

REQUEST FOR QUALIFICATIONS  
RFQ 24-DS-07  
PROFESSIONAL SURVEYOR SERVICES

City of Edgewater, Florida  
104 North Riverside Drive  
Edgewater, FL 32132

RELEASE DATE: May 2, 2024

DEADLINE FOR QUESTIONS: May 21, 2024

RESPONSE DEADLINE: June 12, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/edgewater>

City of Edgewater, Florida  
REQUEST FOR QUALIFICATIONS  
Professional Surveyor Services

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## 1. City of Edgewater

### 1.1. [Legal Notice](#)

Notice is hereby given that the City of Edgewater is accepting Sealed Qualifications from interested and qualified firms to provide Professional Surveyor Services. Qualifications will be received until 2:00 pm, on Wednesday, June 12, 2024 via the City's e-Procurement Portal.

RFQ 24-DS-07

"Professional Surveyor Services"

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

In accordance with the "Consultants Competitive Negotiation Act" (F.S. 287.055), The City of Edgewater has issued this Request for Qualification (hereinafter, "RFQ") with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide Professional Surveyor Services in accordance with the terms, conditions, and specifications stated herein.

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

All required documents shall be completed and submitted through the [City's e-Procurement Portal](#).

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

This Public Notice has been posted on the [City's e-Procurement Portal](#), on the City of Edgewater Finance website: [www.cityofedgewater.org](http://www.cityofedgewater.org), and in the Lobby of City Hall on Thursday, May 2, 2024.

## 2. Introduction

Thank you for your interest in doing business with the City of Edgewater, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

The awarded respondent must be registered with the Florida Department of State and licensed to do business in the State of Florida.

### 2.1. Summary

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the “Consultants Competitive Negotiation Act” (F.S. 287.055), the City of Edgewater Finance Department (herein after, “City”) has issued this Request for Qualifications (hereinafter, “**RFQ**”) with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **PROFESSIONAL SURVEYOR SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on September 9, 2024 as approved by the City of Edgewater City Council (hereinafter, the “Council”), signed by all required parties, and filed with the City Clerk.

It is anticipated that multiple firms will be awarded a basic agreement to provide the necessary services for an initial period of three (3) years. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms.

Authorization for performance of services by the selected firm(s) under the basic agreements shall be in the form of written task assignments signed by the firm, executed and issued by the City. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under, and incorporate the terms of a work order or any other similar arrangement agreed upon by the City and the consulting firm. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic agreement.

An award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in Section 10 - Evaluation Phases of this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

### 2.2. Background

The City serves an area of 24.83 square miles with a population of approximately 24,334. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in the City of Edgewater's Annual Comprehensive Financial Report for fiscal year 2023 and in the City's Annual Budget for fiscal year (FY) 2024. Copies of these documents may be viewed at [www.cityofedgewater.org](http://www.cityofedgewater.org). The City of Edgewater is exempt from all state, local, and federal taxes.

### 2.3. [Contact Information](#)

**Purchasing Department**

Purchasing  
104 N Riverside Drive  
Edgewater, FL 32132  
Email: [purchasing@cityofedgewater.org](mailto:purchasing@cityofedgewater.org)  
Phone: [\(386\) 424-2400](tel:(386)424-2400)

**Department:**  
Development Services

### 2.4. [Timeline](#)

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

<b>Issue RFQ</b>	May 2, 2024
<b>Deadline for Questions</b>	May 21, 2024, 2:00pm
<b>Addendum Due</b>	June 5, 2024, 4:30pm

