

CITY OF STARKE

REQUEST FOR QUALIFICATIONS

**DRINKING WATER PLANNING
AND DESIGN SERVICES**



**RESPONSES ARE DUE BY
NOVEMBER 12, 2021 AT 4:00 PM (EST)**

**CITY OF STARKE, CITY HALL
209 NORTH THOMPSON STREET
STARKE, FLORIDA 32091**

1 INTRODUCTION

1.1 Summary

Pursuant to the provisions of Section 287.055, Florida Statutes (the “Consultants Competitive Negotiation Act”) the City is seeking Statements of Qualifications (“SOQs” or “Submissions”) from qualified individuals and engineering firms to provide professional services for the City's Drinking Water system. The services will include, but not be limited to, funding and grant administration, preliminary design, and final design services.

1.2 Background

The City of Starke (“City”) was incorporated in 1850 and is located in the northeast region of Florida, in Bradford County. The City of Starke is known for its beautiful fresh water lakes and strawberries. It is 25 miles north of the City of Gainesville (home to the University of Florida) and 60 miles southwest of Jacksonville, Florida. The city has a small-town residential atmosphere that overflows with hospitality, historical landmarks, and managed wildlife areas. The current population is estimated at approximately 5,400 people.

The City recently determined certain improvements to its Drinking Water System were necessary for the City to continue to provide a reliable source of drinking water to its citizens and businesses. The first step to fulfilling these improvements is the development of facility planning and design documents for necessary improvements to the Drinking Water System and the City is seeking funding from the State of Florida Department of Environmental Protection for the purpose of developing these planning documents. The construction of the facilities arising from these planning and design documents are not included in the scope of this Request for Qualifications and will be the subject of an anticipated future procurement solicitation.

1.3 Contact Information

Drew Mullins

City Manager

209 North Thompson Street

Starke, FL 32091

Email: DMullins@CityofStarke.org

Phone: 904-368-1330

1.4 Timeline

Release of RFQ

October 27, 2021

Inquiry Deadline

November 5, 2021, 11:00am

Submittal Deadline

November 12, 2021, 4:00pm

Evaluation

November 17, 2021

Intent to Award

November 19, 2021

Award

December 7, 2021

2 SUBMISSION REQUIREMENTS

2.1 Submissions Generally

Sealed Submissions will be received at the City of Starke City Hall, 209 North Thompson Street, Starke, Florida, 32091, until November 12, 2021 at 4:00 PM local time, at which time they will be publicly opened, and those providing timely and properly submitted submissions will be announced. All Proposers or their representatives are invited to be present. Submissions shall be delivered and addressed to, City of Starke, Attn: Jimmy V. Crosby, Jr., City Clerk, c/o Lisa Terry, Deputy City Clerk, 209 North Thompson Street, Starke, Florida 32091 and shall be labeled "DRINKING WATER PLANNING AND CONSULTING SERVICES".

Any Respondent wishing its Submission to be considered is responsible for making certain its Submission is received in the City by the proper time and at the property location. No oral, telegraphic, electronic, facsimile, or telephonic Submissions or modifications will be considered unless specified herein. Submissions received after the scheduled Submittal Deadline will not be considered. It is the responsibility of the Respondent to see that any Submission submitted shall have sufficient time to be received by the City before the Submittal Deadline. Late Submissions will be returned to the Respondent unopened.

Proposers must submit ONE (1) Original and TEN (10) Photocopies of your Submission, ONE (1) electronic copy (on a USB thumb drive) and one (1) sealed proposed Contract for Services (to submit in a separate sealed envelope) with your submission. The proposed Contract for Services is intended to expedite the contract negotiations process with the Respondent ultimately selected by the City and is intended to be a possible starting point for negotiations with the selected Respondent. The sealed envelope containing the proposed contract for services will only be opened by the City following evaluation and ranking of the submissions based only on qualifications, and then only for the respondent with which the City is negotiating. It may or may not be the basis for the contract ultimately accepted by the chosen Respondent and the City. The Submission shall be signed by a representative who is authorized to contractually bind

the Respondent.

