



BID/PROPOSAL DOCUMENTS for RFP #23-02 COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION (CDBG-MIT) PROGRAM MANAGEMENT SERVICES

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CITY OF AVON PARK, FLORIDA
REQUEST FOR PROPOSALS #23-02
COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAM
MANAGEMENT SERVICES

Sealed Proposals will be received by the City Clerk, City Hall, City of Avon Park, 110 East Main Street, Avon Park, FL 33825 until April 13, 2023, no later than 2:00 p.m., at which time and place, Proposals received will be publicly opened in the 1st floor conference room at City Hall and read aloud for the following: ***Community Development Block Grant-Mitigation (CDBG-MIT) Program Management Services***. The City of Avon Park will not accept Proposals which arrive after 2:00 P.M.

BID/PROPOSAL DOCUMENTS Bid/Proposal Documents may be requested by visiting the City of Avon Park website at: <http://www.avonpark.city/rfps>) Bid/Proposal Documents are required for bid/proposal submittal. Bid documents may also be requested from the Purchasing agent at amogle@avonpark.city.

ADDENDA It is the proposer's responsibility to check the Website <http://www.avonpark.city/rfps> or contact the Purchasing Agent at amogle@avonpark.city prior to submitting a bid/proposal to ensure they have the full RFP package, to ascertain if any addenda have been issued, and to obtain all such addenda and acknowledge the addenda with the submitted bid/proposal. All questions shall be directed to the Purchasing Agent in writing and will be accepted for addenda until Thursday, April 6, 2023, at 4:00 PM in order to provide sufficient time for City to respond appropriately to addenda. The failure of a proposer to submit acknowledgement of any addenda that affects the bid/proposal price(s) may be considered an irregularity and may be cause for rejection of the bid/proposal.

CITY OF AVON PARK, FLORIDA
REQUEST FOR PROPOSALS #23-02
TERMS AND CONDITIONS
and
BID/PROPOSAL DOCUMENTS

1. SUBJECT TO THESE TERMS

All Proposals provided to the City of Avon Park (hereinafter “City”) are subject to the terms and conditions specified herein. Proposals which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents in section 2 of this document.

2. ORDER OF PRECEDENTS

2.1 If a conflict arises between these Terms and Conditions, the following Order of Precedents will apply:

- a) Federal Laws associated with Community Development Block Grants (“CDBG”), including without limitation, 24 CFR Part 85 (Administrative Requirements For Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments); 24 CFR Part 135 (Economic Opportunities For Low- and Very Low-Income Persons), and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards).
- b) Laws of Florida as applied to municipal purchasing.
- c) City Purchasing Manual adopted by section 2-330 Code of Ordinances of the City of Avon Park, hereinafter “Purchasing Manual”, and other applicable ordinances and resolutions
- d) Special Conditions, Supplemental Instructions, and Addendums
- e) Written and fully executed Formal Contract between City and Consultant
- f) Detailed Scope of Work
- g) These Terms and Conditions

3. CONTRACT FORMS

Any agreement, contract or purchase order resulting from the acceptance of a bid shall be in a form as approved by the City. All formal contracts shall be approved by the City Attorney and City Council.

4. SCOPE OF SERVICES

Avon Park is requesting proposals from individuals or firms to provide the following services for grant funded projects for FY 2023 and 2024 Community Development Block Grant-Mitigation (CDBG- MIT) Grant Writing and Grants Administration including grant and/or contract management. Similarly, additional services may be included in the contract(s) for services on an ongoing basis to be covered by other grant, loan or traditional funding sources at the sole discretion of the City. Such sources of funding may include, but are not limited to, DRI, FEMA, FDEM, USDOC, K/DREF Grant, Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Governor’s Office of Tourism, Trade and Economic Development, Water Management District Coop funding, special appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources. The City anticipates applying for one or more grants including multiple CDBG categories and the anticipated award amount is **Five Million Dollars and 00/100 (\$5,000,000.00)** or more based on government approvals. The successful proposer shall be paid a percentage of the grant amount as a fee for services. If no grant is received by the City, no fee will be paid to the proposer.

- A. Grant writing services shall include, but are not limited to, reviewing the existing project information,

background data and other information available to develop a complete application for the City's CDBG-MIT funding; providing recommendations on content and approach in the application; advising the City on the mixing and leveraging of funds (if any); identifying any needs for application enhancement or backup documentation; writing the complete CDBG-MIT application for City comment and use in requesting CDBG-MIT funds; providing technical assistance to City staff in follow up to the application submittal to address any City questions.

