



city of  
**PALM COAST**

**RFQ-PW-19-39**

**QUOTE MANUAL**

*Request for Quotes (RFQ) for Debris Disposal Services*

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# OVERVIEW

## Overview

CITY OF PALM COAST REQUEST FOR QUOTE (RFQ)	
TITLE DEBRIS DISPOSAL SERVICES	REFERENCE RFQ-PW-19-39
ISSUED February 13, 2019	DUE March 13, 2019 at 2 p.m.
PURCHASING COORDINATOR KELLY LITTLE-DOWNEY (386) 986-3731 <a href="mailto:Klittle-downey@palmcoastgov.com">Klittle-downey@palmcoastgov.com</a>	PROJECT MANAGER ANDY HYATT (386) 986-4716 <a href="mailto:AHyatt@palmcoastgov.com">AHyatt@palmcoastgov.com</a>
<b>BRIEF DESCRIPTION</b> This Request for Quote (RFQ) is issued for the purpose of establishing a one-year contract with a vendor(s) for Debris Disposal Services to lawfully dispose of debris from public property and public rights-of-way. The City of Palm Coast is soliciting quotes on behalf of the Public Works Department.	
<b>OTHER KEY DATES AND MEETINGS</b> Question Deadline: <b>March 7, 2019</b> at 2 p.m. Quote Deadline: <b>March 13, 2019</b> at 2 p.m.  <i>The above outlines the deadlines applicable to this RFQ. City reserves the right to modify or change the scheduled deadlines at its sole discretion and will provide notice to the Bidders of any such change(s).</i>	
<b>DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION</b> Quote solicitation documents are available through the City's Procurement Portal at ( <a href="https://palmcoastgov.bonfirehub.com/portal">https://palmcoastgov.bonfirehub.com/portal</a> ). Quote submittals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).	

# ABOUT PALM COAST

## About Palm Coast

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

The City of Palm Coast is one of Florida's newest cities; incorporated in 1999. Palm Coast is a full-service City government servicing approximately 85,000 residents and 36,000 households. It offers a comprehensive list of services including Utility, Public Works, Administrative Services and Economic Development, Finance, Information Technology, Parks & Recreation, Fire and Human Resources. Law Enforcement Services are provided by the Flagler County Sheriff's Office. Facilities owned and operated by the City of Palm Coast include City Hall, the Utility Office, three water treatment plants, two wastewater treatment plants, the Public Works yard, the Palm Coast Community Center, and five fire stations.

City Hall and the Utility Office are the two main facilities where citizens do business with the City. These facilities are open 8 a.m. to 5 p.m. weekdays. The Community Center is normally open daily from 8 a.m. to approximately 9 p.m., depending on the evening's programming. Palm Coast also provides its residents with a dozen City parks, a tennis center, a golf course, a swimming pool, and more than 125 miles of connecting multiuse pathways for walking, running and bicycling. Parks and other recreational amenities are open seven days a week, usually from morning to night.

# GOODS/SERVICES GENERAL REQUIREMENTS

## Goods/Services General Requirements

### INTRODUCTION – OVERVIEW AND OBJECTIVES

This Request for Quote is issued for the purpose of establishing a one-year contract with a vendor(s) for Debris Disposal Services to lawfully dispose of debris from public property and public rights-of-way. The City of Palm Coast is soliciting quotes on behalf of the Public Works Department.

The Public Works department consists of various crews including, but not limited to: the landscaping crew, with mowing, parks and medians, the pipe crew, and the swales crew. Each crew dumps debris year-round.

### SCOPE

The successful bidder must handle debris disposal activities in accordance with applicable regulations of the Florida Department of Environmental Protection (FDEP). The successful bidder must be permitted through the FDEP in accordance with Florida Administrative Code rule 62-701.730(2). Proof of permit is required in order to submit a quote. If applicable, the successful bidder must also have a valid air operation permit, issued by the FDEP's Division of Air Resource Management. If the permit and/or compliance becomes invalid at any time during the awarded contract, the successful bidder must notify the City within 10 days of occurrence.