[] PRE-SUBMISSION CONFERENCE IS SCHEDULED – Not applicable.

2.2 Statement of Qualifications

To receive consideration, SOQs shall be submitted in accordance with this RFQ. Any erasures or corrections on the SOQ must be made in ink and initialed by the respondent in ink. All information submitted by the respondent shall be printed, typewritten or filled in with pen and ink. SOQs shall be signed in ink. Separate statements of qualifications must be submitted for each RFQ issued by the City in separate sealed envelopes properly marked. When a particular RFQ requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Respondents shall use any forms provided by the City as part of the RFQ in their response to the RFQ. These forms may be duplicated, but failure to use the forms may cause the Submission to be rejected as non-responsive.

- 2.2.1 All copies of the Submissions must contain an original manual signature of the authorized representative of the Respondent. Submissions shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Submission must be shown.
 - 2.2.1.1 Submissions by legal entities such as corporations or limited liability companies must be executed in the name of the entity by the President, Manager, or other appropriate official of the entity accompanied by evidence of authority to sign and bind the entity. The entity's address and state of organization must be shown below the signature.
 - 2.2.1.2 Submissions by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.2.2 All Submissions received from Respondents in response to the RFQ will become the property of the City of Starke and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 2.2.3 Each Respondent shall complete the Qualifications Statement Form and submit the same with its Submission. Failure to submit the Qualifications Statement Form and the documents required thereunder with the Submission may constitute grounds for rejection of the Submission

2.3 Respondents' Costs

The City shall not be liable for any costs incurred by Respondents in responding to this RFQ.

2.4 Questions, and Requests for Information and Clarification

- 2.4.1 A response to this RFQ does not constitute a bid. Therefore, the City retains the right to contact any/all respondents after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- 2.4.2 For information concerning this RFQ contact **Drew Mullins, City Manager at DMullins@CityofStarke.org**. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.
- 2.4.2.1 Any inquiry or request for interpretation received prior to the last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Submittal Deadline. Each prospective Respondent shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, its submittal will nevertheless be considered as though it had been received and acknowledged and the submission of his submittal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Respondent to verify that he/she has received all addenda issued before Submittals are opened. No verbal interpretations may be relied upon.
- 2.4.3 Questions should be sent to **Drew Mullins, City Manager, by email at DMullins@CityofStarke.org**.

2.5 No Exclusive Contract/Additional Services

Respondent agrees and understands, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees the City may, at any time, secure similar or identical services for different City projects at its sole option.

2.6 Mistakes

Respondents are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFQ. Failure of the Respondent to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a Submission.

2.7 Rejection Of Submissions

The City reserves the right to accept or reject any or all Submissions, part of Submissions, and to waive minor irregularities or variations to specifications contained in Submissions, and minor irregularities in the Submission process.

2.8 Resolution Of Protested Solicitations And Proposed Awards

All protests of this solicitation shall be filed and processed as set forth in Section V of the City's Purchasing Policy.

2.9 Legal Requirements

- 2.9.1 Applicable provisions of all federal and state laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all Submissions 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. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof.
- 2.9.2 The Legal Advertisement, Notice of Request for Qualifications, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Respondents, Exhibits, Addenda and any other pertinent document form a part of this RFQ and by reference are made a part of any response to this RFQ.
- 2.9.3 Pursuant to Section 838.22(1) Florida Statutes, it is unlawful for a bidder or Respondent to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Starke.

2.10 Minimum Requirements

- 2.10.1 Current Florida license as a professional engineer for applicable team members. The engineering firm will also have a current Florida license to offer engineering services.
- 2.10.2 A local office in which the work will be done located within 3 hours driving distance of the City of Starke.
- 2.10.3 Local staff with the capability of performing the required services being offered.
- 2.10.4 Demonstrated capability, past experience and expertise in professional services related to drinking water system design and construction management.
- 2.10.5 A Consultant must have a minimum of five (5) years' experience in the state of Florida in their area(s) of expertise.

