



**REQUEST FOR PROPOSAL #48-0-2017/SB
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 5/2/2017
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PROCUREMENT CONTACT:
Susan Blair – CPPB
PHONE NUMBER: (321) 952-3424
FAX: (321) 952-3401
E-MAIL: susan.blair@pbfl.org

**PROPOSALS TO BE RECEIVED
NO LATER THAN 5:00 PM ON
TUESDAY, 5/23/2017**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Proposer Name:	FEIN Number:
Address:	Proposals are firm for 90 days Yes___ No___ Other_____
City, State, Zip:	Do you accept Visa? <input type="checkbox"/> YES <input type="checkbox"/> NO
Phone Number:	List of Deviations (if any) attached Yes___ No___
Fax Number:	If submitting a "NO PROPOSAL", state reason: _____
E-Mail Address:	_____

Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and three (3) copies, and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, **RFP No. 48-0-2017/SB – Financial Rate and Management Consultant Services**. Proposer's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Printed Name & Title

Title (typed or printed)

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)			
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Proposer has provided One (1) Original hard-copy Proposal (marked " ORIGINAL "), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation			
Proposer has provided the number of hard copies of their proposal (marked " COPY "), as referenced in Section I (page 4)			
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III			
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)			
Proposer has completed, signed (blue ink) and included their Proposal Form			
If applicable, Proposer has provided a signed Conflict of Interest statement			
Proposer completed and included their Reference Form			
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)			
Proposer has signed (blue ink) and included their Proposer's Insurance Requirements Acknowledgement			
Proposer has completed and included their Business Location Certification Statement (not required for Class "D")			
Proposer has included a copy of business tax receipt (occupational license)			
Proposer has signed and notarized & included their Non-Collusion Affidavit			
Proposer has signed and included their Palm Bay Utilities Department Environmental Policy Form			
Proposer has read, understood, and submitted all required documentation for proposal evaluation.			

 Authorized Signature

 Company

 Printed Name & Title

 Date

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SECTION I

INTRODUCTION & INSTRUCTIONS TO PROPOSERS

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Proposals for Financial Rate & Management Consultant Services.

PROPOSAL DUE DATE & TIME: TUESDAY, MAY 23, 2017 5:00 P.M. Proposal packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Proposals are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 5/24/2017. **Only the NAME of the firms who submitted a response to this Request for Proposal will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907.

All Proposals must be executed and submitted in a sealed package. Proposer shall mark Proposal package, **RFP No. 48-0-2017/SB – Financial Rate and Management Consultant Services**. Proposer's name and return address should be clearly identified on the outside of the package.

Proposer shall submit four (4) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, must be submitted in two (2) separate envelopes. **Envelope #1** shall contain response to **all non-cost factors** as identified under the heading CRITERIA on pages 15 to 17 (all criteria **EXCEPT** Tab 10 Cost Proposal). **Envelope #2** shall contain **Tab 10 Cost Proposal** (one (1) original and three (3) copies).
- Additionally, proposer shall submit an electronic PDF copy on compact disk (CD) or flash drive of the entire proposal (including rate schedule) complete with all supporting documentation.
- Three (3) hard-copies (marked "COPY") of Envelope #1 contents only.

Each envelope will identify the RFP name and number, the name and address information of the submitting firm and will be clearly marked as to envelope Number One or envelope Number Two.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addenda are available online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>.

Proposals not submitted on the enclosed Proposal Form may be rejected, unless stated otherwise in the Proposal documents. If a Proposer wishes not to submit a Proposal, complete and return the "NO PROPOSAL RESPONSE" on Page 1.

A Pre-proposal meeting will be held on May 9, 2017 at 9:00 A.M. in the Utilities Department Conference Room located at 250 Osmosis Drive SE, Palm Bay, Florida. This pre-proposal meeting will allow the proposer to bring forward any questions concerning this proposal.

For information concerning procedure for responding to this Request for Proposal (RFP), contact Susan Blair – CPPB, Procurement Contract Administrator; Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: Susan Blair – CPPB, Procurement Contract Administrator; Procurement Department. Questions may also be sent via fax at (321) 952-3401 or e-mail at susan.blair@pbfl.org. Questions received less than seven (7) calendar days prior to proposal due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Procurement Department will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal. Addenda information will be posted online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>. Proposers are responsible to check any of these locations for updates.

