



city of
PALM COAST

RFQ-HR-19-52

QUOTE MANUAL

Request for Quotes (RFQ) for Temporary Labor Services

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OVERVIEW

Overview

CITY OF PALM COAST REQUEST FOR QUOTES (RFQ)	
TITLE TEMPORARY LABOR SERVICES	REFERENCE RFQ-HR-19-52
ISSUED May 8, 2019	DUE May 22, 2019 at 2 p.m.
PURCHASING COORDINATOR KELLY LITTLE-DOWNEY (386) 986-3731 Klittle-downey@palmcoastgov.com	PROJECT MANAGER WENDY CULLEN (386) 986-3720 WCullen@palmcoastgov.com
BRIEF DESCRIPTION This Request to Quote is issued for the purpose of obtaining quotes from qualified vendors for occasional temporary labor services, to include clerical, professional and para-professional positions for various City departments. The City reserves the right to award this contract to more than one vendor.	
OTHER KEY DATES AND MEETINGS Question Deadline: May 21, 2019 at 2 p.m. Quote Deadline: May 22, 2019 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>	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION Quote solicitation documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). 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

The City of Palm Coast is requesting quotes for occasional temporary labor services, to include clerical, professional and para-professional positions for various City departments.

There is no expressed or implied obligation for the City of Palm Coast to reimburse responding firms for any expenses incurred in preparing Quotes in response to this request.

SCOPE

- Contractor shall provide individuals at least 18 years of age or older and in compliance with the Immigration Reform and Control Act of 1986 to perform various types of work.
- Contractor shall insure that temporary employees meet or exceed certain job skills, aptitude and job performance standards approved by the Human Resources Department of the City of Palm Coast.
- The vendor shall unconditionally guarantee the performance of all temporary personnel for the first four hours of the assignment. If the employee is deemed unacceptable by the authorized agent of The City of Palm Coast, there will be no cost incurred by The City of Palm Coast and a replacement person will be sent. To ensure quality service, the vendor is required to comply with the following:
 - A. Verbal confirmation of the order within four hours of initial contact, including position, title and pay step.
 - B. Arrival check within the first hour of the scheduled time on a given day.

Many of the job tasks consist of routine, standardized operations following established procedures. The incumbent must be able to work independently while performing tasks; the employee will work closely with others under general supervision. Difficulty is limited to making common sense decisions concerning the safe and efficient operation of equipment. Variables encountered are many and concrete in nature with procedural decisions referred to a supervisor. Statistics are to be supplied that show the ability of the vendor to supply adequate numbers of personnel in relatively short time frames. All of the positions listed below may require laborers to work irregular hours.

The City reserves the right to hire any laborer into any position either related to or not related to the position in which the worker was placed by the vendor, regardless of the total number of hours they have worked, without penalty or additional payment to the vendor. This includes full-time, part-time or temporary positions, regardless of the total number of hours they have worked, without penalty or additional payment to the vendor. This shall in no way be construed to commit the City to hire laborers into either part-time, temporary, or full-time positions.

- Adding Position Types: The City will be able to add additional position types when a need is determined. The City and the vendor will mutually agree on a salary level, plus the Vendor's markup.

GOODS/SERVICES GENERAL REQUIREMENTS

- Overtime: **Overtime is to be controlled by the vendor to ensure that no such rate is incurred by the City of Palm Coast.** The only exception to this will be for employees assigned to a single work unit whose overtime was specifically authorized by the City prior to the end of the work shift.
- Contractor shall be compensated for the hours worked by its employees at the approved hourly rate. Charges must be invoiced on a per department basis and sent to the City's Finance Department at AP@palmcoastgov.com. Invoices must indicate the employee's name, hours worked, date of assignment, and department to which she/he is assigned.
- Contractor shall indemnify and hold harmless the City of Palm Coast for any and all willful, wanton, or negligent acts on the part of Company's employees while in the service of the City.
- Contractor shall be responsible for providing coverage for any unemployment compensation or workers' compensation claims filed.
- Drug and Alcohol Testing: It is the policy of the City of Palm Coast to comply with all applicable state and/or federal laws in the administration creating and sustaining a drug and alcohol free workplace. The City may request a drug and/or alcohol test of temporary personnel prior to their placement with the City of Palm Coast. Any temporary personnel refusing to test or testing positive will not be placed with the City of Palm Coast. Cost of the testing will be the responsibility of the Contractor.
- Driver's License Requirements: Temporary employees who are required to operate a vehicle or other motorized equipment as part of the essential functions of his/her job must submit proof of a valid Florida Driver's License and authorize the City of Palm Coast to perform a driver's license background check. The driving record must be acceptable to the City of Palm Coast. Cost of the driving record will be the responsibility of the Contractor.
- Background Screening Requirements: Temporary employees will be subject to a criminal background check to be performed by the City. The criminal background check must be acceptable to the City of Palm Coast. Other background screenings may be performed as appropriate (i.e., temporary workers in customer service or finance may be subject to a credit check).