- B. Grant/loan program management services shall include, but not be limited to: conducting environmental review(s), coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and managing program funds in compliance with program guidelines, developing required public record systems, Davis-Bacon record-keeping requirements, Uniform Relocation Act compliance, advising and managing any required technical services or criteria, developing appropriate agency reports, schedules and certifications, coordinating and conducting any required public input, providing reports and technical assistance, and developing any annual and closeout agency submissions. Disaster project activities are expected to include housing rehabilitation and flood mitigation.

5. CRITERIA FOR SELECTION OF FIRMS. Violation of any of these requirements can be grounds for rejection of a proposal.

A. Any Proposals received after the time and date stated in the published RFP will not be considered. It shall be the sole responsibility of the bidder to have their Proposals delivered to the City Clerk prior to the stated time and date. If a bid is sent by U.S. Mail or delivery service, the bidder shall be responsible for its timely delivery to the City Clerk. Proposals delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the bidder's request and expense.

- B. Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked firm shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with CDBG requirements.

C. Criteria

The City may require presentations or interviews with one or more	Point Value
Key staff with individual experience, certifications & program knowledge	20
Team experience with CDBG programs & local needs & conditions	20
Approach with understanding of requirements, leveraging & work plan	20
References with current project contacts & letters of reference	20
Management with organization, on-site capability & capacity to perform	15
Fee	5
Total Points	0-100

- D. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. All proposals become City property. The City is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. In the event of a tie, MBE/WBE/DBE status shall be considered in making a final determination of top ranked proposal(s). In compliance with the Florida Sunshine Amendment and Code of Ethics, the City strictly enforces open and fair competition in its RFPs. In accordance with Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide

services to a public entity. A public entity crimes statement is required as described below. The City supports a drug-free workplace. Evidence of a drug-free workplace policy is required as described below.

- E. CDBG contracts for services shall include all required Florida CDBG contract clauses as provided by the Florida Department of Community Affairs, as well as comply with all Florida CDBG procurement and contract requirements.
- F. The City reserves the right to request clarification of any information submitted by firms or individuals. The City, with suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG and other grant/loan program contracts, either single or separate as required by each program, may be subject to grant awards and release of funds by respective funding agencies as determined by the City.

6. FORM OF SUBMITTAL

- A. Submittal to be provided in the order below:
 - 1) Cover letter/statement of interest ***including e-mail address of person to be notified of award***, manually and duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary proposer. *(2 page limit)*.
 - 2) Form #1 -- City Form Cover Page
 - 3) Key staff with individual experience, certifications & program knowledge. *(4 page limit)*
 - 4) Team experience with CDBG programs & local needs & conditions. *(4 page limit)*
 - 5) Approach with understanding of requirements, leveraging & work plan. *(4 page limit)*
 - 6) References with current project contacts & letters of reference. *(4 page limit)*
 - 7) Management with organization, on-site capability & capacity to perform. *(2 page limit)*
 - 8) Fee – percentage of grant amount the proposer will charge. *(1 page limit)*
 - 9) Evidence of DBE/MBE/SBE certification, if any.
 - 10) Form# 4 – Non-Collusive Form (1 page)
 - 11) Form# 5- Public Entity Crimes (2 pages)
 - 12) Form# 6- Negligence or Breach of Contract Disclosure Form (1 page)
 - 13) Form #7 – Drug Free Workplace Certification (1 page)
 - 14) Form # 9 – E-Verify Affidavit (1 page)
 - 15) Form# 10 - Consultant References (1 page)
- B. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.
- C. Submit **one (1)** original **and four (4)** copies. Also submit **one (1)** electronic copy on a thumb drive in PDF format only.
- D. The City Council will evaluate the proposals as soon as practical on a date to be determined and may require some or all of the proposers to provide additional information in the form of a presentation and question and answer session with the Committee.

7. ADDITIONAL INFORMATION

- A. Negotiation of contracts for services shall follow the selection process. Should a satisfactory contract not be achievable with the number one ranked proposing firm or individual then that proposal shall be rejected, and negotiations shall begin with the number two ranked firm and so on. Procurement and contracting of all

services shall conform to CDBG guidelines, state, and federal regulations including 24 CFR, Part 85. Funding for these services is contingent upon grant award.

