

REQUEST FOR PROPOSAL

NUMBER
RFP #10-ES-002



City of Edgewater

ENVIRONMENTAL CONSULTING SERVICES FOR CITY OF EDGEWATER

Michelle Grenham
Accounting Technician

LEGAL NOTICE

Pursuant to approval by the City Clerk, Sealed Proposals to provide Environmental Consulting Services will be received until **2:30 p.m., on May 12, 2010** by the City Clerk's Office, City Hall, 104 North Riverside Drive, Edgewater, Florida 32132.

RFP# 10-ES-002

"Environmental Consulting Services for City of Edgewater"

Services to be provided shall include, but not be limited to the following:

Environmental Consulting Services in accordance with the terms, conditions, and specifications stated herein.

☒ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-proposal conference will be held on Month Day, Year, commencing promptly at 10:00 a.m., and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132.

If this pre-proposal conference is denoted as "mandatory", prospective proposers must be present in order to submit a proposal response.

All statements shall be made upon the official proposal form, which may be obtained on the City's E-Procurement site: www.demandstar.com.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: www.cityofedgewater.org, www.demandstar.com, and also posted in the Lobby of City Hall on April 14, 2010.

PROPOSER'S NON-RESPONSE STATEMENT
RFP# 10-ES-002
"Environmental Consulting Services for City of Edgewater"

The intent of the City of Edgewater Finance Department is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to City of Edgewater Finance Department, 104 N. Riverside Drive, Edgewater, Florida 32132.

We are not responding to this RFP for the following reason(s):

- ☐ Services requested not available through our company.
- ☐ Our firm could not meet specifications/scope of work.
- ☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- ☐ Project too small.
- ☐ Insufficient time allowed for preparation of response.
- ☐ Incorrect address used. Please correct mailing address:

- ☐ Other reason(s): _____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

TABLE OF CONTENTS

1) Introduction/Overview	5
A) Purpose/Objective	5
B) Background	5
C) Inquiries	6
D) Method of Source Selection	6
E) Pre-Proposal Conference	6
F) Projected Timetable	7
2) General Description of Specifications or Scope of Work	7
3) Contractor's Responsibilities/Requirements	8
4) City's Responsibilities	8
5) City's Right to Inspect	8
6) Terms and Conditions of Contract	8
7) General Terms and Conditions	9
A. Licenses	9
B. Principals/Collusion	9
C. Taxes	9
D. Relation of City	9
E. Term Contracts	9
F. Termination	9
G. Liability	10
H. Assignment	10
I. Lobbying	10
J. Single Proposal	10
K. Protest Procedures	10
L. Public Entity Crime	11
M. Conflict of Interest	11
N. Prohibition of Gifts to City Employees	11
O. Immigration Reform and Control Act	11
8) Instructions for Proposal	11
A) Compliance with the RFP	11
B) Acknowledgment of Insurance Requirements	12
C) Acknowledgment of Bonding Requirements	12
D) Delivery of Proposals	13
E) Evaluation of Proposals (Procedure)	14
F) Ambiguity, Conflict, or Other Errors in the RFP	15
G) Proposal, Presentation, and Protest Costs	15
H) Acceptance or Rejection of Proposals	15
I) Requests for Clarification of Proposals	15
J) Validity of Proposals	16
K) Response Format	16
L) Proposal Evaluation Committee and Evaluation Factors	18
PROPOSER CHECK LIST	19
CONFLICT OF INTEREST AFFIDAVIT	20
DECLARATION STATEMENT	23
INSURANCE REQUIREMENTS	25
FEE PROPOSAL FORMS	31

Request for Proposals

RFP# 10-ES-002

“Environmental Consulting Services for City of Edgewater”

1) Introduction/Overview

A) Purpose/Objective

As requested by the City Council of the City of Edgewater, the City of Edgewater Finance Department (herein after, “City”) has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Environmental Consulting Services in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, this Agreement shall be effective from July 1, 2010, through July 1, 2011, unless terminated earlier as provided herein. At the option of the parties, this Agreement may be renewed for four (4) additional one (1) year terms.