AWARD - Award will be made to the lowest and best responsible offeror whose Proposal is determined by the City, to be in the best interest of the City.

COMMITTEE MEETINGS & INFORMATION: The Notice of Committee Meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907, at <http://www.demandstar.com>, and at www.publicpurchase.com. Links to both sites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>.

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.11 and s. 24(b) Art. I of the State Constitution.

CONFLICT OF INTEREST – The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: The submission of a bid in response to this Invitation for Bids constitutes a contractual agreement, at the option of the Successful Proposer, for the same prices, terms and conditions, to other governmental and

quasi-governmental agencies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

EX PARTE COMMUNICATION: Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in Section 38.20 of the City of Palm Bay Code of Ordinance.

(A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents or representatives) and the City (its members, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following periods:

- (1) From the date of advertising of the solicitation through award of a contract; and
- (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.

(B) **Exclusions:** This requirement shall not prohibit:

- (1) **Pre-Bid and Pre-Proposal Meetings:** Meetings called or requested by the Chief Procurement Officer and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the City's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Chief Procurement Officer.
- (2) Solicitation documents may provide for communications from bidders or proposers to designated Procurement Department staff or discussion at meetings called or requested by the City pursuant to this subsection.
- (3) Addressing the City Council regarding non-procurement topics at public meetings.
- (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications outside those meetings;
- (5) Contacts by the City's current contractors but only in regard to:
 - (a) any work being performed on City projects unrelated to the solicitation, or
 - (b) any City projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response

- or have not submitted a response to any solicitation documents for those projects;
- (6) Communications between the Chief Procurement Officer or other City representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
 - (7) Contacts by bidders and proposers (actual or potential) and the City regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
 - (8) Communications between the Chief Procurement Officer and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
 - (9) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGE: By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC ENTITY CRIMES – By submission of response to the City's Request for Proposal on this project, proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation **are exempt** from Section 119.07(1) and 24(a) Article I of the State constitution **until such time as the agency provides a notice of an intended decision or until**

30-days after opening the bids, proposals, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, proposals or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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.
- c. 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.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Procurement Department, 120 Malabar Road SE, Palm Bay, Suite 200, Florida 32907; 321-952-3424 or procurement@pbfl.org

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on proposal sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals will be posted at least five (5) business days in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and www.publicpurchase.com. Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by contacting the Procurement Department.

RESPONSIBLE OFFEROR: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

RESPONSIVE OFFEROR: A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

TERM - The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails

to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

Points for Location for the Request for Proposals process: In accordance with the definition of Class "A", Class "B" and Class "C" Businesses contained in City Code of Ordinance Chapter 38 for Local Preference, the following points for location will be incorporated into the RFP solicitation document (maximum possible points of 10%):

- a. Class A Business – 10%
- b. Class B Business – 7.5%
- c. Class C Business – 5%

Definitions: The term "**Business**" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- a. **Class A Business** – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- b. **Class B Business** - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- c. **Class C Business** - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Brevard County.
- d. **Class D Business** – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

Provided that: 1) A Business can only qualify for one class preference level; 2) A Business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Class A, Class B, or Class C status; 3) A Business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A, Class B or Class C Business, with respect to the business's location; and 4) The City may require, at the City's discretion, from a Class A or Class B business, evidence of employee's residency through the production of current Florida Drivers Licenses, copies of Brevard County tax bills; current utility bills (i.e. water, electric), or other type of similar documentation that demonstrates that the employee's residence is physically located within the City of Palm Bay. 5) Post office boxes or mail house mailing addresses do not qualify.

The term "**Budget Cost**" shall mean the estimated cost of the project as determined by the appropriate Department Director and certified to the Chief Procurement Officer prior to the opening of said bid. For multi-year agreements, "Budgeted Cost" will be calculated on the actual estimated annual expenditure; for one-time purchases, calculation will be based on the current year budgeted amount.