Debris will be hauled by the City and dumped at the approved bidder's facility based on weight, specifically by ton or any percentage thereof or by cubic yard. If applicable the successful bidder must have weighing scales that will be used to weigh each load. Each load will have an accompanying scale ticket. Note: All invoicing will require signed scale tickets. Debris will be disposed of in (5) five categories. Vendors are to quote their prices based on weight (tonnage) per category or by cubic yard. Note, pricing should be calculated based on percentage of ton for partial loads if by weight. Bidders are to include price per pound for partial loads if by weight. The categories include:

- 1. Vegetative Waste** – includes lawn/landscape maintenance and land clearing activities; grass clippings, plants, brush and limb debris, tree and shrub trimming, palm fronds, logs and stumps.
- 2. Construction & Demolition (C&D) Debris** – means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; effective January 1, 1997, except as provided in Section 403.707(13)(j), F.S., unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

# GOODS/SERVICES GENERAL REQUIREMENTS

3. **Clean Concrete** - aggregate concrete free of any additional materials or debris.
4. **Pressure Treated Wood** – wood that has been treated with a chemical with the purpose of inhibiting wood deterioration from a variety of organisms. The term pressure treated wood refers to the process in which the chemical is added to the wood (added under pressure to deeply penetrate the wood). A number of different wood treatment chemicals are used, including oil-borne preservatives, such as creosote and pentachlorophenol, and water-born preservatives.
5. **Miscellaneous Non-Hazardous Debris** – all other debris not classified as vegetative waste, C&D debris, or pressure treated wood. May include dirty concrete, road debris etc.

## **AWARD**

The City may select more than one successful bidder for Debris Disposal Services. Utilization of any disposal facility will be based on 1) the distance that the disposal facility is from the City's project site and 2) the cost of disposal. The City cannot guarantee that any of the disposal facilities that it enters into a contract with will be utilized.

**To hold down transportation costs, quotes will only be accepted from companies who have a disposal facility in Flagler County.**

# QUOTE PROCESS

## Quote Process

**PURCHASING PROCEDURES:** The Central Services Division Procedures apply in its entirety with respect to this Request for Quotes. These procedures can be found at: <http://www.palmcoastgov.com/government/purchasing>

**INQUIRIES/INTERPRETATIONS:** All Bidders shall carefully examine the Request for Quotes (RFQ) documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Central Services Division prior to the due date in writing through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>); failure to do so, will constitute an acceptance by the Bidder of any subsequent award decision. Any questions concerning the intent, meaning and interpretations of the RFQ documents, including the attached draft agreement, or suggestions for addenda to the RFQ documents, shall be posed through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) at least seven (7) calendar days prior to the quote due date. Bidder should not rely on any oral statement or instructions made by any employee(s) of the City with regard to this RFQ. Any oral statements or instructions given before the quote submittal due date will not be binding on the City.

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

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

**PREPARATION COSTS:** The City shall not be liable for any expenses incurred in connection with preparation of a quote. Bidders should prepare their quotes simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this RFQ.

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

**CONTRACT/TERMS AND CONDITIONS:** The length of the contract term will be one (1) year and allows for two (2) annual renewals. A draft contract template is attached to this RFQ. Bidders should review the draft contract template prior to submitting a quote. If Bidder wants to negotiate modifications or additional terms and conditions to the contract, then Bidder shall raise these requested modifications or additional terms and conditions by inquiry in writing through the City's Procurement Portal Web Page. Unless expressly accepted by the City and issued by addendum, or unless the City requires modifications, only the terms and conditions in this RFQ document shall apply. No additional terms and conditions included with the Bidder's submittal shall be considered. Any and all such additional terms and conditions, are inapplicable to this RFQ, whether submitted

# QUOTE PROCESS

purposefully, or inadvertently, or appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in these RFQ documents and subsequent addenda are the only conditions applicable to the Bidder's submittal, and the Bidder's signature on the Response Form attests to this statement. Exceptions to the terms and conditions will not be accepted.