OFFICE/CLERICAL POSITIONS

Performs a combination of clerical to lower level administrative tasks to support office or business operations, such as: Maintaining records; receiving, preparing or processing documents/forms; verifying data; searching for and compiling information and data; responding to routine requests with standard answers (by telephone, in person, or by correspondence). The work requires basic knowledge of proper office procedures. Workers at Level I & II follow clearly defined procedures or prescribed steps to process paperwork and other information; they may also perform tasks which require limited knowledge of the assigned work unit and its functions, and be required to function at a specified skill level (e.g. typing or operating a keyboard controlled data entry device to transcribe data into a form suitable for edit processing) to meet the needs of the department.

GOODS/SERVICES GENERAL REQUIREMENTS

At all levels, due to the temporary nature of the work performed, the work is controlled (e.g. through spot checks, complete review, or subsequent processing) for both quantity and quality. Supervisors or full-time employees proficient in performing the assigned work are usually available to assist and advise position subordinates on difficult problems and to approve or review any suggestions which significantly deviate from existing instructions or procedures.

These positions include workers whose responsibilities may be primarily based on the performance of a single clerical duty such as typist, data entry operator, office machine operator, or file clerk; and/or other workers such as entry-level administrative staff, general office clerks, receptionists, or public information clerks, where the above duties may vary in volume and complexity. In addition to the organizational assignment, the specific level and scope of duties, responsibilities and overall difficulty of work to be performed should be considered in designating the appropriate level. Other factors include but are not limited to the following:

Clerical Aide I – Follows a few clearly detailed procedures in performing simple repetitive tasks in the same sequence, such as filing documents alphabetically, numerically, or chronologically; opening mail; performing receptionist duties; operating standard office equipment; and performing light typing requiring no predefined skill level.

Clerical Aide II – Follows a number of specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as: coding and filing large volumes of documents in extensive filing systems; simple posting of financial or other data (manual or electronic); opening and distributing mail to the appropriate parties; providing general public information; performing simple mathematical or monetary computations; and performing skilled typing or data entry from detailed draft documents or in standard formats.

Clerical Aide III – Work requires familiarity with the assigned work unit or with the nature of work to be performed in the assigned work unit. The worker selects the appropriate method to perform assigned duties from a variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical or procedural steps often vary in type and sequence, depending on the task. Recognized problems are referred to others. Typical duties may include a combination of the following: maintaining time and material records, taking inventory of equipment and/or supplies, answering questions on departmental services and functions, operating a variety of office machines, posting to various books and tables, balancing a restricted group of accounts to controlling account data, and assisting in preparation of standard administrative document and reports, following a specific task or project on to completion, etc. May coordinate work distribution to lower level temporary staff. Good computer, customer service, and proofreading skills are essential for this position.

PROFESSIONAL/TECHNICAL POSITIONS

Professional Tech – Under the general directions of an immediate supervisor, uses subject-matter knowledge and judgment to complete assignments consisting of numerous steps that vary in nature and sequence. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures to more qualified staff. Typical duties may include: assisting in a variety of technical/administrative matters; maintaining a wide variety of financial or other records; verifying elementary statistical data and reports

GOODS/SERVICES GENERAL REQUIREMENTS

for accuracy and completeness; handling and adjusting complaints; and providing technical assistance or support to professional staff. May oversee the work of lower level staff. Other duties in support of field activity may include: assuming full responsibility for vehicle and equipment used, as well as work performed by subordinate staff; enforcing safety regulations and procedures regarding manpower and equipment usage; and exercising sound judgment regarding the public's safety. The position may also be utilized for students and interns working part-time on special projects while completing

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 three (3) 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

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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 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.

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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.

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- 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.

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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.

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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.