Additional points for location shall not be applied in the following circumstances:

- 1. The business submits a response that exceeds the projected budget cost;
- 2. The price bid is in excess of one million dollars (\$1,000,000⁰⁰);
- 3. State statute, federal law, or applicable county ordinance prohibits the use of local preferences;

4. The work is funded in whole or in part by another governmental entity, and their laws, rules, regulations, grant, or policies prohibit the use of local preferences;
5. Emergency purchases;
6. Sole source purchases;
7. Cooperative purchasing agreements or utilization of other agency contracts;
8. The Chief Procurement Officer, City Manager or City Council has determined that the business is not responsive, not responsible, or otherwise unqualified to perform the work.

CONTRACTOR SECURITY ID CARDS: All vendors and contractors who enter into a business arrangement with the City will be required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of their awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, as amended by City Ordinance Number 2007-96. For more information view [Public Protection Act - Chapter 98 in the Code of Ordinances](#).

Your "Contract Employee" is defined as: *"Any individual who is employed regularly, seasonally, on a per diem basis, whether or not compensated, to fulfill a duty or obligation of the contractor in or for the City of Palm Bay. Contract Employee shall not include employees of the contractor who do not perform duties within the city limits or who do not have regular contact with the public as a representative of the City."*

Prior to being issued a City security ID card, the contractor shall complete the [application](#) which acknowledges, under penalty of perjury, that the contract-employee works or provides service for the contractor, whether for compensation or not, and authorizes the issuance of a City security ID card to the Contract Employee. The security ID card will provide limited information identifying the Contract Employee (including, but not limited to, name, date of birth, address, and either a driver's license number or the number of a state-issued identification card), and will provide an expiration date (which shall not be later than the term of the contract).

The City shall retain the right to verify the information contained on the application and shall require the Contract Employee to present his or her driver's license or state-issued identification card prior to sitting for a photograph or being issued a City security card. The City shall retain the right to request fingerprints of the contract-employee and/or conduct a background investigation if it is deemed necessary.

There are a few exceptions to the Public Protection Act which include:

- those who provide a service to the City, where the City is the consumer of such service and the contractor is repairing, maintaining or installing its equipment which has been leased or sold to the City (i.e., a repairman coming into a City office to repair a copy machine, Waste Management emptying dumpsters, etc.) and the Contract Employee has no significant contact with the public, regardless of the existence of a contract or other business arrangement;
- those who provide a service to the City where the City is a recipient of routine deliveries (i.e. Fed-X driver);
- the employees of any contractor whose business has more than five hundred (500) employees and which can document at least one other governmental client which is a county, a county school board, a sheriff's office, a municipality with a population of more than 70,000 persons, the State of Florida or an agency thereof (i.e., Water Management District, County Housing Authority, etc.) or the Federal Government or an agency thereof
- City Risk Manager approval of specific job assignments where the wearing of a security card poses an unusual risk or harm Contractors are responsible to determine how this law applies to their company.

SECTION II

AGENCY OVERVIEW

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with an estimated population of 110,000 residents, is the largest incorporated area in Brevard County.

(Please visit our official web site, www.palmbayflorida.org)

BACKGROUND

The City of Palm Bay owns and operates its own potable water treatment and distribution system that serves approximately 33,493 connections. The City of Palm Bay also owns and operates its own wastewater collection and treatment system that serves approximately 16,650 connections. Effluent from the City of Palm Bay's wastewater treatment (Water Reclamation) facility is in the form of reclaimed water for use by residential and commercial customers and currently services approximately 427 connections.

INTRODUCTION

1. The City of Palm Bay Utilities Department is seeking to enter into a professional services contract for Financial Rate and Management Consultant Services for ongoing and as-needed professional financial analysis and related services.
2. The City believes that an on-going relationship with a financial rate and management consultant is important and that a financial rate and management consultant should be available to provide services at times other than when performing a rate study.
3. Proposals will be accepted from qualified financial consulting firms located in the State of Florida with verifiable experience for those services listed in the Scope of Services.