<p><b>RFQ Due/Opening Date</b></p>	<p>June 12, 2024, 2:00pm All proposals must be submitted via the electronic bid platform - OpenGov</p> <p>The Proposal Opening will be held in person as well as via Zoom</p> <p>In person: City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL</p> <p>Join Zoom Meeting <a href="https://us06web.zoom.us/j/87854037926?pwd=fyl79V1AkYpolgHnmBwbgbDtbkNqnk.1">https://us06web.zoom.us/j/87854037926?pwd=fyl79V1AkYpolgHnmBwbgbDtbkNqnk.1</a></p> <p>Meeting ID: 878 5403 7926 Passcode: 704329</p> <p>Call in • 888 788 0099 US Toll-free</p>
<p><b>Evaluation Committee Meeting (shortlist if needed)</b></p>	<p>June 27, 2024, 10:00am City Hall Conference Room 104 N Riverside Drive Edgewater, FL 32132</p>
<p><b>Shortlisted Firm Presentations (if needed)</b></p>	<p>July 11, 2024, 8:30am City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132</p> <p>The presentations (if needed) will be held via Zoom. Shortlisted Firms will be sent an invitation with the Zoom link with presentation times and focus questions.</p>
<p><b>Evaluation Committee for Recommendation (if needed)</b></p>	<p>Immediately following Shortlisted Firm Presentations</p>

<b>Notice of Recommendation</b>	July 15, 2024
<b>City Council Hearing Date</b>	August 5, 2024, 6:00pm

### 3. Instruction for Qualifications

#### 3.1. Delivery of Proposals

All Request for Qualifications are to be delivered before 2:00 pm, local time, on or before Wednesday, June 12, 2024 via the [City's e-Procurement Portal](#).

RFQ's received after the designated time will not be allowed on the [City's eProcurement Portal](#). For further information, please e-mail the Purchasing Specialist at [purchasing@cityofedgewater.org](mailto:purchasing@cityofedgewater.org).

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

#### 3.2. Inquiries

All questions related to this RFQ shall be submitted in writing through the Question/Answer Tab via the [City's e-Procurement Portal](#), on or before, Tuesday, May 21, 2024 by 2:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing, posted in the [City's e-Procurement Portal](#). All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the [City's e-Procurement Portal](#).

When asking questions, please be sure to enter each question separately.

#### 3.3. Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2023-R-05 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the RFQ. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Qualifications deadline, and has provided the information required to be submitted with the Qualification. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

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

#### 3.4. Pre-Proposal Conference

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



### 3.5. Compliance with the RFQ

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

### 3.6. Acknowledgment of Insurance Requirements

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

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

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

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

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

### 3.7. Bonding Requirements

By signing its Proposal, and if applicable, Proposer acknowledges that they have read and understand the bonding requirements for this Proposal. Requirements for this solicitation are listed below.

Not Applicable

### 3.8. Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

- A. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. Plus there shall be a minimum of three members of the committee, but always an odd number.
- B. Request for Qualifications issued.
- C. Subsequent to the closing of Proposals, the Purchasing Specialist and Project Manager shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published RFQ. In instances where both the Purchasing Specialist and Project Manager are appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Specialist shall endeavor to publicly

post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

- D. The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
- E. Prior to the first meeting of the evaluation committee, the City Clerk will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City Clerk shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- F. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

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

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

### 3.9. Ambiguity, Conflict, or Other Errors in the RFQ

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

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

### 3.10. Proposal, Presentation, and Protest Costs

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

### 3.11. Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to resolicit for Proposals, if desired, and upon recommendation and justification by the City to accept

the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

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

### 3.12. Prohibition Against Contingent Fees

Proposer must warrant that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

### 3.13. Prohibition against considering social, political or ideological interests in government contracting

Per Florida Statute 287.05701 - The awarding body may not give preference to a vendor based on the vendors social, political or ideological interests.

### 3.14. Requests for Clarification of Proposals

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

### 3.15. Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals. All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

## **4. Scope of Work**

### **4.1. General Description of Specifications**

The City of Edgewater seeks to establish a contract for a qualified firm to provide Professional Surveyor Services. The firm awarded the contract shall be paid on a flat fee basis and be responsible for providing Professional Surveyor Services including but not limited to: land surveying and mapping services. The City of Edgewater currently has an active contract with several firms for this type of service.

The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Edgewater. The successful proposer will hereinafter be referred to as the “Contractor”.

### **4.2. Eligibility**

Awarded firms must be qualified and licensed to provide professional surveyor services in the State of Florida.

