to be issued to me, and
- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide you correct TIN.

Sign Here	Signature of U.S. Person ►	Date ►
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**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**



## COMMODITY CODES

8721	Accounting & Auditing Services	99837	Electrical Supplies
91501	Advertising Agencies	91438	Electrical Contractors
91807	Advertising Specialties & Novelties	91840	Employee Benefit Program Providers
99803	Aircraft Engines & Parts	96130	Employment Agencies
03520	Airlines & Air Carriers, nec	93831	Engineering Services, Licenses, Professional, nec
57005	Aluminum Sign Blanks & Accessories	96631	Envelope Converters
90607	Architectural Services, Licenses, Professional	92535	Environmental Engineering & Studies Services
96207	Art & Graphic Design Services	97535	Equipment Rental Services
91813	Asbestos Removal Contractors – Certified	98814	Erosion Control Materials
75510	Asphalt Paving Products	91244	Excavation Contractors, includes Tractor & Site Work
96209	Auctioneering Services – Florida Registered	95838	Farm & Garden Equipment & Supplies
88011	Audio-Visual Equipment, Supplies & Service	77015	Fasteners: Bolts, Nuts, Rivets, Washers, etc.
95714	Automobiles & Light Trucks	98815	Fencing Suppliers, & Installers
07006	Auto, Truck, & Motorcycle Rental & Leasing	99840	Fertilizers & Other Agricultural Chemicals
92917	Automotive Shop Equipment	91849	Financial Consultants
97515	Automotive Shop Equipment	94648	Financial Services, Third Party Lease/Purchase
94625	Banks & Depository Institutions	93633	Fire Trucks & Apparatus
99817	Boats, Marine & Diving Equipment & Supplies	93632	Fire Protection Equipment & Supplies
97521	Boats, Used & Salvage	36020	Floor Coverings, all types
71510	Books, Periodicals, & Newspapers	99844	Food & Grocery Products
21015	Brick & Structural Clay Products	96136	Food Service Equipment & Supplies
90922	Building Construction > \$200,000 – Bonding Required	91852	Food Service Providers
90923	Building Construction < \$200,000 – Bonding Materials	57838	Forestry Services & Supplies, includes Land Mgmt.
90900	Building Construction Services		
97108	Building Materials: Brick, Stone, & Related Materials	40509	Fuel Supplier: Gasoline, Diesel, Aviation
91819	Building Materials: Lumber, Plywood, etc.	55736	Fueling Systems, Pumps, Tanks, Equipment & Service
15513	Building Maintenance Services, nec	99846	Furniture: Office
91821	Business Consulting	28539	Generators & Motors (not automotive)
91427	Carpentry Services	91447	Glass & Glazing Services
91009	Carpet & Upholstery Cleaning Services	68052	guns, Ammunition & Related Supplies
481302	Cellular Service Providers, not equipment	99850	Hardware, all types
33533	Chemicals, nec	92645	hazardous Wastes Services
50525	Chlorine, & Related Chemicals	99852	Heating, Ventilation, & Air Conditioning Contractor
99826	Clothing and Apparel, nec	99852	Heating & Air Conditioning Contractor
80540	Coastal Engineering Services	90646	Highway & Street Construction
93442	Commercial Laundry Equipment & Supplies	91551	Information Systems Consultants (no equipment sales)
05264	Commercial Photography Services	95861	Insurance Carriers, Brokers, Agents, Services, all types
70070	Commercial Printing, all types	96248	Interior Design Services
96207	Commercial Art & Graphic Design	47520	Janitorial Chemicals & Supplies
20827	Communications Services, nec	91039	Janitorial Services
91522	Communications Consultants (Radio, Telephone, etc.)	93846	Laboratory Apparatus & Furniture
55919	Communications Equipment & Accessories (not telephone)	98852	Landscape Services, includes Mowing
74017	Compressors, Equipment & Services, (except HVAC)	90656	Landscape Architects
95823	Computer Facilities Management	93442	Laundry Services & Dry Cleaning
91828	Computer Maintenance & Repair, Mainframe	99859	Laundry Equipment & Suppliers, all types
99829	Computer Maintenance & Repair, Micro	96149	Legal Counsel
91830	Computers, Peripherals, & Software, Mainframe	99860	Library Equipment & Supplies
91829	Computers, Peripherals, & Software, Micro	42056	Library Furniture
91430	Concrete Masonry Work, including Sidewalks	42048	Library Shelving
91455	Concrete, Portlands & Masonry	3274	Lime
92930	Concrete, Ready-mix, Block & Brick	91048	Locksmiths & related Products & Services
75030	Concrete Precast Products	95856	Managed Health Care Providers
65834	Concrete Pipe	91875	Management Consulting Services, nec
97524	Construction Equipment	5052	Marine & Underwear Construction
95220	Correctional Institution Equipment & Supplies	42068	Mattresses, Pillows, & Bed Linens
96224	Courier Services, all types	45059	Measuring & Controlling Devices, nec
96124	Court Reporting Services	92567	Mechanical Engineering Services, nec
6371	Deferred Compensation Providers	92939	Medical & Emergency Equipment & Supplies
94828	Dentist Offices	99857	Medical Laboratories
99052	Detective & Investigative Services	95262	Mental Health Service Providers