**SUBMISSIONS:** Refer to Instructions to Bidders Instructions for instructions on preparation of the quote submission.

**TIME TO RESPOND:** Quotes shall be submitted electronically through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) for receipt by the specified time and date. **No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered).** Any emailed, mailed, or hand delivered submittals will be returned to the sender and not be considered. It is strongly recommended that Bidders begin the uploading process at least ONE (1) day before Quote Deadline set forth in the Overview for sufficient time to complete the process. No submissions through the City's Procurement Portal Web Page will be allowed or considered after the specified time and date. For general assistance, please contact Central Services Division staff at least one business day in advance of the proposal due date. For technical questions related to the submission portal, please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit their help forum at <https://bonfirehub.zendesk.com/hc>.

**ADDITIONAL INFORMATION/FOLLOW-UP:** No additional information may be submitted, or follow-up made, by any Bidder after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City.

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

**QUOTE WITHDRAWAL:** Bidders may withdraw their quote submittals through the City's Procurement Portal prior to the time and date set for the quote submission deadline. Quote submittals, once opened, become the property of the City and will not be returned to the Bidders. Bidders may not assign or otherwise transfer their quote proposals prior to or after the quote opening time.

**INCOMPLETE QUOTE/MISTAKES IN QUOTE:** Failure to sign and return any or all issued addenda, failure to return a signed and completed pricing schedule and/or failure to sign and return a completed FORM 4 Compliance Certification **shall be absolute disqualification of the quote as nonresponsive.** Other than the pricing schedule, issued addenda, and FORM 4, the City reserves the right, at City's discretion, to reject the quote, or to request all required forms/attachments that may have not been submitted, or that may be otherwise incomplete or noncompliant in the City's opinion. Upon request by the City, the Bidder shall have twenty-four (24) hours to supply this information to the City for the quote to be considered valid. Bidders 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 Bidder's risk. In the event of extension or addition error(s), the unit price and extension will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts take precedence over numerical amounts. Quote submittals having erasures or corrections must be initialed in ink by the Bidder.

**PUBLIC OPENING:** The quote submittals shall be opened publically and the names of the Bidders shall be read aloud at that time, along with the total price. Persons with disabilities needing assistance to participate in the public opening should contact the City Human Resource Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.



# QUOTE PROCESS

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

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

**SELECTION PROCESS AND AWARD:** The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and Award Criteria herein. The City reserves the right to accept any quote or combination of quote alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bidder understands that submission of its quote constitutes Bidder's acceptance of the terms and conditions of this RFQ, including the contract template attached. However, Bidder also understands that its quote does not constitute an agreement or a contract with the City. The City reserves the right to reject all quotes, to waive any formalities, to solicit and re-advertise for new quotes or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

# QUOTE PROCESS

- a) AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:
1. The ability, capacity and skill of the Bidder.
  2. Whether the Bidder can perform/deliver promptly, or within the time specified, without delay or interference.
  3. The character, integrity, reputation, judgment and efficiency of the Bidder.
  4. The quality of performance of previous contracts or services to the City of Palm Coast or any other agency or client.
  5. The previous and existing compliance by the Bidder with Central Services Division procedures, the life safety requirements of the City and other laws, ordinances and regulations.
  6. The sufficiency of the financial resources and ability of the Bidder to perform/deliver.
  7. The quantity, availability and adaptability of the Bidder to perform the Agreement or service to the particular needs of the City.
  8. The ability of the Bidder to retain employees for the purpose of this RFQ.
  9. The experience of the Bidder performing in a similar manner as required by this Agreement. Bidder must have a minimum of three (3) consistent satisfactory years and the Bidder's Owner, Officer, or Share Holder must have the necessary required experience to submit a quote.
  10. The type, structure and experience of the local or branch management proposed.
  11. Quality Control Program.
  12. Contract disputes, Claims and Litigation filed by or against Bidder in the past five years that are related to the services Bidder provides in the regular course of business.
  13. Reprimand of any nature or suspension by the Department of Professional Regulation or any other regulatory agency or professional association within the last five years.
  14. Bidder's response to City's request to submit required form within twenty-four (24) hours from the City's request.
- b) LOCAL BUSINESS PREFERENCE IN SELECTION AND AWARD: The City has a Local Business Preference Policy, see Section 2-30 of the City of Palm Coast Code of Ordinance, designed to aid Local Vendors. The Policy allows Local Vendors (defined below) to be awarded a solicitation if their cost to the City is within 3% - 5% (depending on amount) up to total of \$20,000 (see calculation below). The City's Local Business Preference is not applicable to any Invitations to Quote where funding will be in whole or part from any federal or state agency; or a local agency with differing or no local preference.
1. Local Vendor – For purposes of application of the Local Business Preference, a Local Vendor is a businesses that has its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to this RFQ. If the local business preference does not result in the Palm Coast business being awarded the RFQ, then the local business preference shall be given to businesses have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the RFQ. Post office boxes do not qualify as a verifiable business address.
  2. Calculation of Amount of Preference - Five percent (5%) of the total quoted price up to \$200,000.00 as referenced on the price schedule. Three percent (3%) of the total quoted price above \$200,000.00 as referenced on the price schedule. Total local business preference shall be limited to \$20,000.00 for each project.