SCOPE OF SERVICES

1. The scope of work includes, but is not limited to, financial planning, economic analyses, design and analysis of user rate structures and impact fee schedules. Contract will primarily be used for water, sewer, and reclaimed water system planning; development of capital improvement plans for water, wastewater and reclaim systems; water resource assessments and studies; and recommendations for capital funding, revenue sufficiency, and deposits for capital charges.
2. This contract shall allow for use by other City departments, as needed, for similar or related services.
3. The selected firm will provide the following financial rate and management services to the City of Palm Bay Utilities Department, including but not limited to:
 - a) Advise the City on the most efficient way of financing its construction projects.
 - b) Explain why one method of financing is more advantageous than another.
 - c) Assemble financial information for completion of financial plans, maintenance of financial strength and debt management.
 - d) Analyze the financial implications within intergovernmental and development agreements.
 - e) Analyze current debt and make forecast for debt capabilities based on Capital Improvement Plan (CIP) and revenue streams needed to accomplish debt payments.
 - f) Preparation and processing of loan applications.
 - g) Assist in the bond process.

- h) Periodically evaluate refinancing options in conjunction with the City's Financial Advisor.
 - i) Review and monitor utility rates and revenues to assess strategic long-range plans.
 - j) Evaluate the issuance of debt for municipal water and wastewater projects in conjunction with the City's Financial Advisor.
 - k) Financing for water treatment and wastewater treatment projects.
 - l) Provide assessment services, including development of methodology and allocation.
 - m) Assist in Ordinance preparation.
 - n) Other related services.
4. The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.
5. It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the services described.

SECTION III

REQUEST FOR PROPOSAL TIME LINE

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	5/2/2017
Pre-Proposal Conference	5/9/2017 at 9 am
Deadline for Questions	5/16/2017
Submission Deadline (RFP close date)	5/23/2017 at 5 pm
RFP Opening Date	5/24/2017 at 10 am
Short List Created, if needed	Week of 6/5/2017
Interviews/Presentations, if needed	Week of 6/12/2017
Final Selection	NLT 6/16/2017

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

Description

- 0= No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
- 1= **"Poor"**: Proposal is lacking or inadequate in most basic requirements for the specific criteria.
- 2= **"Below Average"**: Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.
- 3= **"Average"**: Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the City's needs.
- 4= **"Above Average"**: Proposal more than adequately meets the minimum requirements of the specific criteria, and exceeds those requirements in some aspects.
- 5 = **"Excellent"**: Proposal exceeds the minimum requirements in most aspects of the specific criteria.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of **5 X's** weighted value of **10** = Maximum of **50-Points**).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include qualifications and experience, project team, management & quality control and approach; public involvement experience and innovation. Weight for location will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

CRITERIA

Proposers shall include the following information in their written response document.

- **Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.**
- **Submit packages in the format outlined below.**
- **Submittals should be concise and provide only the information requested. Additional data will not be considered.**
- ***The use of three-ring binders is highly discouraged.***

Title Page: (Non-scored)

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: (Non-scored)

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 – Completed Forms: (Non-scored)

- Proposer's Information Form (page-1)
- Check List of Submittal Requirements (pages 2)

Tab 3 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 4 – Firm Profile (5 page limit) (maximum 5 x 2 = maximum 10 points)

1. Provide a brief historical summary of the firm; include number of years in business, number of employees.
2. Provide a narrative describing your resources and ability to accomplish the work.
3. Provide detail on pertinent published articles, presentations, etc.
4. Please disclose all litigation in related scope that your firm has been involved in, in the past five (5) years, and the outcome of the litigation.

Tab 5 – Previous Experience (5 page limit) (maximum 5 x 3 = maximum 15 points)

1. Describe past experience in providing similar services to Municipal Utilities (water, wastewater, reuse) located in the State of Florida.
2. Provide a current client listing of public sector clients outside of Municipal Utilities and what department was involved.

3. Provide a minimum of three (3), one (1) page project summaries for projects involving a similar project, per the Scope of Services, that best illustrate the team's ability to provide the requested services, completed within the last five (5) years. Discuss the approach used, tools used (software, etc.), the work products provided, and the outcome of the project. For each project example, at a minimum, provide the project name, a detailed description, relevant date(s), and owner contact information (name, title, phone number, and email). Project summaries may not include the City of Palm Bay.