- B. Contract. The successful Proposer shall be required to execute the Contract included with this RFP and be able to provide the required insurance. Proposers not able to do this should not respond. Any request for a revision to the standard contract shall be submitted prior to the RFP due date in order to be considered. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer. City contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the City.
- C. All questions concerning this selection process or this document must be e-mailed to the Purchasing Agent at amogle@avonpark.city. Questions shall be received no later than 4:00 PM on Thursday the week prior to the proposal due date.
- D. No oral interpretation of this RFP shall be considered binding. The City shall be bound only when such statements are written and executed under the authority of the City Council. Any and all interpretations, responses to questions or supplemental instructions will be in the form of written addendum. Failure of any Proposer to receive such addendum shall not relieve said Proposer from any obligation under the RFP submitted. All addenda issued shall become part of the Contract Documents.
- E. The City reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the City.
- F. Proposals become a **public record** and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal “confidential” or “proprietary” does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the City’s discretion. Failure to notify the City of claimed exemptions constitutes a waiver and the submittal will be released as requested. If a public records request is received, and the documents for which exemption is claimed are deemed responsive by the City, and if the Proposer seeks to prevent disclosure of such documents, the Proposer shall be required to seek any legal remedy available, but shall hold the City harmless and indemnify the City against any fines, or legal fees of the City or public records requestor. Under such indemnification, the City shall hold the documents for which exemption is sought until a court of competent jurisdiction rules on the exemption, or the Proposer settles with the requestor.
- G. Submittals may be withdrawn prior to due date by written request dispatched by the Proposer and received by the Purchasing Agent before the time for receiving Submittals has expired. After Proposals are opened, but prior to award of the contract by the City Council, the City Council may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the bid document. In such circumstance, the decision of the City Council to allow the bid withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 1) The bidder acted in good faith in submitting the bid;
 - 2) The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder;
 - 3) The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 4) The mistake was discovered and was communicated to the City prior to the City Council having formally awarded the contract.

- H. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Submittals.
- I. Costs for preparation of a response to this request are solely those of the Proposer and the City assumes no responsibility for any such costs incurred by the Proposer. The City will not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.
- J. Submittals shall be formatted to letter sized paper and with a minimum 12-point font.
- K. Proposers are instructed **NOT** to fax or e-mail their submittal as they shall be rejected as non- responsive.
- L. Proposers must indicate on the outside of their envelope the following:
 - 1) RFP Number and Name
 - 2) Due Date and Time
 - 3) Name and address of Proposer
- M. All submittals shall include the name and title of the authorized person that will sign the Contract. The cover letter must be signed by an authorized officer. Consultants who are nonresident corporations must include a certified copy of their permit to transact business in the State of Florida.
- N. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.
- O. Any Proposer who presents in its RFP to the City, any information which is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.
- P. The Proposer understands that this RFP does not constitute an agreement or contract with the City. City contracts are awarded only when a fully executed written agreement, approved by the City Council and City Attorney, has been returned to the hired proposer (hereinafter, “consultant”) by the City.
- Q. Protests shall be in accordance with the procedure outlined in the Avon Park Purchasing Manual and City Code.
- R. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- S. The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this work. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the consultant to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.
- T. It is the policy of the United States, the State of Florida, or the City that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter “small business concerns”) shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The consultant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Consultant further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Consultant’s compliance with this clause. MBE/WBE/DBE businesses are encouraged to participate.

- U. Employers shall avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers. If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218
- V. In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. 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 or contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may be awarded or perform work as a Consultant, or subconsultant under a contract with any 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.
- W. It is the policy of Avon Park that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds derived from the U.S. Department of Transportation, Federal Transit Administration (FTA). Avon Park utilizes the Florida Department of Transportation (FDOT) Certified Business Directory (BizNet) database to identify all firms eligible to participate as DBE's. Avon Park is not a certifying member of the Unified Certification Program. The CITY recognizes the DBE certification DBEs responding to this RFP shall provide DBE certification information as part of their response.
- X. Consultants must be authorized to transact business in the State of Florida. Copy of Registration Certificate and information should be submitted with bid. Bidders shall comply with all applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations (hereinafter "Laws") and such Laws shall govern development submittal and evaluation of all Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any consultant shall not constitute a cognizable defense against the legal effect thereof.
- Y. Notification of shortlist, if any, shall be within 72 hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on the City's website.
- Z. Section 112.313, Fla. Stat., prohibits contracts with City employees, officers and advisory board members. All bidders must disclose the name of any Avon Park officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.
- AA. Prompt Payment. The payment due date for the purchase of goods or services other than construction services is 45 days after the date on which a proper invoice is received by the City; or if a proper invoice is not received by the local governmental entity, the date on which services are completed. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided herein. All payments due and not made within the time specified by this section bear interest from 30 days after the

due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the City for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

BB. CDBG and other grant/loan program contracts, either single or separate as required by each program, may be subject to grant awards and release of funds by respective funding agencies as determined by the City.