2.11 Background Checks

The City reserves the right to require background checks of any personnel assigned by the successful Respondent to perform services under this contract. The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be required): **The specification (see Section 5 – Submission Documents) contains specific background check standards and requirements.**

2.12 Special Conditions

Any and all Special Conditions contained in this RFQ that may be in variance or conflict with the General

Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.13 Prohibition Of Interest

No contract will be awarded to a Respondent who has City elected officials, officers or employees affiliated with it, unless the Respondent has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Respondents must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Respondent and removal of the Respondent from the City's Bidder's List and prohibition from engaging in any business with the City.

2.14 Conflict Of Interest

The Respondent covenants it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Respondent further covenants no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

- 2.14.1 The Respondent represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Starke. Therefore, the Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Starke, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.15 No Contingent Fee

Respondent warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the contract arising from this procurement and it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the said contract. For the breach or violation of this provision, the City shall have the right to terminate said contract without liability at its discretion.

2.16 Public Records / Confidential Information

Florida law provides municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Respondent's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, submissions, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submissions, or final replies, whichever is earlier.

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JIMMY V. CROSBY, JR., CITY CLERK
209 NORTH THOMPSON STREET
STARKE, FL 32091
(904) 368-1301
LTERRY@CITYOFSTARKE.ORG**

SPECIFICALLY, THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. REQUEST FOR RECORDS; NONCOMPLIANCE.—
 - (a) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately

notify the contractor of the request, and the contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.17 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 bids on leases of real property to public entity, may not be awarded or perform work as a respondent, supplier, subcontractor, or consultant 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.

2.18 Non-Collusive Affidavit

Each Respondent shall complete the Non-Collusive Affidavit Form and shall submit the form with the Submission. The City considers the failure of the Respondent to submit this document to be a major irregularity and may be cause for rejection of the Submission.

2.19 Sub-Contractors

If the Respondent proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFQ response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.20 Cone Of Silence

A Cone of Silence shall apply as follows:

- 2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for Submissions, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the later to occur of the City Commission making a final award of a bid, giving final approval of a contract or contract amendment, rejecting all bids or responses to the Competitive Solicitation, or taking other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.
- 2.20.2 Any person or entity seeking a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or

entity's representative shall not have any communication with any City Commissioner, the City Manager, the City Clerk, and their respective support staff or any person or group of persons appointed or designated by the City Commission, the City Manager, or the City Clerk to evaluate, select, or make a recommendation to the City Commission regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written communications with legal counsel for the City or the Deputy City Clerk for the City.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid, proposal, or submission. The determination of a violation shall be made by the City Commission.

2.21 Performance And Payment Bonds/Irrevocable Letter Of Credit:

(No bond required if left blank).

2.22 Contract

A draft copy of the proposed Contract is made a part of this RFQ. The Contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Manager.

2.23 Drug Free Workplace

Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more Submissions which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Submission received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.24 Compliance With Laws

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.25 Respondent's Representation:

By virtue of its submission of this response to the RFQ, Respondent represents it has reviewed all information which it has reason to believe is relevant to the making of this Submission, including any necessary site inspections and field inspections, measurements and visits and there is no information which it does not possess which it believes is necessary to make a fully informed and accurate Submission.

2.26 Additional Provisions:

2.26.1 Correction on Submissions.

2.26.1.1 Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the City Clerk or designee prior to award. The unit prices shall not be changed.

2.26.1.2 A Respondent shall be permitted to correct clerical, non-judgmental mistakes of fact in their Submission by the City Clerk through a written directive.

2.26.2 Cancellation of Submissions.

2.26.2.1 Any time prior to the Submission opening date and time, the City may cancel or postpone the opening of Submissions or cancel the RFQ in its entirety.