# QUOTE PROCESS

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

**PROTEST:** Protests hereunder shall be in accordance with City Code of Ordinances 2017-8 Chapter 2, Article 1, Division 3, Section 2-29 Quote Protest Procedures and as follows.

- Step 1. A Bidder protesting matters involving the selection of the contract award must submit its protest to the City's Administrative Services and Economic Development (ASED) Director within three (3) business days from the posting of the Notice of Intent to Award. Failure to protest to the ASED Director within the three (3) business day period shall constitute a waiver of protest proceedings. Any matters not stated will be waived.
- Step 2. Any decision of the ASED Director may be appealed to the City Manager by filing a written appeal setting forth the basis for the appeal to the City Manager within three (3) business days of the ASED Director's decision along with a quote protest appeal bond.
- Step 3. Any decision of the City Manager may be appealed to the City Council by filing a written appeal with the written basis for the appeal to the City Clerk within three (3) business days of the City Manager's decision.

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

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

**MULTIPLE SUBMISSIONS:** More than one quote 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 Bidder is involved in more than one quote submittal will be cause for rejection of all quote submittals in which such Bidder is believed to be involved. Any or all quote will be rejected if there is reason to believe that collusion exists between Bidders. Quotes in which the prices obviously are unbalanced will be subject to rejection.

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

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

# QUOTE PROCESS

**PATENTS AND COPYRIGHTS:** The Bidder shall indemnify and save harmless the City, its employees and any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of, or for infringement of, patent rights, copyrights, or other intellectual property rights. Further, if such a claim is made, or is pending, the Bidder 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 Bidder, and receive reimbursement. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the quote submittal prices include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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

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

**CITY LOGO:** Bidders are approved to use the City logo in their submission materials and presentations in response to this RFQ. No other use of the City Logo by Bidders is authorized.

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

# PRICE SCHEDULE

## Instructions to Bidders

### **QUOTE SUBMITTAL**

The Bidder must submit a quote that substantially complies with this RFQ document in all material aspects. All quote submittals must contain direct responses to the requested information which can be found on the Required Forms attached and as otherwise outlined in this RFQ. The response should be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below. Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Bidders are advised to carefully follow these Instructions to Bidders in order to be considered fully responsive to this RFQ. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of the quote. Quote prices must be submitted on the required forms. Bidders shall submit all required forms through the process outlined in the Preparing and Uploading Submission section below. By submitting a response, the Bidder warrants that its quote is correct.

### **INSURANCE**

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

### **CONFIDENTIAL MATERIALS**

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

### **WARRANTY AGAINST FRAUD AND COLLUSION**

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

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

### **REQUIRED FORMS**

The following forms are required to be submitted through the City’s Procurement Portal. The forms are available at the end of this Quote Manual.

- Price Schedule

- References

- Form 1 – Conflict of Interest Statement

- Form 2 – Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions (For Federal Projects)

- Form 3 – Certificate of Authorized Signatory

# PRICE SCHEDULE

Form 4 – Compliance Certification

## PREPARING AND UPLOADING SUBMISSION

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement
Required Forms (Price Schedule, References 1-4)	File Type: PDF (.pdf)	Multiple	Required

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

### 2. Upload your submission at: <https://palmcoastgov.bonfirehub.com/opportunities/XXXX>

#### Important Notes:

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

# PRICE SCHEDULE

## Price Schedule

### GENERAL BIDDER INFORMATION

\_\_\_\_\_  
Company Name of Bidder

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

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Phone Number

Pursuant to and in compliance with the Request for Quotes, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself 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 deliver materials/services in a workmanlike manner and in strict conformity with Request for Quotes requirements, including any addenda, and Contract Documents, for the amount hereinafter set forth. Prices shall include all applicable taxes.