8. PUBLIC ENTITY CRIMES

In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. 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 or contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may be awarded or perform work as a consultant or subconsultant under a contract with any 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.

9. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- A. In accordance with Florida State Civil Rights Act of 1992, an entity or affiliate which has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>)** may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not award or perform work as a consultant or subconsultant under contract with any public entity, and may not transact business with any public entity.
- B. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.
- C. It is the policy of the City to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation" and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

10. SUBCONTRACTING

- A. Consultants shall obtain prior written approval of subconsultants and the work they will perform as stated in the scope of work. A subconsultant is defined as any entity performing work within the scope of the project who is not an employee of the Consultant.
- B. Consultant shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Bid Documents. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures. All work performed for consultant by a subconsultant will be pursuant to an appropriate agreement between consultant and the subconsultant which specifically binds the subconsultant to the applicable terms and conditions of these Bid Documents for the benefit of City. Consultant shall be fully responsible to City for all acts and omissions of the subconsultants, and other individuals or entities performing or furnishing any of the work just as consultant is responsible for consultant's own acts and omissions.

11. PUBLIC RECORDS. Bidder acknowledges that all information contained within its bid is a public record, as defined in Chapter 119 "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws, and such exemption defended *solely* by the bidder solely at the bidder's expense, in a manner provided by Florida law.

12. INSURANCE

A. The consultant, prior to the signing an Agreement and before starting any work on the Agreement, shall procure and maintain, during the life of the Agreement, the insurance coverage listed in the Formal Agreement to which these Bond Documents shall be an attachment. The policies of insurance shall be primary and written on forms acceptable to the City.

1) Certification of Insurance

Consultant, prior to providing any services pursuant to this Agreement, shall furnish to the City proof of insurance, including, but not limited to a Certificate of Insurance referencing the City its elected and appointed officials, employees and agents as "**additional insured**", except for worker's compensation and professional liability, and the effectiveness of all required insurance for Consultant and each of its subconsultants. The certificates of insurance shall state that the City will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Consultant. No work shall commence under this Agreement until the City's authorized representative has given written approval of the insurance certificates. Additionally, Consultant has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager evidence of the continuation of all policies required of Consultant by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager, City of Avon Park, 110 E. Main Street, Avon Park, FL 33825. **All insurance documents must show the Bid Number, prohibit subrogation against City's insurance, and indicate that the bidders insurance is the prime insurance.** Consultant shall obtain all policies on an occurrence form basis.

13. INDEMNIFICATION

A. **Professional.** The City shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by Consultant and its employees and agents of its obligations under the provisions of this agreement. The Consultant shall indemnify and hold harmless the City, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the Consultant in the performance of the work. The City and Consultant acknowledge that the first ten dollars (\$10.00) of the compensation paid Consultant for its work hereunder shall be deemed specific consideration for this indemnification. Consultant shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

B. **Survival of Indemnification Covenants.** The covenant of indemnification by the Consultant to the City in this Agreement shall survive the Agreement and termination of the Work associated with these Bid Documents.

14. CONFLICT OF INTEREST

A. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City or any of its departments. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches or subsidiaries.

1) Non-government Conflicts

a) A proposer shall not submit a response or enter into a contract with the City if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:

i. The proposer's contract with another customer or entity will be averse to the interest of the

City; or

- ii. There is a significant risk that the interest of the City will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.
- b) Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter into a contract with the City if:
- i. The proposer reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;
 - ii. The conflict of interest is not prohibited by law and;
 - iii. The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies; and
 - iv. Each affected customer or entity gives informed consent, confirmed in writing by the City Manager.
- c) It shall be the sole responsibility of the City Manager to determine if the criteria applicable to a conflict of interest or exception from same have been met.

15. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

- A. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the Consultant to comply with the public records laws. Specifically, the Consultant shall be required to:
- 1) Consultant shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Consultant shall keep and maintain public records required to perform the services under this Agreement.
 - 2) This Agreement may be unilaterally canceled by the City for refusal by Consultant to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Consultant in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
 - 3) If Consultant meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - a) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Consultant of the request, and Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Consultant fails to provide the public records to the City within a reasonable time, Consultant may be subject to penalties under s. 119.10, F.S.
 - b) Upon request from the City's custodian of public records, Consultant shall provide the 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, Florida Statutes, or as otherwise provided by law.
 - c) Consultant shall identify and ensure that all 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 the Consultant does not transfer the records to the City.