### **4.3. Basic Services**

The City is seeking the services of a Professional Surveyor to provide land surveying and mapping services. Professional land surveying and mapping services to include, but not be limited to:

1. All those types of surveys depicted in the Florida Administrative Code chapter 5J-17.050, preparation of legal descriptions and expert witness.
2. Review of easements, deeds, property descriptions and other surveying documents for accuracy and completeness.
3. Survey and preparation of survey drawings, property descriptions, easement descriptions and right-of-way descriptions.
4. Survey and preparation of existing condition or as-built drawings including street plans and profiles, utility plans and profiles, topographic mapping and other mapping as required.

## 5. Terms and Conditions

### 5.1. Term

It is anticipated the City will contract for Professional Surveyor Services for an initial three-year period with two (2) one-year extension options. The City of Edgewater reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving one-hundred eighty (180) days written notice except as noted in section 5.8 Terms and Conditions – Termination.

### 5.2. City's Right to Inspect

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

### 5.3. Licenses

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

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

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

### 5.4. Principals/Collusion

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

### 5.5. Taxes

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

### 5.6. Relation of City

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

### 5.7. Term Contracts

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

### 5.8. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a one-hundred eighty (180) days written notice. The City shall be sole judge of non performance.

### 5.9. Liability

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

### 5.10. Assignment

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

### 5.11. Lobbying

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

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

### 5.12. Single Proposal

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

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

### 5.13. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures. NOTE: Protest Procedures are time sensitive and can be found via this link: <https://www.cityofedgewater.org/finance/page/purchasing-policies>

### 5.14. Prohibition of Gifts to City Employees

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

### 5.15. Immigration Reform and Control Act

The City will not intentionally award City contracts to any Firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in an 8 U.S.C. Section 1324 a(e) (Section 274A (e) of the Immigration and Nationality Act ("INA")).

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

### 5.16. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

### 5.17. Other Agencies

All Proposer(s) awarded contracts from this proposal or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded proposer(s).

### 5.18. Conflict of Interest Disclosure

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Firms must disclose within their proposal to the City of Edgewater the name of any officer, director, or agent who is also an employee of the City of Edgewater (hereinafter the "City"). Furthermore, all firms must disclose

the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the firm of any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.

#### 5.19. Drug-Free Workplace Provisions

In accordance with Florida Statue 287.087, firm certifies that:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the Implementation of the drug free workplace program.

#### 5.20. Public Entity Crimes Notification

Florida Statutes, Paragraph 287.133(2)(a), 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, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, or replies on leases of real property to a public entity; may not be awarded or perform



work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### 5.21. Non-Collusive Affidavit

The firm and its officers, partners, owners, agents, representatives, employees or parties in interest, swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Edgewater. The offer or submittal being made is genuine and is not collusive or a sham.

I certify that all information contained in the submittal is truthful to the best of my knowledge and belief. I further certify, under oath, that this submittal is made without any colluded, conspired, connived or agreed, directly or indirectly, with any other firm, person or corporation responding to this solicitation for the same product or service. I certify that the offer quoted/proposed in the attached submission is fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

#### 5.22. Employment Eligibility Verification System (E-Verify) Acknowledgment

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- A. Enroll in the U.S. Department of Homeland Security's E-Verify system; <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- B. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- C. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- D. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

#### 5.23. Scrutinized Vendor Certification

1. Firm hereby certifies under penalties of perjury, as of the date of this solicitation to provide goods and/or services to the City of Edgewater, that it:
2. Does not participate in a boycott of Israel; and
3. Is not on the Scrutinized Companies that Boycott Israel List; and
4. Is not on the Scrutinized Companies with Activities in Sudan List; and
5. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
6. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Edgewater shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

#### 5.24. Debarment and Suspension Certification

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this submittal.

#### 5.25. Public Act 2016-20 Public Records Requirements

All material submitted regarding this RFP becomes the property of the City. RFP documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

## **RECORDS / AUDITS**

The City of Edgewater 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 City in order to perform the service;
- b. Upon request from the City'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 City.

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

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

## **PUBLIC RECORDS CUSTODIAN**

**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:**

**CITY CLERK'S OFFICE  
CITY OF EDGEWATER  
104 N. RIVERSIDE DRIVE  
EDGEWATER, FL 32132  
(386)424-2400 X 1102  
CITYCLERK@CITYOFEDGEWATER.ORG**

## **5.26. Purchase Order Number**

This purchase order number and the seller's name must be clearly shown on all invoices, packing slips, delivery receipts, and correspondence. Failure to clearly indicate this purchase order number may result in the return of invoices.