### SIGNATURE BLOCK

IN WITNESS WHEREOF, Bidder has hereunto executed this

form this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
Signature

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

### PRICE SCHEDULE

Price in US Dollars: \$ \_\_\_\_\_

# PRICE SCHEDULE

Bidders are to provide pricing to be charged to the City for each Debris Type. Include pricing per pound for partial loads. All invoicing will require signed scale tickets.

PRICE SCHEDULE			
DEBRIS TYPE	PRICE per TON	PRICE per Pound ( <i>\$Ton/2,000</i> )	PRICE per Cubic Yard
Vegetative Waste	\$	\$	\$
Construction & Demolition (C&D)	\$	\$	\$
Clean Concrete	\$	\$	\$
Pressure Treated Wood	\$	\$	\$
Misc. Non-Hazardous Debris	\$	\$	\$
Tipping Fees (if any)	\$	\$	\$

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



# REFERENCES

## References

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

### REFERENCE 1

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

\_\_\_\_\_  
Contact Name and Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Duration of Contract or Business Relationship:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### REFERENCE 2

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

\_\_\_\_\_  
Contact Name and Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Duration of Contract or Business Relationship:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# REFERENCES

## REFERENCE 3

---

Company Name

---

Contact Name and Title

---

Phone Number

---

Email Address

Duration of Contract or Business Relationship:

---

---

---

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

# FORM 1- CONFLICT OF INTEREST STATEMENT

## FORM 1- Conflict of Interest Statement

STATE OF FLORIDA )

) ss

City of Palm Coast )

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

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

*(Continued on Next Page)*

# FORM 1 – CONFLICT OF INTEREST STATEMENT

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

<b>AFFIANT</b>	Sworn to and subscribed before me
_____	This _____ day of
Signature of Affiant	_____ 20____.
_____	_____
Typed or Printed Name of Affiant	Signature of Notary
_____	_____
Title	Printed, Typed, or Stamped Name of Notary
	Notary Public, State of _____
	My commission expires _____
	Personally Known _____
	-OR-
	Produced Identification _____
	Type: _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

# FORM 2 – DEBARMENT CERTIFICATION

## FORM 2 – Debarment Certification

### Certification Regarding Debarment, Suspension and Voluntary Exclusion-Lower Tier Covered Transactions [For Federal Projects]

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

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

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

_____
Name of Bidder
_____
Name and Titles of Authorized Representative(s)
_____
Signature(s)
_____
Printed Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

**RFQ-PW-19-39**

# FORM 2- DEBARMENT CERTIFICATION

## INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

# FORM 3- CERTIFICATION OF AUTHORIZED SIGNATORY

## FORM 3 – Certification of Authorized Signatory

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

\_\_\_\_\_  
Print/Type FEIN #

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

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

\*\*\*\*\*

### Section A: Sole Proprietorship

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

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

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

\*\*\*\*\*

### Section B: Partnership

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

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

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

\*\*\*\*\*

### Section C – Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_  
Legal business name

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

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

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

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Provide copy of Resolution**

**AFFIX Corporate Seal**

\_\_\_\_\_  
Corporate Secretary/Managing Member

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

# FORM 4 – COMPLIANCE CERTIFICATION FORM

## FORM 4 – Compliance Certification Form

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

- 1. Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Bidder, I hereby certify that Bidder is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, Bidder is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Bidder to civil penalties, attorney's fees, and/or costs. **Initials** \_\_\_\_\_
- 2. Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a quote under Fla. Stat. §287.133(2)(a). **Initials** \_\_\_\_\_
- 3. Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. **Initials** \_\_\_\_\_
- 4. Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. **Initials** \_\_\_\_\_