91558	Direct Mail Services	90921	Metal Building, all types
5714	Draperies, Blinds, Window Coverings, & Upholstery	3441	Metal-Fabricated, all types
5912	Drug Stores & Pharmacies	3399	Metals-Primary Suppliers (iron, steel, alum., etc)
9611	Economic Consultant	92966	Refuse Collection Svcs., includes recycling collection
96155	Mined or Quarried Materials, all types	14560	Roofing Contractors
99999	Mold Remediation & Drying	77072	Roofing, Siding & Insulation Materials
327208	Monuments & Grave Markers	75077	Sand, Gravel, Rock related products
94664	Mortgage bankers	99889	School Equipment & Supplies
07012	Motorcycles & Parts & Supplies	72554	Security Systems & Services
5112	Office Supplies (not equipment or furniture)	57054	Sheet Metal Work, all types
93959	Office Equipment (not computers or furniture)	90086	Shoes, all types
99874	Oil, Grease & Related Petroleum Products	80150	Signs, all types
64043	Packaging Materials, nec	79050	Sod, Hay, Seeds, Shrubs & Trees, etc.
91461	Painting Contractors (not auto)	99891	Sporting, Athletic, Playground & Recreation Goods
96755	Paints, Varnishes, & Supplies (all types)	65062	Sports Lighting Equipment & Fixtures
70069	Paper Mills & Distributors	99080	Surveying Services
4119	Paratransit Services	91576	Telephone Service Providers, Local & Long Distance
94050	Passenger Transportation Services, all types	72555	Telephone Equipment, Accessories, includes cellular
91885	Personnel & Human Resource Consultants	90783	Testing Services, Engineering (not medical)
91059	Pest Control Services	99882	Tires & Tubes, Sales & Service
99876	Photo Equipment, Film & Supplies	99893	Tires, Sale of Surplus
65804	Pipe: Metal, all types	95387	Title Abstract Services
65858	Pipe: Polyethylene & PVC	95954	Towing Services, Car & Truck
92672	Planning & Zoning Consultants (land use, impact fees,	55089	Traffic Signals, Supplies & Services
98154	Plumbing Supplies	92593	Traffic Engineering Services
91468	Plumbing Contractors	12090	Trailers, all types
57895	Potable Water Services	95290	Training & Development Consultants
99881	Printing Trades Equipment & Supplies	99820	Transit Vehicles: Bus, Coach, Paratransit
8743	Public Relations Services	96178	Travel Agencies
91573	Public Safety Equipment & Supplies	96239	Trucking & Hauling Services (materials, not people)
72056	Pumps & Pumping Equipment	07048	Trucks: Bucket
95883	Real Estate Agencies	07048	Trucks: Catch Basin & Vacuum
91889	Real Estate Appraiser Services	07051	Trucks: Medium & Heavy Duty
57096	Recycled Metal Products	20085	Uniforms, all types
0120	Recycled Paper Products	98587	Voting Machines, Equipment & Maintenance
64066	Recycled Plastic Products	98184	Water, Sewer & Utility Equipment & Supplies
92677	Recycled Products, nec	96896	Water, Sewer, & Utility Construction & Supplies
92677	Recycling Centers & Processors	54596	Water Well Drilling & Supplies
57864	Recycling Equipment & Supplies	96897	Wrecking & Demolition Work
74059	Refrigeration Equipment & Supplies		