Tab 6 – Project Team (6 page limit) (maximum 5 x 3 = maximum 15 points)

1. Provide an organizational chart.
2. Identify the Project Manager.
3. Identify the primary contact for the City, if other than project manager.
4. Identify additional key team members that will be assigned to the City (maximum of 4).
5. For key team members provide the following information, one (1) page per individual:
 - a. Current position in firm.
 - b. Clearly identify what the individual's role will be.
 - c. How long has this individual been employed with the firm?
 - d. Number of years of relevant experience.
 - e. Applicable education, license or accreditation.
 - f. What is the availability of the individual to time to the City?

Tab 7 – Project Management and Quality Control (6 page limit) (maximum 5 x 4 = maximum 20 points)

1. Describe how the project team assigned to the City will be managed and how staff will be allocated.
2. Discuss the average percentages of managerial, technical and administrative staff allocated to a typical project.
3. Discuss the firm's quality control program describing your philosophy for control of the project quality, scope, schedule and budget, include any tools, procedures, best practices, etc., and how they will be leveraged to provide value.
4. Identify the team member responsible for ensuring compliance with schedule and budget constraints.
5. Describe additional staff resources that would be available.
6. Discuss the firm's recent, current and projected workload.
7. Describe the firm's responsiveness to the City relative to other clients.
8. Describe how the team responds to problems relative to errors and omissions. Give specific examples of how the firm has handled errors and omissions claims of similar scope of work from previous clients. Examples may not include the City of Palm Bay.

Tab 8 – Project Approach (6 page limit) (maximum 5 x 5 = maximum 25 points)

Explain in concept how the project team would approach the following projects (3 pages maximum for each), include what tools would be used. Provide a high level overview of project approach and discuss methodologies. Discuss team organization, logical sequence of work, agency coordination, quality control and other critical phases. Proposers may offer alternative solutions/options to achieve successful completion of the Scope of Service. These are sample projects for illustrative purposes only.

1. Approach to special assessments.
2. A full rate study (revenue sufficiency analysis, cost allocation, rates and impacts fees, and other fees).

Tab 9 – Public Involvement Experience and Innovation (2 page limit) (maximum 5 x 1 = maximum 5 points)

The selected consultant will be required to handle various public involvement situations that may include Council presentations and public workshops regarding projects. Provide information as to how the team, within the current staff of the firm (no sub-consultants), would handle public

involvement activities. Identify the person(s) responsible for public involvement and comment on any innovative approaches the team may employ to engage the public.

Tab 10 – Cost Proposal (2 page limit) (maximum 5 x 2 = 10 maximum points)

Provide an hourly rate fee schedule, in a **separate sealed envelope**, which lists an all-inclusive billable hourly rate for professional fees, per title i.e. Principal, Project Manager, Clerical etc. Proposed fee schedule shall include all direct and indirect costs.

Provide a narrative describing your approach to budget constraints and your cost containment protocol / procedures.

The cost proposal should be **included with the ORIGINAL proposal documents only and contained in a separate sealed envelope marked Envelope #2.**

Tab 11 - Additional Required Proposal Submittal Forms: (Non-Scored)

Identical Tie Proposal Sheet (if applicable); Proposer's Insurance Requirements Acknowledgement; Business Tax Receipt; Non-Collusion Affidavit; Corporate Resolution (if applicable), Palm Bay Utilities Department Environmental Policy Form

Tab 12 - Business Location Certification Statement (maximum points = 10% of total points assigned)

To qualify for Class "A" or Class "B", "C", include your Business Location Certification Statement (page 25) **and all required documentation** as defined in the Special Conditions located on Page 10 and 11 of this solicitation document.

- Class A Business – 10%
- Class B Business – 7.5%
- Class C Business – 5%

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone.

After review of the non-cost factors, cost proposals will be opened in a publicly noted public meeting. The evaluation team will then score the cost proposals. These scores will be added to the non-cost factors. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Procurement Department to schedule the top ranked firm(s) for oral presentations/interviews.

Formal Oral Presentations/Interviews (If Requested) (maximum 5 X 2 = maximum 10 points)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations are exempt from Public Meeting requirements (Section 286.011, Florida Statutes).

The City's Procurement Department will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award

After Oral Presentations/Interviews, the Committee members will have the opportunity to score oral presentations/interviews for all selected proposers and determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Chief Procurement Officer (CPO). Additional clarification may be requested during this process. The CPO will work with the Department Director for recommendation and award of contracts where the value is less than \$100,000.00.