2.26.2.2 After Submissions are open, any or all Submissions may be rejected by the City.

2.26.3 Withdrawal of Submissions.

2.26.3.1 Any Respondent may voluntarily withdraw or amend their Submission at any time prior to the opening of Submissions by providing written notice to the City. Amendments should be forwarded to the City Clerk, sealed and identified.

2.26.3.2 After Submissions are opened, vendors shall not be allowed to withdraw a Submission in less than ninety (90) days, or a specific time period stated in the RFQ with the following exception—the Submission is so outrageous as to be a prima facie evidence of a mistake, but a mistake that cannot be corrected by correction of mathematical computation.

2.27 Cancellation For Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.28 Scope of Work or Project Details

The City recently determined certain improvements to its Drinking Water System were necessary for the City to continue to provide a reliable source of clean water to its citizens and businesses. The first step to fulfilling these improvements is the development of facility planning and final design documents for necessary improvements to the Drinking Water System and the City is seeking funding from the State of Florida Department of Environmental Protection for the purpose of developing these planning documents. The permitting, bidding services, construction administration, and post-construction operational start-up and training services for the facilities proposed and necessary arising from these planning and design documents are not included in the scope of this Request for Qualifications and will be the subject of an anticipated future procurement solicitation.

2.28.1 The plan and final design documents should contemplate improvement, replacement, and/or new construction of the following for the City's Drinking Water facilities:

1. A new drinking water production facility with deeper Floridan aquifer wells along with transmission, distribution piping and storage
2. Evaluate the Drinking Water System in contemplation of implementation of a Drinking Water SCADA System
3. Select Drinking Water Pipe Replacement
4. Water Meter Change Out Program
5. A new Utility Operations and Emergency Center

The selected consultant(s) will not be responsible for funding, loan, and/or grant Administration. A third-party will be responsible for funding, loan, and/or grant administration through the duration of this contract.

2.28.2 The selected Consultant will provide all personnel and services required to ensure that the City complies with all aspects of the SRF Loan requirements. Scope of services include but are not limited to:

1. RFI Preparation and Submission - Gather appropriate data in design project, prepare the Request(s) for Inclusion for planning and design of improvements to the City's Drinking Water facilities, coordinate review/approval with the City, transmit to FDEP and any other actions required for the successful submission of the RFI(s).
2. FDEP Schedule Management/Coordination – Throughout the planning and design phase, coordinate with all parties to obtain and/or disseminate information related to the SRF process.
3. Public Meeting Presentations - Attend and present an analysis of the current status of the City's Drinking Water facilities, and suggested improvements thereto, along with any other required information at Public Meetings per the SRF Program requirements
4. Environmental Clearances - Gather appropriate design data, prepare the Environmental Clearance documentation for each project, coordinate review/approval with the City, transmit to FDEP and any other actions required for the successful submission of the Environmental Clearance(s)
5. Elevation to Fundable Status - Coordinate construction Priority List Management Hearing(s) action with FDEP to ensure the project(s) are elevated to the Fundable Portion of the Priority List
6. Loan Application(s) Preparation and Submission(s) - Gather appropriate data, prepare the construction SRF Loan Application(s), coordinate review/approval with the City, transmit to FDEP and any other actions required for the successful submission of the Loan Application(s)

7. Loan Agreement(s) Review - Review the design and construction SRF Loan Agreement(s) to ensure that the terms agreed to by FDEP are contained with and identify all requirements for which the City will be responsible.
8. Procurement Assistance – Where necessary, provide design review services to ensure all program requirements have been included in any procurement action.
9. Monthly Technical Services -- Process and provide any required reporting services, ensure accurate project files are maintained and any other actions required for the successful financial administration of the SRF Loan; take actions necessary for ensuring successful completion of the contract closeout, including Annual Audit and Project-Specific Audit assistance to the City as necessary
10. Other Grant Opportunities – Research and identify other grant opportunities for each project described in the facility planning documents, bring opportunities and apply for additional funding through local, state and federal programs as available and applicable.