- d) Upon completion of the Agreement, Consultant shall transfer, at no cost to City, all public records in possession of Consultant or keep and maintain public records required by the City to perform the services under this Agreement. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.
- 4) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK by telephone at (863) 452-4405, by email at chardman@avonpark.city, or at the mailing address below:
- City Clerk
City of Avon Park,
Florida 110 E. Main
Street
Avon Park, FL 33825

The remainder of this page is intentionally left blank

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FORMS

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These forms are required and should be submitted with all Proposals. If it is determined that forms in this section are not applicable to your company then you should return the form with your bid and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your bid package.

Form# 1 - Bid Cover Sheet (2 pages)

This is a mandatory form that must be returned with your bid package. All information on Page 1 must match the company information as it is listed on the Florida Department of State Division of Corporations - <http://www.sunbiz.org>. All signatures shall be by an authorized company representative. Page 2 through XX should contain bid details, which information depends on the project.

Form# 1A - Statement of No Response Form (1 page)

This is an optional form. Consultants may submit this if they have decided not to submit a response to the bid or proposal. Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your from for being able to participate in the protest of this bid or proposal.

Form #2 – Formal Agreement – *Post-Bid* Form (SAMPLE ONLY! NOT FOR SIGNING)

If a formal agreement is required for this bid or proposal, a sample of a similar agreement will be inserted here for your preliminary review. It contains terms and conditions and other information in addition to that provided herein, and the final Agreement will be provided for review and signatures prior to Notice to Proceed.

Form #3 – Florida Commission on Ethics Form 3A Interest in Competitive Bid for Business Purpose (1 page).

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled “A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees” for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the afore-referenced prohibitions. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form# 4 – Non-Collusive Form (1 page)

Each bidder shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid form.

Form# 5- Public Entity Crimes (2 pages)

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant wider a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form# 6- Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form, the final action needs to include in whose favor the litigation was settled and if there was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put "none".

Form #7 – Drug Free Workplace Certification (1 page)

Self-explanatory. Required Form. The form may be use as part of a tiebreaker for identical Proposals. If your company does not have a Drug Free Workplace Program, you must mark this form N/ A and return it with your bid package. If your company has a Program sign and return the form.

Form# 8 - Scrutinized Companies Certification (1 page) (Not Applicable)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, *for goods or services over \$1,000,000*, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form # 9 – E-Verify Affidavit (1 page)

The City requires that bidders doing work for the City utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees the Consultant hired during the term of this Agreement.

Form# 10 - Consultant References (1 page)

Provide no less than four (4) references of firms and companies for which you have already performed similar work in the past ten (10) years. The references should be placed in the order of the most recent similar work to least similar work, and not on the basis of anticipated favorable response by reference. If no similar work has been done within ten years, then list the cities or companies for which you have provided any services in chronological order for the previous five (5) years.

CITY OF AVON PARK, FLORIDA

Bid Cover Sheet

Page 1 of 2

Bidder/Company Name (Capitalize): _
Date Submitted: _

Bid Opening Date: _

Project Identification: BID # _

Formal Bid Name: _

As per sunbiz.org:

Entity Name: _

Business Address: _

Authorized Signor: _

Title: _

Phone Number: _

E-Mail Address: _

Bidder's rep: _

Business phone: _

Cell phone: _

In submitting this Bid, Bidder makes all representations required by the Bid Documents and further warrants and represents that Bidder has examined copies of all the Bid Documents and of the following addenda:

No. _ Dated: _

No. _ Dated: _

No. _ Dated: _

No. _ Dated: _

No. _ Dated: _

No. _ Dated: _

WILL PROVIDE CONTINUITY OF OPERATION DURING EMERGENCY? Yes ☐ No ☐

The undersigned, as Bidder, hereby declares that no person or persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined all the Bid Documents and with full knowledge of all conditions under which the goods or services herein are contemplated must be furnished, hereby propose and agree to furnish the goods or services according to the requirements set out in the Bid Documents for said goods or services for the prices as listed on the subsequent pages.

Taxpayer Identification Number: _

(1) Employer Identification Number -or- (2) Social Security Number*

* The City of Avon Park collects your social security number/or tax reporting purposes

ALL PROPOSALS MUST BE SIGNED, SEALED AND EXECUTED BY AN AUTHORIZED CORPORATE AUTHORITY.