**Attachment G**  
**Summary of Litigation and License Sanctions**

\*If not applicable, please state so.

**Litigation:** Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder 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.

**License Sanctions:** List any regulatory or license agency sanctions within the past five (5) years.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**Attachment H**  
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –**  
**Lower Tier Covered Transactions**

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 prospective lower tier participant 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 and Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

-----  
Organization Name

-----  
**RFP-CM-CO-11-01 Real Estate Acquisition Serv.**

\_\_\_\_\_  
Names and Titles of Authorized Representative(s)

-----  
Signature(s)

-----  
Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

## **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 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 titles “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 perspective participant in a lower tier covered transaction that it is not 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required 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 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.

**Attachment I**  
**Certificate Of Corporation**

\*Dates Not Required Until Award of Contract.

**Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.**

**STATE OF FLORIDA**

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

**FEI NUMBER** \_\_\_\_\_

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_, was held on \_\_\_\_\_, 20\_\_\_\_. The following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_ as President of the corporation is hereby authorized to execute the Contract dated \_\_\_\_\_, 20\_\_\_\_, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
Corporate Secretary (printed)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

CITY OF PALM COAST  
SERVICES CONTRACT WITH \_\_\_\_\_  
FOR REAL ESTATE ACQUISITION SERVICES  
(RFP-CM-CO-11-01)

THIS CONTRACT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the:

**City of Palm Coast, Florida  
160 Cypress Point Parkway, Suite B-106  
Palm Coast, Florida 32164**

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

The CITY and the Contractor are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the Contractor for the work identified in the RFP and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the Contractor is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the Contractor hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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## SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – **Real Estate Acquisition Services**

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on it's approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

## SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

## SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.

(b) This Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

- Exhibit A - Description of Services
- Exhibit B - Certificate of Liability Insurance
- Exhibit C - Draft City Work Order Form
- Exhibit D - ADA Form
- Exhibit E - Price Schedule
- Exhibit F - Business Tax Receipt – (City of Palm Coast)
- Exhibit G - Vendor Registration

## SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

## SECTION 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) 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 constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

## **SECTION 6: GENERAL PROVISIONS.**

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

(b) This Contract is for the real estate Acquisition services and related servies needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

(e) The CONTRACTOR agrees to provide and ensure coordination between goods / services providers.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Contract to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract and each Work Order.

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

## **SECTION 7: CODES AND DESIGN STANDARDS.**

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

#### **SECTION 8: SUBCONTRACTORS.**

(a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.

(c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

#### **SECTION 9: ASSIGNABILITY.**

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

#### **SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.**

(a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONTRACTOR employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR'S control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR 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.

#### **SECTION 11: LENGTH OF CONTRACT.**

(a) The term of this Contract is three (3) year commencing on the date of full execution of this Contract by the parties.

(b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.

(c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.