2.28.3 Planning and Design

For the project: Data review, development of the basis of design for the selected alternatives described in the facility planning documents including but not limited to grouping and phasing projects, geotechnical investigations, boundary and topographic survey, engineering design calculations, operational/control strategy, well, hydraulic and process calculations, treatment facility site plan structural and architectural floor plan development and layout, wetland surveys, initial electrical loads, environmental assessments, and meetings and coordinating with City and operations staff. Summarize basis of design in technical memorandum with Engineer's opinion of probable construction cost.

The City reserves the right, in its sole discretion, to reject any and all submissions, to waive any irregularities and technical defects contained in a submission, to award the contract in its entirety, in part or not at all and to determine which firms are most qualified or best to enter into a contract, as it may deem to be in the City's best interests.

3 SPECIAL CONDITIONS

3.1 Licensing Requirements

Respondent shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their Submission. The successful Respondent will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any Submission submitted by a Respondent who is not properly licensed/certified at the time the Submission is submitted may be rejected as non-responsive.

3.2 Indemnification

Contractor shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of the contract arising from this competitive solicitation (the "Contract") including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, contractor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of the contract. To the extent considered necessary by the contract administrator and he City Attorney, any sums due contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to the Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

3.3 Scrutinized Companies

- 3.3.1 Respondent certifies it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 3.3.2 If the contract arising from this solicitation is for more than one million dollars, the Respondent certifies it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate such contract at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 3.3.3 The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 3.3.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-

stated contracting prohibitions then they shall become inoperative.

3.4 Insurance (applicable if box is checked)

- 3.4.1 [X] To ensure the indemnification obligation contained above, Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 3.4.2 [X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract.
- 3.4.3 [X] Contractor shall pay all deductible amounts, if any.
- 3.4.4 [X] Contractor shall specifically protect City by naming the City of Starke and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 3.4.5 [X] 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 property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- Premises and/or operations.
 - Independent contractors.
 - Products and/or Completed Operations for contracts.
- 3.4.6 [X] Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- 3.4.7 [X] 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.
- 3.4.8 [X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. 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, and must include:
- Owned Vehicles, if applicable.
 - Hired and Non-Owned Vehicles, if applicable.
 - Employers' Non-Ownership, if applicable.

- 3.4.9 [X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees 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 (s) must include:
- Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.
- 3.4.10 [X] Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$500,000.00) each occurrence
- 3.4.11 [X] Contractor shall furnish to the City Clerk a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.
- 3.4.12 [X] The certificate provided for the City of Starke must cite the City of Starke as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.
- 3.4.13 [X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 3.4.14 [X] City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City as an additional insured.

4 EVALUATION CRITERIA

The following criteria shall be used to evaluate the submittals. The establishment, application and interpretation of the evaluation criteria shall be solely within the discretion of the City.

The evaluation of SOQs is designed to evaluate the qualifications of Respondents and rank the Submittals from most qualified to least qualified, irrespective of fees charged by the Respondents.

Submittals should contain all information outlined in the Evaluation Criteria to be considered responsive. Submittals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors as a means of demonstrating the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Qualifications. The maximum points that shall be awarded for each of the Evaluation Criteria are detailed and described below.

The following factors will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation contained within the submission.

Each Evaluation Criterion will be rated and assigned points using the scoring guide below.

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Qualifications Provide scope-relevant experience and qualifications	Points Based	35 (35% of Total)
2.	Project Approach Proposed approach to project	Points Based	40 (40% of Total)
3.	Key Personnel and Schedule Requirements Provide resumes, references, and schedule availability	Points Based	25 (25% of Total)

Evaluation of the Proposals will be conducted by an Evaluation Committee "(Committee)" of qualified City Staff, or other persons selected by the City Clerk or his designee. The Committee will evaluate all responsive submittals received from Respondents based upon the information and references contained in the submittals as submitted. The Committee shall then rank from most qualified to least qualified (irrespective of fees charged by the Respondents) no less than three (3) and no more than five (5) submittals, assuming that three submittals have been received, that it deems best satisfy the Evaluation

Criteria.