### 5.27. Acceptance

All terms and conditions of this purchase order shall become part of the contract between the City of Edgewater and the vendor/seller; the vendor's/seller's different or additional terms will never become part of this contract.

### 5.28. Delivery, Title & Risk of Loss

Title shall pass to the City of Edgewater on delivery of the conforming goods to the designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the vendor/seller. Delivery shall not be complete until the goods and/or services have been received, inspected, and accepted by the City of Edgewater.

Collect shipments will not be accepted in the event that the city agrees to pay the freight, all freight charges shall be fully prepaid and included on the invoice. The original bill must be included with the invoice.

### 5.29. Warranty

The vendor/seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the vendor/seller knows the city's intended use, the vendor/seller warrants that the goods and/or services are suitable for the intended use.

### 5.30. Remedies

Regardless of whether goods are being sold, licensed or leased or whether services are being performed, the vendor/seller and the City of Edgewater agree that both parties have all the uniform commercial code rights, duties, and remedies available.

### 5.31. Conflict of Laws

This agreement to purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the City of Edgewater and the State of Florida.

### 5.32. Modifications

No modification in price, delivery, method or schedule, quantity, quality, specifications or any other term of the contract will be effective unless agreed to in writing, and signed by an authorized purchasing agent.

### 5.33. Taxes

The City of Edgewater, Florida is exempt from the payment of all federal excise taxes and sales taxes of the State of Florida, and generally all other state governments. Vendor/seller shall furnish the proper exemption certificate

State of Florida Sales Tax Exemption Number: 85-8013848356C7  
Federal Employee Identification Number: 59-6000-314

#### 5.34. Patents & Royalties

The vendor/seller, without exception, shall indemnify and save harmless the City of Edgewater and its employees from liability of any nature of kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Edgewater. If the vendor/seller uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the listed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved with the work.

#### 5.35. Invoicing/Payments

Furnish all invoices in duplicate and mail to the address indicated on the front. Send a separate invoice for each shipment. Include the correct purchase order number on each invoice. Unless previously agreed upon by both the city and vendor, all invoicing and payments will be as outlined in the Local Government Prompt Payment Act (FS 218. PART VII).

#### 5.36. Prices

If prices are higher than specified, do not ship without the purchasing agent's prior written approval.

#### 5.37. Clean Hands

By accepting this contract, the seller warrants that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of Edgewater code and do not owe the city any past due debt. The seller specifically agrees that the city may withhold any money owed the seller from this contract for any existing code violations and/or past due debt. If the seller misrepresents the status of the business, any officer or significant stakeholder, the city will consider this a material defect of this contract and shall have the right to immediately terminate it.

## 6. Insurance Requirements

### 6.1. Indemnification

The Contractor/Vendor/Consultant shall indemnify, defend, and hold harmless the City, including its elected and non-elected officials, officers, employees, agents, and volunteers from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor/Vendor/Consultant or its subcontractors, agents, employees or any person employed or utilized by Contractor/Vendor/Consultant in the performance of Contractor/Vendor/Consultant's obligations under this Contract.

### 6.2. Insurance Requirements

1. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
2. Commercial General Liability including Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form \$1,000,000 per occurrence/ \$2,000,000 Aggregate with no limiting endorsements.
3. Automobile Liability \$ 1,000,000 Each Occurrence  
Owned/Non owned/Hired  
Automobile Included
4. Other Insurance as indicated below:  
Errors and Omissions or Professional Liability \$ 1,000,000 Per Claim
5. Aircraft Liability (if applicable) \$ 1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
6. Pollution Liability \$ 1,000,000 Per Claim
7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
8. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability, Automobile Liability, and Pollution Liability where required.
9. Waiver of Subrogation in favor of the City of Edgewater on the General Liability, Automobile Liability, and Workers Compensation policies.