In the event of contract awards that are equal to or in excess of \$100,000.00, the City will rank all complete written proposals received and/or formal presentations/interviews in order of preference and submit this ranking to the CPO. The CPO will make a recommendation for further action, if required by Ordinance, to the City Manager for review and placement on the Agenda for consideration by the City Council. The Chief Procurement Officer's decision (or City Council's when required by Ordinance) will be final.

SECTION IV



Proposal Form and Required Documentation

PROPOSAL FORM – Sheet 1 of 1
RFP NO. 48-0-2017/SB – FINANCIAL RATE & MANAGEMENT
CONSULTANT SERVICES

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No _____ Dated _____ Addendum No _____ Dated _____
 Addendum No _____ Dated _____ Addendum No _____ Dated _____

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Conflict of Interest: *The undersigned hereby declares that any person(s) employed by the City of Palm Bay, Florida, who has direct or indirect personal or financial interest in this bid or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).*

 Authorized Signature

 Address

 Printed Name & Title

 City, State, Zip Code

 Company

 Telephone Number

 Date

 Fax Number

 Email Address

 Cell Phone Number

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 prohibitions.
- 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 be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 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 Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

AUTHORIZED SIGNATURE

COMPANY

DATE

**CITY OF PALM BAY
PROPOSER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP #48-0-2017 – FINANCIAL RATE & MANAGEMENT CONSULTANT SERVICES**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Proposer shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

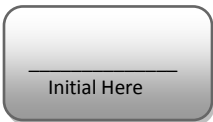
Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Proposer shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.
- B. Business Automobile: Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Professional Liability Insurance or Errors and Omissions Insurance: Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- D. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Successful Proposer shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.



Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance **as a named additional insured** (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

_____ Authorized Signature	_____ Address
_____ Printed Name & Title	_____ City, State, Zip Code
_____ Company	_____ Telephone Number
_____ Date	_____ Fax Number or Email address

BUSINESS LOCATION CERTIFICATION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that:

He/she is _____ of _____,
(Title) (Firm/Company)

has submitted the attached Proposal, and is requesting consideration for additional points assigned for this submittal to the Chief Procurement Officer of the City of Palm Bay. PLEASE REVIEW "SPECIAL CONDITIONS" of this RFP located on Page 10.

- (1) _____ is a **Class A** Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt **and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.**

Firm / Company Name

- (2) _____ is a **Class B** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt **or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.**

Firm / Company Name

- (3) _____ is a **Class C** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification.

Firm / Company Name

- (6) _____ is considered a **Class D** Business as defined in the City of Palm Bay Code of Ordinance and does not qualify for Business Location Certification. (Notary not required for Class "D")

Firm / Company Name

SIGNATURE: _____

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

Sworn to or affirmed and subscribed before me his _____ day of _____, 2017.

Personally known		Produced Identification		Type of Identification	
------------------	--	-------------------------	--	------------------------	--

Notary Public State of: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
Title _____ Firm/Company _____
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, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element 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 the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

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

(Signature of Notary Public)

(Name of Notary Typed, Printed or
Stamped)

Notary Public

(Serial Number)

(Notary's Seal)

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT
FINANCIAL RATE & MANAGEMENT CONSULTANT SERVICES**

This is an agreement entered into this ____ day of ____ 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and CONSULTANT NAME (FEI/EIN Number _____), CONSULTANT ADDRESS hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated herein and made an integral part of this Agreement:

1. The City's Request for Proposal No **RFP #, & RFP TITLE** Services (Exhibit 1).
2. Proposal Submittal for CITY prepared by CONSULTANT dated _____ (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- Specific direction from CITY Manager (or designee).
- This Agreement and any attachments
- Exhibit 1
- Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in the Attachment "A" Statement of Work and Attachment "B" Consultant's Proposal. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that it shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services set forth in Attachment "A" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with the CITY in scheduling and coordinating all phases of the work.
- D. Supervise and coordinate the work of any subconsultants.
- E. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- F. Report the status of the work to the CITY upon request and hold records, and other documents open to the inspection of the CITY or its authorized agent at any time during normal business hours.