# FORM 4 – COMPLIANCE CERTIFICATION FORM

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, quotes become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a quote authorizes release of Bidder's credit data to City of Palm Coast. If the Bidder submits information exempt from public disclosure, Bidder must identify with specificity which pages/paragraphs of its quote 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 electronic file marked accordingly. By submitting a response to this solicitation, Bidder agrees to defend the City in the event City is forced to litigate the public records status of Bidder's documents. **Initials** \_\_\_\_\_
6. **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.**  
 **Applicable**  **Not Applicable.** **Initials** \_\_\_\_\_
7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box:**  **Applicable**  **Not Applicable** **Initials** \_\_\_\_\_
8. **Vendor Registration** - All bidders awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Vendors can register online at: <https://www.palmcoastgov.com/vendor-registration>. Please indicate if your company has registered as a vendor with the City of Palm Coast.  I have already registered as a vendor with the City.  I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. **Initials** \_\_\_\_\_
9. **Quote Submission Acknowledgement** - The Bidder has carefully examined the RFQ, including the Instructions to Bidders, Contract Template, addenda, and any other accompanying documents for this project. The Bidder has completely analyzed the information contained in this RFQ as guidance for the preparation its submittal. The Bidder's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Bidder's understanding of the proposed work and/or product requirements. The Bidder agrees and understands that, if awarded, all portions of the submitted quote shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the submitted quote and the RFQ, the RFQ shall prevail. **Initials** \_\_\_\_\_

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

# FORM 4 – COMPLIANCE CERTIFICATION FORM

## BIDDER

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Date

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Street Address /Suite #

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

\_\_\_\_\_  
Phone

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss  
COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me

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

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

\_\_\_\_\_  
Printed, Typed, or Stamped Name of Notary

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

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

Personally Known \_\_\_\_\_

-OR-

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

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

**AFFIX CORPORATE SEAL BELOW**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

# CONTRACT TEMPLATE

CONTRACT TEMPLATE

## MASTER PRICE AGREEMENT

**THIS MASTER PRICE AGREEMENT** ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), between \_\_\_\_\_ whose primary place of business is \_\_\_\_\_ ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

### WITNESSETH:

**WHEREAS**, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has requested and received bids/quotes for the goods and related services;

**WHEREAS**, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

**1. PURCHASE ORDERS.** During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**2. DELIVERY-** Time is of the essence in the performance of this Agreement. Supplier will arrange each delivery by a carrier chosen by Supplier, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Collect and Allowed. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

### **3. COMPENSATION.**

**A. Pricing.** Pricing for the Goods set forth in any Purchase Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

**B. Invoicing.** Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement. The original invoice shall be emailed to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com).

**C. Payment Terms.** Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

#### **4. TERM AND TERMINATION.**

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

#### **B. Termination.**

i. **Termination Without Cause.** CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. **Termination For Cause.** City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

#### **5. INDEMNIFICATION AND INSURANCE.**

#### **A. Indemnification/Soveign Immunity.**

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

**B. Insurance.** The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirementst, attached hereto and made a part hereof.

#### **6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.**

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

- B.** SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..
- C.** In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.
- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.
- 9. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 10. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.
- 11. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
- 12. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.
- 13. INDEPENDENT CONTRACTOR.** The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 14. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**FOR CITY:**  
The City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

**FOR SUPPLIER:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**16. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order, SUPPLIER must first secure CITY’S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

**17. UCC.** In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

**18. WARRANTY.** SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer’s warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer’s warranty must apply at a minimum, and must be honored by SUPPLIER.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**CITY OF PALM COAST**

By: \_\_\_\_\_  
Beau Falgout, Interim City Manager

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

Print: \_\_\_\_\_

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

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

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

- Exhibits:  
A: Product/Price List  
B: Insurance Requirements

DRAFT



**Exhibit A  
PRODUCT/PRICE LIST**

**(See attached)**

DRAFT

**Exhibit B**  
**INSURANCE REQUIREMENTS**

**1. GENERAL.**

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- 1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

**2. INSURANCE COMPANY REQUIREMENTS.**

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

**3. COVERAGE.**

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

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

**3.1.1. Workers' Compensation/Employer's Liability.**

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

**B. Employers Liability Coverage**

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

**3.1.2. Commercial General Liability.**

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

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

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

**3.1.3. Business Auto Policy.**

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

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

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

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