If that person is not the President, CEO, or Partner, this form shall be accompanied by the Company's **CORPORATE RESOLUTION** authorizing the signor.

Signed this _ day of _ , 20 _ :

Witnesses:

Signed: _

Print name:

Corporate Name Printed

Signed: _

Print name:

By: _

Printed name and title: _

Company Submitting Bid: _

Bid # _

Bid Name: _

CITY OF AVON PARK, FLORIDA

Bid Cover Sheet

Page 2 of 2

For providing the construction services stated in the Bid Documents and Formal Agreement, the bid is as follows (including caveats and limitations):

FORM 1A - STATEMENT OF NO RESPONSE

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to:

City Clerk

Avon Park City Hall, second floor

110 E. Main St., Avon Park, FL

33825 Phone (863) 452-4405

Fax (863) 452-4413

E-mail: cityclerk@avonpark.cc

Re: Avon Park RFP #23-02: CDBG-MIT PROGRAM MANAGEMENT SERVICES

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your company from being able to participate in the protest of this bid or proposal.

WE, the undersigned, have declined to bid on this solicitation for the following reasons:

- We do not offer this product or and equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid or Request for Proposal
- Unable to meet scope and specifications (Explain below)
- Cannot agree with contract terms (Explain below)
- Other (Explain below)

Remarks: _

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

E-MAIL _____

SIGNATURE/TITLE _____

DATE _____

FORM #2

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this _ day of _ , 20 , by and between , a Florida corporation whose business address is _ , (hereinafter referred to as "Consultant"), and The **CITY OF AVON PARK, FLORIDA**, a Florida municipal corporation whose business address is 110 East Main Street, Avon Park, FL 33825, and its successors and assigns (hereinafter referred to as "City").

WITNESS:

City and Consultant, in consideration of the mutual covenants set forth below, agree as follows:

1. SCOPE OF WORK

1.1. The "Bid Documents" include all of the city's documents provided to bidders in the Request for Proposals, and all of the Consultant's documents submitted in response to the request for Proposals, and such documents are attached as Exhibit "A". This Agreement along with all Exhibits are referred to in Sections 2 & 3 of the Bid Documents as the "Formal Contract", and the Bid Documents and this Formal Contract shall collectively be hereinafter referred to as the "Contract Documents." The work contemplated herein is described in the Bid Documents as the Scope of Services, and the Consultant's Proposals are open-ended in that the City may select any portion of the work at any time during this Agreement when such work is needed by the City. Nevertheless, Consultant understands that the City may never request such work.

1.2. 2.1.5 **Detailed Scope of Work and Specifications for Project.** The Consultant's work progressing to completion of each Project, as to quality, progress and compliance with the Contract Documents on such Project, shall be defined as the Consultant's "Work." The Detailed Scope and Specifications for the Work are as provided in the Bid Documents attached hereto and made a part of the terms of this Agreement.

1.3. Consultant shall comply with all laws.

2. CONTRACT PRICE

The City shall pay Consultant for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices ("Bid Prices") as presented in the Bid Documents, which are incorporated and made a part of this Agreement as attached or by reference as provided in Exhibit "A".

3. INDEMNIFICATION

3.1 Consultant shall indemnify and hold harmless the City as required in the Bid Documents.

3.2 Nothing herein or the remainder of the Agreement shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

4. INSURANCE

4.1 **Generally.** Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance described below, or to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Consultant as required herein shall be considered, and Consultant agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Consultant as required herein. The insurer shall agree to waive subrogation against the City or its insurer. Unless otherwise provided below, such policy or policies shall be without any deductible amount and shall be issued by approved

companies rated at not less than AM Best A and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida or within 50 miles of Avon Park. Such policy or policies shall name the City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. Policies shall be on occurrence policies, not claims made. Coverage is not to cease and is to remain in force (subject to cancellation notice) until termination of this Agreement. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to termination of this Agreement, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. Policies shall be on occurrence policies, not claims made.

4.2 **Sovereign Immunity Not Specially Waived.** Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

4.3 **Commercial Liability Insurance.** A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per location aggregate, plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) covering all work performed. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- 4.3.1 Subcontracted Consultants, if any;
- 4.3.2 Waiver of subrogation against City or its insurer;
- 4.3.3 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification covenants.
- 4.3.4 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 4.3.5 Policies shall be "occurrence" policies, not "claims made."