- G. Submit for CITY review all data representative of the progress of the Work. Submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S warranty set forth above.
- H. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
- I. Interpret documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement.

SECTION 4.1-DELAY IN PERFORMANCE/FORCE MAJEURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT, nor CONSULTANT any liability to the CITY. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance, and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 – COMPENSATION

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with the Hourly Rate Schedule (Attachment A) for each hour of time engaged directly in the work.

Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Hourly Rate Schedule. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:

- a. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
- b. Courier Services.
- c. Facsimile (\$2.00 per facsimile).
- d. Photocopies (\$.0.15 per page).
- e. Long Distance and Conference Telephone Charges.
- f. 3rd Party expenses, such as printing, incurred on behalf of CITY.
- g. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment "A" and Attachment "B", and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt

Payment Act. Proposed fee schedule will include all direct and indirect costs.

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT and approved by the CITY.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed, and in which order. Should a work revision effect a change in scope, cost or schedule, the CONSULTANT shall submit such revision(s) for review and, if warranted, written approval shall be provided by the CITY.

The CONSULTANT shall commence work within _____ working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY unless such time is extended in writing by CITY, present written objections to the decision to the City Manager or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon their use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the express, written consent of the CITY Manager.

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 10 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the City Manager. The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not the cost of labor.

SECTION 11 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

The CONSULTANT'S representative will be:

CITY'S representative will be:

With Copies to:

Bobbie Marsala
Chief Procurement Officer
120 Malabar Road SE
Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by certified mail to the CONSULTANT at the last address left on the file with the CITY or immediately if delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

SECTION 12 - AUDIT RIGHTS

The City reserves the right to audit the records of the Consultant related to this Agreement at any reasonable time during the prosecution of the work included herein. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

SECTION 13 – PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 the City of Palm Bay purchasing and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 14 - SUBCONTRACTING

The CONSULTANT shall not assign, or transfer any work under this Agreement without the express, written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subcontractors of CONSULTANT. Subcontractors of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

SECTION 15 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 16 - TERMINATION/MODIFICATION OF AGREEMENT

1. The CONSULTANT agrees that the CITY may terminate this Agreement for any reason upon ten (10) days written notice to the CONSULTANT.
2. In the event of termination by the CITY, the CITY'S sole obligation to the CONSULTANT shall be for payment for those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination. In the event of such termination, the CITY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons or entities to perform the same or similar services. CONSULTANT shall not be entitled to any other amounts or damages including but not limited to anticipated profits, consequential damages or those set forth in Section 4 of this Agreement upon termination by CITY pursuant to this Section.
3. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
4. The terms of this Agreement may only be modified upon the written, mutual agreement of the CONSULTANT and the CITY.
5. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
6. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof, provided the CITY gives its written consent, CONSULTANT may retain copies of such documents for record purposes.

SECTION 17 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the duration of the PROJECT, unless it is terminated as provided herein.

SECTION 18 - DEFAULT

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by the CITY. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

SECTION 19 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, costs, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 20 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The Consultant shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay

as an additional insured with waiver of subrogation noted on the Certificate of Liability. . The policy of insurance shall be written on an "occurrence" form.

B. **Automobile Liability Insurance:**

Consultant shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

C. **Professional Liability Insurance or Errors and Omissions Insurance:**

Consultant shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim. CONSULTANT represents it is financially responsible for the deductible amount.

D. **Workers' Compensation Coverage:**

Consultant shall provide and maintain Workers' Compensation Insurance Coverage for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Consultant shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

E. **Insurance Certificates:**

The City of Palm Bay is to be specifically included on all certificates of insurance **as a named additional insured** (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

The Consultant shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Consultant shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 21 - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY to determine the CONSULTANT'S qualifications for future contracts with the CITY.

SECTION 22 - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement, and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 23 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.
- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, CITY shall, as provided in Section 8 of this Agreement, decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement and the CONSULTANT agrees that the CITY's decision on all claims or questions is final.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 24 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 25 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT, its subcontractors and subconsultants.