The Evaluation Committee's findings and rankings will be reviewed by the City Commission. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may reject all submissions, adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize the City Manager to negotiate a contract with the firm it ranks as number one with the assistance of the City Attorney.

The City Commission may reject all submissions, adopt the ranking of the Evaluation Committee, or in its discretion, request presentations from the "short-listed" respondents, and thereafter re-rank the short-listed respondents based upon the information provided by the Evaluation Committee and the substance of the presentations to the City Commission.

Thereafter, contract negotiations may be initiated with the highest ranked firm using the Standard Services Agreement attached hereto as the basis for such contract. Should the City Manager or his designee, with the assistance of the City Attorney be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

5 VENDOR SUBMISSIONS

5.1 Submission Requirements

5.1.1 Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straight forward, economical manner.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

Be concise. Maximum number of response pages allowed is 40.

5.1.2 The following material is required to be submitted with your Proposal Package:

1. Title Page. Title Page showing the Request for Proposals' subject, the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
2. Table of Contents
3. Transmittal Letter. A signed letter of transmittal briefly stating the Respondent's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be the most qualified to perform the engagement, and a statement that the respondent, for ninety (90) days

following the Submittal Deadline, will inform the City of any material negative changes in its circumstances affecting the qualifications submitted.

4. Detailed Proposal. The detailed submission proposal should address all matters requested in this RFQ.
5. Executed copies of the Proposal Package—ALL QUESTIONS IN THE RFQ TO BE ANSWERED AND ALL FORMS TO BE COMPLETED.
6. Did you read through and confirm that you met all of the Submission requirements including the sections:

General Conditions

☐ Yes

☐ No

Special Provisions and Specifications

☐ Yes

☐ No

5.2 Submission Documents

Your submission documents should include the following:

1. Non-Collusion Affidavit
2. Authority to Execute Statement of Qualifications and any trailing proposed contract
3. Drug-Free Workplace Form
4. Public Entity Crime Statement
5. Respondent Information
6. Acknowledgement of Business Type
7. References
8. Qualifications Statement
9. Background Check Affidavit & Exhibit "A" (List of Employees) thereto
10. Submission Checklist

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she 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 the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from submitting a proposal in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted 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 Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, who is personally known to me or who has
produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT

A. If the Respondent is a corporation or limited liability company, attach to this page a certified copy of company resolutions of the board of directors or members (as applicable) of the company authorizing an officer or manager (as applicable) of the company to execute the Submission and the Contract contained within this document on behalf of the company. The City would prefer the use of the attached sample Resolution.

B. A company to which a contract is to be awarded will be required to furnish certificates as to its legal existence.

CERTIFIED RESOLUTION

I, _____ (Name), the person duly designated to maintain the records of the following company:

(company name),

a *(choose one)* ☐ corporation ☐ limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the

(choose one)

- ☐ Board of Directors
- ☐ Members
- ☐ Managers

of the said company at a meeting held in accordance with law and the by-laws or operating agreement of the said company.

"IT IS HEREBY RESOLVED THAT _____ (signatory name) the duly elected _____ (title of authorized signatory) of _____ (company name) be and is hereby authorized to execute and submit a Statement of Qualifications and Bid Bond, if such bond is required, to the City of Starke for _____ and such other instruments in writing as may be necessary on behalf of the said company; and that the Statement of Qualifications, Bid Bond, and other such instruments signed by him/her shall be binding upon the said company as its own acts and deeds. The above named person designated to maintain the records of the company shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Starke shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or

rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME: _____ TITLE: _____

SIGNATURE: _____

Given under my hand and the Seal of the said company this _____ day of _____, 2021.
(SEAL)

By: _____

the _____ (title) of _____ (company name)

NOTE: The above is a suggested form of the type of Company Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Starke that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under competitive solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under competitive solicitation, 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.