(d) Subsequent to the conclusion of the initial three (3) year term, this Contract may be renewed annually, at the City's discretion and with City Council approval, for a maximum of two (2) additional years. Should the

CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

## **SECTION 12: DESCRIPTION OF SERVICES.**

(a) The CONTRACTOR agrees to provide for **real estate acquisition services**. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

## **SECTION 13: CONTRACTOR RESPONSIBILITIES.**

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, 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 the CONTRACTOR under this Contract. The CONTRACTOR 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.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR'S negligent or improper performance or failure to perform any of the services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.



## SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- (a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.
- (b) The CITY shall furnish a City Designated Representative to administer, review, and coordinate the provision of services under each Work Order.
- (c) The CITY shall make CITY personnel available where, in the CITY'S opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.
- (d) The CITY shall furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.
- (e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.
- (f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.
- (g) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Contract.
- (h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.
- (i) The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.
- (j) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.
- (k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- (l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.

(m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

#### **SECTION 15: WAIVER.**

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

#### **SECTION 16: FORCE MAJEURE.**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

#### **SECTION 17: STANDARDS OF CONDUCT.**

(a) The Contractor warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the Contractor, to solicit or secure this Contract and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR 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 Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall not intentionally award publicly-funded contracts to any CONTRACTOR 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)]. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Contract by the CITY.

(f) The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The CONTRACTOR 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.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

(m) The CONTRACTOR shall not publish any documents or release information regarding this Contract to the media without prior approval of the CITY.

(n) The CONTRACTOR shall ensure that all services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(o) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

**SECTION 18: NOTICES.**

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered 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.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1) For the City:

City Manager  
City of Palm Coast  
160 Cypress Point Parkway, Suite B-106  
Palm Coast, Florida 32164



(2) For the Contractor:

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(c) Written notice requirements of this Contract shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Contract.

**SECTION 19: DESIGNATED REPRESENTATIVES.**

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his designated representative shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY knows of a defect or change necessary in the project; and

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager  
City of Palm Coast  
160 Cypress Point Parkway, Suite B-106  
Palm Coast, Florida 32164  
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

**SECTION 20: WORK ORDERS.**

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a

completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but in no event shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

## **SECTION 21: CHANGE ORDERS.**

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

## **SECTION 22: COMPENSATION.**

- (a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.
- (b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.
- (c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.
- (d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.
- (e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

## **SECTION 23: INVOICE PROCESS.**

- (a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Contract.
- (b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.
- (c) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen days of receipt by the CITY with an explanation of the deficiencies.
- (d) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.
- (e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.
- (f) The Florida Prompt Payment Act shall apply when applicable.
- (g) Invoices are to be forwarded directly to:

Finance Director  
City Hall  
City of Palm Coast  
160 Cypress Point Parkway, Suite B-106  
Palm Coast, Florida 32164

#### **SECTION 24: TERMINATION OF CONTRACT.**

(a) The CITY may terminate this Contract or any Work Order for convenience at any time for one or more of the reasons as follows:

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR 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 the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

(b) In the event of any of the causes described in this Section, the City's Designated Representative may send a certified letter requesting that the CONTRACTOR show cause why the Contract or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

#### **SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.**

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

(b) In the event of either of the causes described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONTRACTOR within fourteen calendar days of the receipt of said show

cause notice, the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Contract.

## **SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.**

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

(b) In the event that this Contract is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Contract.

(c) This Contract will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

## **SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.**

In the event this Contract or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

## **SECTION 28: ACTION FOLLOWING TERMINATION.**

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

## **SECTION 29: SUSPENSION.**

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR'S services hereunder, the CITY shall so notify the CONTRACTOR in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR'S provision of services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

## **SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator



selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

### **SECTION 31: SEVERABILITY.**

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Contract shall be read and applied in Pari Materia with all other provisions hereof.

(c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

### **SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.**

(a) This Contract is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

### **SECTION 33: INDEMNITY.**

(a) CONTRACTOR shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed by the CONTRACTOR in the performance of the Contract.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR 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 the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract, however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverage's.