Furthermore, CONSULTANT covenants and agrees that it will not undertake the representation of any governmental entity, department or agency whose jurisdiction is within or covers any portion of Brevard County, Florida without the express, written consent of the City Council of the CITY.

Furthermore, CONSULTANT acknowledges that as of the effective date of this Agreement, CONSULTANT does not represent any client whose interest is currently adverse to the interest of the CITY. If during the term of this Agreement, CONSULTANT determines that a client it represents has or may potentially have an interest adverse to the interest of CITY, then CONSULTANT shall disclose such conflicting interest as required by this Section. Additionally, before proposing, advocating or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact CITY and its operations, CONSULTANT shall, consistent with this Section, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the City Manager.

The CONSULTANT further agrees that, in the performance of this Agreement, if any conflict of interest arises, it shall disclose, in writing, such interest to the CITY within three (3) days after the conflict arose. Such written disclosure shall provide sufficient information concerning the CONSULTANT's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which CONSULTANT is unable to provide the services described in this Agreement. The City Manager may take any action necessary to address the conflict of interest disclosed by CONSULTANT, including termination of this Agreement.

SECTION 26 - INDEPENDENT CONTRACTOR

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent contractors and not CITY agents or employees. CONSULTANT, its employees or agents, contractors and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, contractors or subcontractors shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 27-NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 28 -OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third party beneficiaries intended to be bound by or to enforce this Agreement.

- F. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the City.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 29-LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, suppliers, assignees and employees.

SECTION 30 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida. The parties hereto acknowledge and agree, for adequate and valuable consideration that they waive their right to trial by jury in any litigation that may arise out of any controversy that pertains to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2017.

ATTEST:

**CITY OF PALM BAY
BREVARD COUNTY, FLORIDA**

Terese Jones, City Clerk

By: _____
Bobbie Marsala, Chief Procurement Officer

WITNESS:

CONSULTANT COMPANY NAME

By: _____
(Name of Individual)

By: _____
(Name of Individual)

Printed Name

Printed Name





City of Palm Bay Utilities Department Environmental Policy

The City of Palm Bay Utilities Department has the responsibility to provide the citizenry of Palm Bay with superior drinking water and advanced treatment and disposal of wastewater. In recognition of the responsibilities that come with these activities, the Utilities Department is committed to Effective Utility Management (EUM) and conscientious stewardship of our water resources, the natural environment, and well-being of Utilities employees and the citizens of Palm Bay.

The Utilities Department has a commitment to manage its operations in compliance with federal, state, and local laws and regulations related to environmental quality and public and employee health and safety. The Utilities Department acknowledges that it is essential to the environment and health of the citizens that all operations and activities of the Department be conducted in accordance with EUM principles, which include sound environmental, health and safety practices. The Utilities Department is dedicated to build from a foundation of compliance with the aim of continuously improving environmental performance. To achieve this goal and promote sustainability, the Utilities Department will integrate the three decision making elements of the Sustainability Triple Bottom Line (environment, economy, and social equity). Specifically, the Department shall:

- Incorporate environmental considerations into our business decisions, activities, services, and products.
- Set measurable objectives to improve environmental and safety performance.
- Reduce the generation, discharge and emission of wastes to all environmental media - air, land, surface water, and groundwater - and if reduction is not a practical attempt alternatives such as conservation, recycling or reuse to limit waste creation.
- Anticipate emerging environmental issues and respond accordingly.
- Allocate and maintain, within our fiscal capabilities, resources for the effective implementation of environmental management and compliance programs.
- Encourage communication among employees, visitors, neighbors, and surrounding communities, suppliers, customers, regulatory agencies and the general public regarding Utilities Department's environmental issues.
- Implement a continuous improvement asset management system to minimize life cycle costs of equipment and infrastructure.

Every Utilities Department employee, intern, vendor, consultant, contractor, and volunteer has an obligation to comply with all applicable environmental laws and regulations and other Utilities Department requirements. Employee training will include a review of this policy and all applicable elements of GreenWay, our environmental management system.

☐ Consultant ☐ Contractor ☐ Vendor

Print Name

Company

Signature

Date

Utilities Department Director

10/18/16

Date

Issued: 05.05.16
Revision: 10

Print copies of this document are not controlled.