Bidder/Proposer's Signature

Title

PUBLIC ENTITY CRIME STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant 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 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the submission package on the specified Submission Deadline date. The undersigned respondent certifies that this submission package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this Request for Submissions.

BUSINESS ADDRESS OF PROPOSER:

Company Name

Address

City

State

Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF PROPOSER

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____

by: _____,

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **COUNTY OF:** _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by

*_____ who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

REFERENCES

Provide specific references for at least four customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar size, complexity and magnitude to the City. **Please do not include the City of Starke or City of Starke employees as references.** Additional references may be provided by attachment.

Respondent: _____

1. Organization: _____
 Address: _____
 Contact: _____
 Phone Number: _____
 Email address: _____
 Services provided: _____
 Years of Service: _____

2. Organization: _____
 Address: _____
 Contact: _____
 Phone Number: _____
 Email address: _____
 Services provided: _____
 Years of Service: _____

3. Organization: _____
 Address: _____
 Contact: _____
 Phone Number: _____
 Email address: _____
 Services provided: _____
 Years of Service: _____

4. Organization: _____
 Address: _____
 Contact: _____
 Phone Number: _____
 Email address: _____
 Services provided: _____
 Years of Service: _____

5. Organization: _____
 Address: _____
 Contact: _____
 Phone Number: _____
 Email address: _____
 Services provided: _____

Years of Service: _____

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____

Street: _____
City State Zip

Telephone No. () Fax No. ()

How many years has your organization been in business under its present name? _____ years

If Respondent is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

Under what former name(s) has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes ☐ No ☐ If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes ☐ No ☐ If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes ☐ No ☐ If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes ☐ No ☐ If Yes, explain: _____

Are you a sales representative ☐ distributor ☐ broker ☐ or manufacturer ☐ of the commodities/services that are the subject of this competitive solicitation?_

Have you ever received a contract or a purchase order from the City of Starke or other governmental entity? Yes ☐ No ☐

If yes, explain (date, service/project, bid title, etc.) _____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

BACKGROUND CHECK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the_(title) of_____and I certify that I have the authority to make the representations set forth within this Affidavit.
3. _____intends to enter into an agreement with the City of Starke to provide the services detailed in RFP #____.
4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to city property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
6. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or subconsultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
7. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

Executed this _____ day of _____, 2021.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 2021, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2021.
(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

Background Check Affidavit Exhibit "A"

List of Employees

[illegible]

BEFORE SUBMITTING YOUR SUBMISSION, MAKE SURE YOU

- _____ 1. Carefully read the SPECIFICATIONS and then properly fill out the relevant forms provided with this solicitation.
- _____ 2. Fill out and sign the **RESPONDENTS INFORMATION**.
- _____ 3. Fill out and sign the **NON-COLLUSION AFFIDAVIT** and have it properly notarized.
- _____ 4. Fill out and sign the **ACKNOWLEDGEMENT OF BUSINESS TYPE** and have it properly notarized.
- _____ 5. Sign the **CERTIFICATION PAGE (AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)**. Failure to do so will result in your Proposal being deemed non-responsive.
- _____ 6. Fill out the **QUALIFICATION STATEMENT**.
- _____ 8. Fill out the **REFERENCES PAGE**.
- _____ 9. Sign the **VENDOR DRUG FREE WORKPLACE FORM**.
- _____ 10. Sign the **PUBLIC ENTITY CRIME STATEMENT**.
- _____ 11. Fill out the **BACKGROUND CHECK AFFIDAVIT**.
- _____ 12. Clearly mark the SUBMISSION NAME ("**DRINKING WATER PLANNING AND CONSULTING SERVICES**") on the outside of the envelope.
- _____ 13. Submit ONE (1) Original AND TEN (10) Photocopies of your Proposal, ONE (1) electronic copy (on a USB thumb drive) and one (1) sealed proposed Contract for Services (to submit in a separate sealed envelope) with your submission.
- _____ 14. Submit Bid Bond (if required)
- _____ 15. Make sure your Submission is received by the City prior to the deadline. Late Submissions will not be considered.
- _____ 16. Include proof of insurance.
- _____ 17. Include copies of all Licenses and Certifications

**FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR
SUBMISSION BEING DEEMED NON-RESPONSIVE.**

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of _____, 202__ ("Effective Date"), by and between the City of Starke, a Florida municipal corporation ("City"), and _____ ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to _____ (the "Procurement Document") for _____; and

WHEREAS, based upon the City's assessment of Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and

internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.
3. **Services.**
 - a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
 - b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from _____.
 - c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
 - d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
 - e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
 - f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
 - g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance

of this Agreement.

4. Term of Agreement.

- a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):

☐ the Effective Date;

or

☐ the date of _____, 202__.

and shall remain in full force and effect for _____ ☐ years / ☐ months / ☐ days, or until termination of the Agreement, whichever occurs first.

- b. **Term Extension.** (Select appropriate box.)

☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.a.

or

☐ The Parties may extend the term of this Agreement for _____ additional _____ year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

- a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as, provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

- b. The City agrees to pay the Contractor the not-to-exceed sum of \$_____, for Services completed and accepted as provided in Section 15 herein if applicable, payable –

[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]

- i. ☐ in equal monthly payments of \$_____ beginning on the first day of the month commencing on _____, 202__, upon submittal of an invoice as required herein.

OR

- ii. ☐ on a fixed-fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.

OR

- iii. ☐ at the following hourly rates (select appropriate box):

☐ the hourly rate of \$_____;

or

- ☐ the hourly rates set out in Exhibit attached hereto, upon submittal of an invoice as required herein.

OR

iv. (DESCRIBE PAYMENT TERMS)

c. **Travel Expenses.** (Select appropriate box.)

- ☐ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

- ☐ The City shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by _____.

d. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to (select appropriate box):

- ☐ the designated person as set out in Section 18 herein;
- ☐ as provided in Exhibit C attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. **Personnel.**

- a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the

names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

7. Termination.

a. Contractor Default -- Provisions and Remedies of City.

- i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
- ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
- iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

b. City Default -- Provisions and Remedies of Contractor.

- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
- ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.

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- iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
 - c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
9. Confidential Information and Public Records.
- a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
 - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.
 - c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
 - i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - ii. Upon request from the City's custodian of public records, 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.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.

- iv. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact Jimmy V. Crosby, Jr., City Clerk, City of Starke custodian of public records at 904-964-5027, JCrosby@CityofStarke.org, 209 North Thompson Street, Starke, FL 32091.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
13. **Liability and Insurance.**
 - a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
 - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based

- thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.
14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.
16. **Subcontracting/Assignment.**
- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** (Select appropriate box.)
- ☐ This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section

shall be null and void.

or

- ☐ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.
18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor:

To the City:

City of Starke
Attn: City Manager
209 North Thompson Street
Starke, FL 32091

19. Conflict of Interest.
- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar

days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.
21. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
 - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(REMAINDER OF PAGE INTENTIONALLY BLANK)
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

[REPLACE THIS WITH CONTRACTOR NAME]

BY THE MAYOR OF THE CITY OF STARKE, FLORIDA

By _____, its _____

Honorable _____, Mayor

ATTEST, BY THE CLERK OF THE CITY COMMISSION
OF THE CITY OF STARKE, FLORIDA:

Jimmy V. Crosby, Jr., City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

EXHIBIT A
STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT B

INSURANCE REQUIREMENTS

[INSERT INSURANCE REQUIREMENTS AFTER CONTRACT REVIEW]

EXHIBIT C
PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Starke and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division – Accounts Payable
City of Starke
P.O. Drawer C
Starke, FL 32091

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

EXHIBIT E

DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Starke (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Starke shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
 - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Starke.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Starke, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Starke.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Starke's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Starke representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Starke Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

EXHIBIT F
PERFORMANCE BOND

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(Document to be Provided Prior to Agreement Execution if Required by Bid/Proposal Request)