4.4 **Professional Liability (Errors and Omissions).** The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including errors of the Consultant causing refund of grants or other losses of City due to such negligent errors or omissions. Such Professional Liability Insurance shall be provided with minimum limit of One Million Dollars (\$1,000,000) per aggregate

4.5 **Business Automobile Liability.** Business Automobile Liability for all vehicles owned, hired, leased, and non-owned, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability covering all work performed. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

4.6 **Workers' Compensation Insurance.** Workers' Compensation insurance to apply for all employees who are to provide a service for this Agreement in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (ies) must include:

- 4.6.1 Employers' Liability with a limit of Five Hundred Thousand Dollars (\$100,000.00) per employee accident; and,
- 4.6.2 \$500,000 disease aggregate; and
- 4.6.3 \$100,000 employee per disease

4.7 **Additional Insured**

The City of Avon Park, Florida, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

4.8 **Certification of Insurance**

Consultant, prior to providing any services pursuant to this Agreement, shall furnish to the City proof of insurance, including, but not limited to a Certificate of Insurance referencing the City its elected and appointed officials, employees and agents as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for Consultant, and each of its subconsultants. The certificates of insurance shall state that the City will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Consultant. No

work shall commence under this Agreement until the City's authorized representative has given written approval of the insurance certificates. Additionally, Consultant has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager evidence of the continuation of all policies required of Consultant by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager, City of Avon Park, 110 E. Main Street, Avon Park, FL 33825. All insurance documents must show the Bid Number, prohibit subrogation against City's insurance, and indicate that the bidder's insurance is the prime insurance. Consultant shall obtain all policies on an occurrence form basis.

- 4.9 **Additional Requirements.** Additional insurance requirements may be noted in the scope of work or specifications. These insurance requirements will be in addition to those stated in these Terms and Conditions and not a replacement.
- 4.10 **Sub-consultants.** If Consultant uses a sub-consultant, Consultant shall ensure that sub-consultant provides indemnification and insurance as required herein, and names City as an additional insured, and shall provide the City with a copy of that policy or notice from the insurance company.
- 4.11 **Status of Claim.** Consultant shall be responsible for keeping the City currently advised as to the status of any claims made for damages against Consultant resulting from services performed under this Contract. Consultant shall send notice of claims related to Work under this Agreement to the City.

5. COMPLIANCE WITH LAWS

Consultant shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules, and regulations of all governmental authorities having jurisdiction, including the federal Occupational Safety and Health Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, or national origin.

6. TIME IS OF THE ESSENCE; SUSPENSION; TERMINATION

- 6.1 In all matters under this Agreement, time is of the essence. The City reserves the right to suspend the Consultant's prosecution of the Work. The Consultant shall, upon receipt of the City's written notice ("Notice of Suspension") and within the time stated therein, suspend and stop any part or all of the Work and operations hereunder for such period or periods of times as the City may deem advisable and designate in said Notice of Suspension.
- 6.2 The City reserves the right to terminate this Contract, with notice to Consultant ("Notice of Termination"), at any time the City determines it does not wish to proceed with Consultant's construction of the Project, **with or without cause**. In such event the Consultant shall immediately cease all Work not specifically identified and authorized in the Notice of Termination, and be paid for such portions of the Work as he and/or his approved subconsultants may have completed, and for materials which have been provided, fabricated, or delivered, up to the date of termination. No allowance shall be made for any anticipated profit on that portion of the Work not completed. The above shall be in addition to all rights and remedies granted the City under this Agreement.
- 6.3 The rights and remedies of City and Consultant under this Article shall be non-exclusive and shall be in addition to all other remedies available to such parties at law or in equity.

7. WAIVER

No provision, requirement, default, or breach of this Agreement may be waived by either party except in writing.

8. LAWS APPLICABLE; VENUE; WAIVER OF JURY; ASSIGNMENT

This Agreement shall be governed by the law of the State of Florida. Venue for any dispute before a court of law shall be in state court, in Highlands County, Florida. If a claim is based in Federal law, such litigation shall be in the federal district applicable to Avon Park, Florida. Neither party to the Agreement shall assign this Agreement without the written consent of the other; nor shall Consultant assign any monies due or to become due to it under the Agreement without the prior written consent of City. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on all the parties and their respective successors and assigns.

9. CAPTIONS; EXHIBITS

All exhibits hereto are incorporated herein as part of this Agreement. The captions appearing with the article or section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

10. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions of this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel if so desired, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against either of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.