### **SECTION 34: INSURANCE.**

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident  
\$500,000 Disease Each Employee  
\$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence  
\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, 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, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(e) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

### **SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.**

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract 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 their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, 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.

### **SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Contract.

(d) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records.



(h) The CONTRACTOR 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.

**SECTION 37: COUNTERPARTS.**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**SECTION 38: SUBMITTALS.**

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

- 1 Description of Services; Section 12.
- 2 Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
- 3 Certificates of Liability Insurance; Section 34, Paragraph (c)
- 4 American with Disabilities Act; Section 17, Paragraph (f)
- 5 Price Schedule
- 6 Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

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**SECTION 39: EXHIBITS.**

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

**ATTEST/WITNESS:**

\_\_\_\_\_  
**Company Name**

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

By: \_\_\_\_\_  
Authorized Corporate Officer

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

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

**ATTEST:**

**CITY OF PALM COAST**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Jim Landon, City Manager

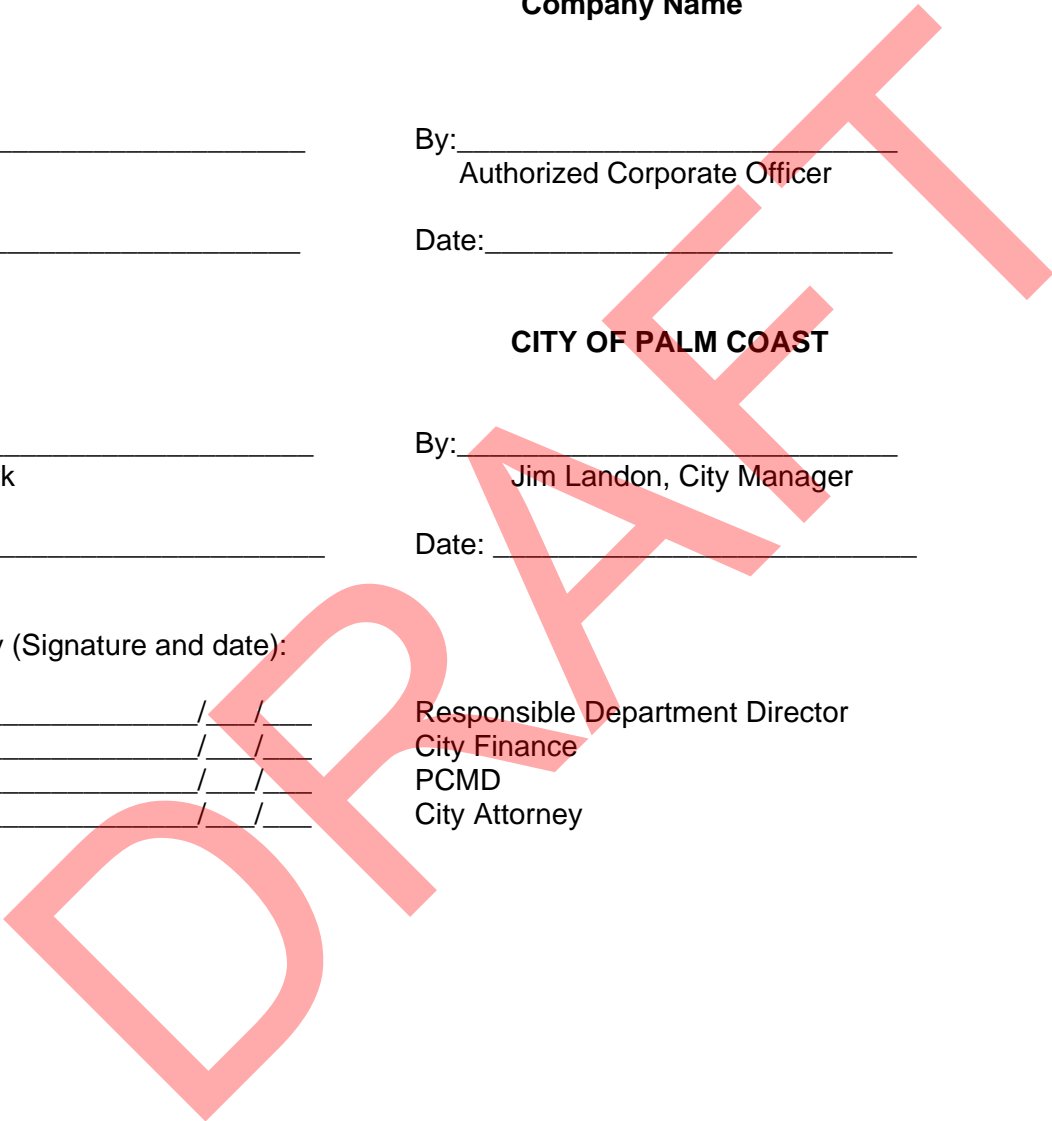
Date: \_\_\_\_\_

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

Approved by (Signature and date):

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Responsible Department Director  
City Finance  
PCMD  
City Attorney



**EXHIBIT A**  
**Description/Scope of Services**

Services will include, but not be limited to:

Property acquisition services on a continuing basis for the entire spectrum of services customarily provided to governmental agencies. The professional property acquisition consultant shall have experience in, but not limited to, complex property negotiations, purchase agreement preparation, settlement justification narrative preparation, suit package preparation, and eminent domain proceedings.