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS

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 SCHEDULE			
Job Classification	Salary Per Hour, includes worker compensation rate	Markup Rate	Total Cost
Office/Clerical			
Clerical Aide I	\$	\$	0
Clerical Aide II	\$	\$	0
Clerical Aide III	\$	\$	0
Professional/Technical			
Professional Tech	\$	\$	0

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____.

AFFIANT	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-HR-19-52

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	STATE OF _____)
_____) ss	
Printed Name of Bidder	COUNTY OF _____)
_____	Sworn to and subscribed before me
Signature	This _____ day of
_____	_____ 20____.
Printed Name	_____
_____	Signature of Notary
Printed Title	_____
_____	Printed, Typed, or Stamped Name of Notary
Printed Date	Notary Public, State of _____
_____	My commission expires _____
Contact Email	Personally Known _____
_____	-OR-
Street Address /Suite #	Produced Identification _____
_____	Type: _____
City, State Zip	

Phone	

AFFIX CORPORATE SEAL BELOW	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONTRACT TEMPLATE

CONTRACT TEMPLATE

MASTER SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

1. SUPPLY OF SERVICES:

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

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

- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.
- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. **OR** Pricing for the performance of Services as specifically set forth in any Work Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit C, Price Schedule. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.
- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of one year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
 - ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

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

- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

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

work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

- B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.
- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from and against any and all claims, damages, losses, or 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 SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence

pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.
- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
 - B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
 - C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
 - D. Conflict of Interest.**
 - i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
 - ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
 - iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
 - E.** Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- 12. CONTRACT DOCUMENTS.** The RFSQ/RFP and all submissions prepared by SUPPLIER in response to the RFSQ/RFP are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

- 13. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
- 14. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.
- 15. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 16. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 17. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- 18. MOST FAVORED CUSTOMER.** SUPPLIER warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement are at least as or more favorable than any terms that SUPPLIER has offered to any other person or entity, for the types of Services covered by this Agreement. If at any time during this Agreement SUPPLIER shall offer any other person or entity terms more favorable, SUPPLIER shall promptly notify CITY of such more favorable terms, and if such more favorable terms were offered by SUPPLIER to another person or entity CITY shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by SUPPLIER. Upon CITY'S request, SUPPLIER shall advise CITY in writing, executed by an officer of SUPPLIER, that this section has not been contradicted by SUPPLIER since the later of (i) the Effective Date of this Agreement or (ii) the date of the most recent notice provided by SUPPLIER pursuant to this section.
- 19. 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

FOR SUPPLIER:

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

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

21. PUBLIC RECORDS LAW.

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

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

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

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

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

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY’S prior express written approval. Any subcontract shall be in writing and

shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

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

DRAFT

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

CITY OF PALM COAST

SUPPLIER

By: _____

Print: Matthew Morton

Title: City Manager

Date: _____

By: _____

(Authorized Corporate Officer)

Print Name: _____

Title: _____

Date: _____

Exhibits

A - Work Order Template Form

B - Insurance Requirements

C - Price Schedule

DRAFT

WORK ORDER # _____
 PO #: _____



DATE: ____/____/20____

Project Manager's Initials _____

SUPPLIER INFORMATION

BID DETAILS

Name		Project Title	
Street		Bid #	
City, State, Zip		City Council Approval date	

TOTAL COST: \$ _____
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE** _____ **NOT TO EXCEED***
 Fixed - Amount Proposed is set amount for services – will not change regardless of time. Not to exceed -: Spend over time shall not exceed Total Cost without approved change order

*If "NOT TO EXCEED", then TOTAL COST is (chose one): _____ **UNIT BASED** _____ **PERCENT OF FIXED FEE** _____%

3. **PRICING (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**

4. **SCHEDULE (chose one):** _____ **AS NEEDED BASIS** _____ **SHALL BE COMPLETED BY -** ____/____/20____

5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**

6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ **No** _____ **Yes** If yes, identify below:

7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print Name: _____

Title: _____

Title: **Assistant City Manager or Designee**

Date: _____

Date: _____

EXHIBIT B
Insurance Requirements

1. GENERAL.

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

2. INSURANCE COMPANY REQUIREMENTS.

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

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

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

B. Employers Liability Coverage

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

3.2. Commercial General Liability.

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

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

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

3.3. Business Auto Policy.

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

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

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

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

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

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EXHIBIT C
Price Schedule

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