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

**City of Edgewater**

**Edgewater, Florida**

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

11. Thirty (30) Days Cancellation Notice required.

## **7. Contract/Agreement & All Required Forms**

Failure to provide the completed required forms may result the submittal being deemed non-responsive.

### **7.1. Terms and Conditions of Contract**

The City has developed standard contracts/agreements. The City strongly urges the Contractor to return a signed standard City contract/agreement contained within this RFQ with your submittal, in order to expedite final approval and execution of said contract.

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

The selected Consultant shall be required to sign a standard City contract within twenty one (21) days of Notice of Selection for Award.

### **7.2. Contract Award**

If awarded, a contract to provide these services will be effective on September 9, 2024 as approved by the City of Edgewater City Council (hereinafter, the "Council"), signed by all required parties, and filed with the City Clerk.

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

### **7.3. Required Forms**

Required forms are outlined in the Vendor Questionnaire section of this solicitation.



## 8. Submittal Requirements

### 8.1. Response Format - Overview

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

To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.

Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.

The items listed below shall be submitted with each Qualification and should be submitted via the Vendor Response section of the solicitation. . Failure by a proposer to include all listed items may result in the rejection of its Qualification.

### 8.2. Title Page

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

### 8.3. Proposal Executive Summary

Provide a brief history of the company and discuss the highlights, key features and distinguishing points of the proposal. The executive summary should be in the form of a letter that, at a minimum, includes:

- Name of individual, partnership, company or corporation submitting the proposal.
- City's RFQ number.
- Signature of representative(s) legally authorized to bind the Proposer.
- Statement that the business has experience providing professional consulting services for at least five (5) years.
- Statement that the Proposer's firm has not defaulted on a contract within the past five (5) years nor declared bankruptcy within the past three (3) years.
- Statement of the types of work and percentage of the value of the work that will be completed with in-house staff.

#### 8.4. Firm's Professional Qualifications and Project Team

List Consultant team members, including detailed resumes. Give brief bullets on education, training and experience for project personnel. Team members listed in the response must be available for work on City projects during the entire contract period. In the event a team member leaves the employ of the consultant during the contract period, another team member with equal or better experience and qualifications must be substituted.

#### 8.5. Past Record of Professional Accomplishments

A list, plus a brief description of completed public sector projects similar to City projects under consideration. Provide a reference list of public sector entities within the State of Florida for which similar services have been provided. Include the public entity's contact person, email address, and telephone numbers.

#### 8.6. Customer Listing

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

Information provided for each client shall include the following:

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

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

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

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the firm's performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems with the project?

- How was the quality/experience/personality of their personnel? (Specifically the project manager?)
- Would you use this firm again?

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

### 8.7. Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations

### 8.8. Other Documents

- Professional Certifications/Licenses
- Affiliations and/or memberships

### 8.9. Required Form Submittals

See [Contract/Agreement and All Required Forms](#) .

### 8.10. Negotiations

The City reserves the right to negotiate terms with the top-ranked Proposer including, but not limited to, scope of work, rates, fees, costs, expenses, reimbursements, project team member hours and project schedule. If the City and the top-ranked Proposer cannot come to agreement, the City may terminate negotiations and begin negotiations with the second-ranked Proposer. This process may continue until the terms are mutually acceptable or all Proposals have been rejected. No Proposer shall have any rights in the subject project against the City arising from such negotiations.

### 8.11. Formal Oral Presentations/Interviews (If Requested)

The final scoring will be wholly based on presentation ranking (10 points). Scores from the initial evaluation will not be “brought forward”. All shortlisted firms will be provided with a listing of focus items prior to the presentation meeting.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

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

#### **8.12. Drug-Free Workplace**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Edgewater, these services should be identified and included in the request response.

#### **8.13. Tie Breaker**

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

#### **8.14. Staff Availability and Capability to Meet Deadlines**

Current and projected workload for the project team which indicates the availability of staff to complete assigned projects in a timely manner. Timeliness of completion of current or past projects for the City of Edgewater will be included in this criterion, if applicable.

#### **8.15. Financial Responsibility and Insurance**

The form of business of the prime consultant, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference; and any other information the applicant may wish to supply to verify financial responsibility. Include the most recent audit, bank reference or accounting summary or other information that illustrates Financial Responsibility for the firm, and current certificate of insurance.