It is the intent of this Request for Proposals (RFP) to enter into a contract with one or more firms to provide Real Estate Acquisition services. The City reserves the right to award this RFP to more than one firm as deemed to be in the best interest of the City. The City also reserves the right to award this RFP by discipline or as a whole.

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**EXHIBIT B**  
**Certificate of Liability**

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**EXHIBIT C  
DRAFT  
WORK ORDER FORM**



**WORK ORDER-SERVICES# \_\_\_\_\_**

**Encumbrance PO Number: \_\_\_\_\_**

**City of Palm Coast (Buyer)**

**Resolution #: \_\_\_\_\_**

<b>Vendor Name:</b>	<b>Date:</b>
<b>Address:</b>	<b>Bid #:</b>
<b>City, State &amp; Zip:</b>	<b>Project:</b> <b>Council Approval Date:</b>

**Budgeted/Existing: \_\_\_\_\_ New: \_\_\_\_\_ Continuing Service: \_\_\_\_\_**

**Mail Invoices in duplicate to:**

**City of Palm Coast**

\_\_\_\_\_  
\_\_\_\_\_

**Total Cost: \$ \_\_\_\_\_**

**Palm Coast, Florida 321 \_\_\_\_\_**

**ATTACHMENTS TO THIS WORK ORDER:**

**METHOD OF COMPENSATION:**

- |  |  |
|--|--|
| <input type="checkbox"/> Description of Services       | <input type="checkbox"/> Fixed Fee Basis |
| <input type="checkbox"/> Drawings/Plans/Specifications | <input type="checkbox"/> Not To Exceed   |
| <input type="checkbox"/> Special Conditions            | <input type="checkbox"/> Unit Price      |
| <input type="checkbox"/> Rate Schedule                 |  |

**TIME FOR COMPLETION:** The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by \_\_\_\_\_. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

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

(THIS SECTION TO BE COMPLETED BY THE CITY)

**ATTEST:**

**Vendor**

\_\_\_\_\_  
, Attesting Officer

\_\_\_\_\_  
Officer with Corporate Signatory Authority

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

Department Head approved RAP on \_\_\_\_\_.

**CITY OF PALM COAST**

\_\_\_\_\_  
Authorized Signatory

# WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.
- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO 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.
- The Vendor shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, 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 CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.

- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the 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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**EXHIBIT E**  
**Price Schedule**

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**EXHIBIT F**  
**Business Tax Receipt (If Applicable)**

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**EXHIBIT G**  
**Vendor Registration Form**

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