11. NOTICE

Notices required herein shall be sent by hand delivery or by major U.S. courier service (FedEx, UPS, Express Mail, DHS) to the following persons from each party:

11.1 **To the City:** Mark Schrader, City Manager, 110 East Main Street, Avon Park, FL 33825

11.2 **To the Consultant:** _

12. ATTORNEYS' FEES AND COSTS

If either party takes legal action to enforce the terms or conditions of this Agreement, whether through court or by arbitration, the prevailing party shall receive all costs of the action, including reasonable attorneys' and paralegals' fees, including appeals.

13. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between City and Consultant are attached to this agreement, are made a part of this agreement, and consist of the following:

13.1 This Agreement.

13.2 Bid Documents (Composite Exhibit "A")

13.2.1 Request for Proposals Document Cover Sheet and Bid Documents ("A1")

13.2.2 Addenda and Responses to Inquiries Regarding City Specifications and Drawings (Exhibit "A2")

13.2.3 Consultant's response bid and related documents (Exhibit "A3")

13.2.4 Insurance Certificates (Exhibits "B1 – Bx")

CONSULTANT

Witnesses:

Printed name: _

By: **DO NOT SIGN**
_ , President

Printed name: _____

CITY

ATTESTED:

CITY OF AVON PARK, FLORIDA

Christian Hardman, City Clerk

By: _
Garrett Anderson, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr, City Attorney

FORM 3

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A - REV. 1/07 (Refer to Rule 34-7.010(1)(c), F.A.C.) (Rev. 9/2013)

FORM 4 NON-COLLUSION AFFIDAVIT

The undersigned Affiant, being duly sworn, deposes and says that:

1. Affiant is _____ of _____, the Consultant that has submitted the attached proposal;
2. Affiant is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Avon Park, Florida or any person interested in the proposed Contract; and
5. The cost proposals in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Consultant or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. Further, the Affiant sayeth not.

Signature

Title

Print Name

Date

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.

(Seal)

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

FORM 5
SWORN STATEMENT ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: CITY OF AVON PARK, FLORIDA;
[Print name of the public entity]

By: _____
[Print individual's name and title]

For: _____
[Print name of entity submitting sworn statement]

Whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or,

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**:

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Company Name]

[Signature & Title]

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.

(Seal)

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: _____

FORM 6
ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1. Your Company Name		
2. Type of Incident (check appropriate box)	<input type="checkbox"/> Alleged Negligence	<input type="checkbox"/> Alleged Breach of Contract
3. Date of Incident		
4. Who Took Action Against Your Company? (Include name, state, and City.)		
5. What was the initial circumstance for this action?		
6. What was the final outcome of this action?		

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write "NONE" on the page and return it with the company name completed.

Page Number of

Update the page numbers to reflect the current page and the total number of pages for this form. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

FORM #7

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
- _____ does:

(Name of Company)

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

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

Signature

Title

Print Name

Date

Form #9

EMPLOYMENT ELIGIBILITY VERIFICATION -- E-VERIFY

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees the Consultant hired during the term of this Agreement. The Consultant shall include in all subcontracts under this Agreement, the requirement that subConsultants performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subConsultant hired during the term of the subcontract.

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful Consultant will complete and submit the attached form "Affidavit Certification Immigration laws".

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

ITB #23-02: CDBG-MIT PROGRAM MANAGEMENT SERVICES

The CITY OF AVON PARK will not intentionally award city contracts to any Consultant who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Consultant of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

[Company Name] _____
[Signature & Title]
STATE OF FLORIDA
COUNTY OF _____
Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, 20_____, by _____. Personally known: _____ OR
Produced Identification: _____ Type of Identification Produced: _____

(Seal)

Print, Type/Stamp Name of Notary

Signature of Notary Public _____

FORM #10
CONSULTANT/VENDOR REFERENCES

Name of company submitting bid: _
Name of Company Contact Person: _

References

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

ALL PROPOSALS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and firmly bound unto the Sponsor in the full and just sum of _____ Dollars (\$_____.00) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, joint and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Solicitation, dated _____, 20_____, for a Contract entitled:

Avon Park RFP #23-02: CDBG-MIT PROGRAM MANAGEMENT SERVICES

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with City of Avon Park, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the City of Avon Park the difference between the amount specified in said Solicitation and the amount for which the City of Avon Park may procure the required work and/or supplies, provided the latter amount to be in excess the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above written parties here executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

[Company Name as "Principal"]

By: _____
[signature of President]

AFFIX SEAL

Printed Name: _____
Business Address: _____

[Corporate Surety]

By: _____
[Authorized Agent]

AFFIX SEAL

Business Address: _____