As is more fully explained in Section “L” of this RFP, an award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The City serves an area of 22.44 square miles with a population of approximately 21,997. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2007-2008 and in the City’s Annual Budget for fiscal year 2008-2009. Copies of these documents may be viewed on www.cityofedgewater.org.

C) Inquiries

Direct questions related to this RFP to Michelle Grenham, Accounting Technician, and submit such questions in writing to mgrenham@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing to mgrenham@cityofedgewater.org. All questions asked, along with the answers rendered electronically distributed to firms registered for this solicitation and additionally posted on this site.

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-proposal conference will be held on Month Day, Year, commencing promptly at 10:00 a.m., and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP as an addendum.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted at "mandatory", prospective proposers must be present in order to submit a proposal response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue RFP Notice	April 14, 2010
Last Date for Receipt of Written Questions	April 28, 2010
Pre-Proposal Conference	N/A
Addendum Issued Resulting from the Pre-Proposal Conference (If Applicable)	N/A
Proposal Close Date	May 12, 2010
Evaluation of Proposals	May 19, 2010
City Council Contract Approval Date	June 21, 2010

2) General Description of Specifications or Scope of Work

The City of Edgewater is now accepting proposals from interested companies to render Environmental Consulting Services. It is the intention of the City of Edgewater to enter into contract, as defined under Florida law, with one (1) company (the "Contractor") for Environmental Consulting Services. Position will be on an "as needed" basis

The scope of work to be performed under the Contract includes, but is not limited to:

- Identify threatened and/or endangered species and their habitats and species of special concern using guidelines provided by Florida Fish and Wildlife Conservation and/or U.S. Fish and Wildlife Service;
- Provide recommendations, reports and assistance in the relocation of threatened, endangered and/or species of special concern and gopher tortoises using guidelines provided by Florida Fish and Wildlife Conservation and/or U.S. Fish and Wildlife Service and FWC Gopher Tortoise Management Plan guidelines, respectively;
- Provide reports and recommendations for wetland mitigation;
- Conduct, recommend and prepare reports of environmental field monitoring and soil identification;
- Assist with the development and/or implementation of Environmental Assessments and habitat conservation plans for protected species;
- Develop, collect, maintain, and analyze data for the purpose of making management decisions regarding protected species and their habitats;
- Assist in maintaining and administering all federal and state permits required to manage protected species;
- Provide expertise, including expert witness services, to City departments in the management of protected species;

- Develop and/or review existing or proposed public education programs to ensure they meet the objectives of environmental education;
- Conduct Environmental Assessments, as requested;
- Assist in review and recommendations regarding the City's Brownfields Redevelopment Program.

3) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a proposal shall meet the following responsibilities/requirements:

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

4) City's Responsibilities

City responsibilities include:

- The City will work with the Contractor to develop a schedule and ensure access to all locations.
- The City shall provide a written task assignment describing the services required for each project.

5) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

6) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The selected Contractor shall be required to sign a standard City contract within twenty one (21) days of Notice of Selection for Award.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

7) General Terms and Conditions

A. Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact Development Services, (386) 424-2400.

B. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I. Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFP nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

8) Instructions for Proposal

A) Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFP, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discusses these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's proposal.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its proposal, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this proposal. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Proposal Bond: Shall be submitted with proposal response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Proposal Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Proposal Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Proposal Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together

with the required bonds and insurance, after which all three (3) Proposal Bonds shall be released to the respective Bidders. All other Proposal Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the proposal closing date thereof. If a proposal is not accepted within said time period it shall be deemed rejected and the Proposal Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Proposals

All proposals are to be delivered before 2:30 p.m., local time, on or before May 12, 2010 to:

City of Edgewater
City Clerk
104 N. Riverside Dr
Edgewater, Florida 32132

The City shall not bear the responsibility for proposals delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept proposals received after the posted close time only under the following condition:

The tardy submission of the proposal is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS, DHL, or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) designated original and three (3) numbered exact copies of the proposal total of four (4). Additionally, one (1) proposal submitted on a CD-ROM in Microsoft Word or PDF format is required.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

E) Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. Plus there shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals issued.
3. Subsequent to the closing of proposals, the Accounting Technician and Project Manager shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP. In instances where both the Accounting Technician and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Accounting Technician shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the evaluation committee, the City Clerk will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City Clerk shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner. Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, Proposer shall immediately notify the Accounting Technician, noted herein, of such error in writing and request modification or clarification of the document. The Accounting Technician will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived.

G) Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the City to accept the proposal, which in the judgment of the City is deemed the most advantageous for the public and the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Accounting Technician to a proposer(s) for clarification of proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

J) Validity of Proposals

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP. All copies of the proposal should be bound and tabbed, preferably in a three (3) ring binder for uniformity and ease of handling. The utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

1) Tab I, Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Qualification is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II, Corporate Experience and Capacity

The qualification should state the size of the firm, the location of the office from which

the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

3) Tab III, Specialized Expertise of Team Members

The firm should identify the individuals who will provide the services, including resume and experience in similar work.

4) Tab IV, Customer Listing

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.
- Time period of the project or contract.
- Client's contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each proposal.

5) Tab V, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions

are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

6) Tab VI, Required Form Submittals

- Proposer Checklist
- Conflict of Interest
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements

L) Proposal Evaluation Committee and Evaluation Factors

As previously stated, the City Manager shall approve a Selection Committee to review all proposals submitted in accordance with Statute.

The factors to be considered in the evaluation of proposal responses are listed below. While the City believes all these items to be of importance, they are ranked and points applied.

- Ability of the professional personnel.
- Whether a firm is a certified minority business enterprise.
- Past performance.
- Willingness to meet time and budget requirements.
- Location.
- Recent, current and projected workloads of the firms.
- The volume of work previously awarded to each firm by the agency, with the object of affecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

ATTACHMENTS

THIS SHEET MUST BE SIGNED

CITY OF EDGEWATER
EDGEWATER, FLORIDA
FINANCE DEPARTMENT

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ The Proposal has been signed.
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ All applicable forms have been signed and included
- ☐ Any addenda have been signed and included.
- ☐ The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- ☐ The **mailing envelope must be sealed and marked** with Proposal Number, Proposal Title and Due Date.
- ☐ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Company Name _____
Signature and Title _____
Date _____
Email _____

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm

Signature

Date

Name Printed

Title of Person Signing Affidavit

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____,
20____, by _____, who is personally known to me to be
the _____ for the Firm, OR who produced the following
identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ Total Fees for work done on all City of Edgewater projects

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Name of Organization: _____

By: _____

Title: _____

Attested By: _____

Title: _____

Date: _____

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: RFP NO. 10-ES-002-- "Environmental Consulting Services for City of Edgewater"

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP #10-ES-002**.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day
of _____, 200__ in the City of _____, in the State of
_____.

Firm's Complete Legal Name

(Address)

(City, State, ZIP)

Phone No. _____

Fax No. _____

Check one of the following:

- ☐ Sole Proprietorship
☐ Corporation or P.A. State of _____
☐ Limited Partnership
☐ General Partnership

By: _____
Typed and Written Signature

Title

ADDITIONAL CONTACT INFORMATION

Send Payments To:
(REQUIRED ONLY if different from above)

Contact Name: _____

Title: _____

(Company Name used as Payee)

(Address)

(City, State, ZIP)

Phone No. _____

FAX No. _____

Email address: _____

**City of Edgewater, Florida
INSURANCE REQUIREMENTS**

INSURANCE TYPE	REQUIRED LIMITS
=====	
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000</u> single limit per occurrence
☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.	
☒ 4. Automobile Liability	<u>\$ 500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
☐ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	<u>\$ 1,000,000</u> Per Occurrence

CITY OF EDGEWATER, FLORIDA INSURANCE REQUIREMENTS

(Continued)

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Edgewater must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

☒ 9. The City of Edgewater shall be named as the Certificate Holder.
NOTE--The "Certificate Holder" should read as follows:

City of Edgewater
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the RFP Number and Title.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

Proposer

Insurance Agency

Signature of Proposer

Signature of Proposer's Agent