#### **8.16. Proximity**

Location of the consultant's home office (corporate headquarters) and location of the local office where the project(s) will be produced. The members of the project teams should be permanently assigned to

the project office. Routine and responsive face-to-face interaction will be important in servicing the City's needs in performing this continuing contract. In the event a team member is relocated, another team member with equal or better experience and qualifications shall be substituted. Team members shall not be transferred, relocated or reassigned while performing work on a specific City project without prior approval of the Development Services Director.

## 9. Funding Source Requirements

This section has been added should any Professional Surveyor Services be required for various grant funded projects. Additionally language and requirements may be needed in the form of an addendum to the agreement, based on funding source requirements.

### 9.1. REMEDIES FOR CONTRACTOR'S BREACH (all contracts in excess of \$250,000)

- a. In the event any deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CITY OF EDGEWATER may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CITY OF EDGEWATER, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CITY OF EDGEWATER shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- b. In the event Contractor fails to make prompt delivery of any item or service as specified in the Contract, the same conditions as to CITY OF EDGEWATER's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a) above shall apply.
- c. If the CITY OF EDGEWATER terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CITY OF EDGEWATER, in addition to any other remedy CITY OF EDGEWATER may have available to it, for any loss or damage sustained and cost incurred by the CITY OF EDGEWATER in procuring any items or services that Contractor agreed to supply.
- d. CITY OF EDGEWATER's rights and remedies provided in this Section 1 (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

### 9.2. TERMINATION FOR CAUSE OR CONVENIENCE

- a. Termination for Convenience. CITY OF EDGEWATER has the right to terminate this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.
- b. Termination for Cause. CITY OF EDGEWATER may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants contained in this Agreement at the time and in the manner provided in the Agreement. In the event of such termination, the CITY OF EDGEWATER may proceed with the work in any manner deemed proper by the CITY OF EDGEWATER. The cost to the CITY OF EDGEWATER shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

### 9.3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of

race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **9.4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. .



**9.5. CLEAN AIR ACT (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)**

- a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Contractor agrees to report each violation to the CITY OF EDGEWATER and understands and agrees that the CITY OF EDGEWATER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9.6. FEDERAL WATER POLLUTION CONTROL ACT (all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year)**

- a. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Contractor agrees to report each violation to the CITY OF EDGEWATER and understands and agrees that the CITY OF EDGEWATER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9.7. ACCESS TO RECORDS**

The following access to records requirements applies to this Contract:

- a. Contractor agrees to provide CITY OF EDGEWATER, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, the CITY OF EDGEWATER and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**9.8. MODIFICATIONS OR CHANGES TO THIS CONTRACT**

- a. Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing

specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract. **b.** If any change under this clause causes an increase or decrease in CONSULTANT's cost of, or time required for the performance of the work hereunder, CONSULTANT shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the CONSULTANT, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. **c.** CONSULTANT need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes. **d.** No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

#### **9.9. DEBARMENT AND SUSPENSION**

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by CITY OF EDGEWATER. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY OF EDGEWATER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **9.10. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

#### **9.11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **9.12. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

### 9.13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

### 9.14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### 9.15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- b. If the Agreement is for an amount in excess of \$100,000, Contractor must sign and submit to CITY OF EDGEWATER the certification set forth in Attachment A, attached.

## 10. Evaluation Phases

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

Qualifications shall include all of the information solicited in this RFQ, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers 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.

Proposers submitting the required criteria will have their qualifications evaluated by an evaluation committee and scored using the Evaluation Criteria listed.

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. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.

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.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Past Record of Professional Accomplishments</b>  A list, plus a brief description of completed public sector projects similar to City projects under consideration. Provide a reference list of public sector entities within the State of Florida for which similar services have been provided. Include the public entity's contact person, email address, and telephone numbers.	Points Based	30 <i>(30% of Total)</i>

2.	<b>Firm's Professional Qualifications and Project Team</b>  List Consultant team members, including detailed resumes. Give brief bullets on education, training and experience for project personnel. Team members listed in the response must be available for work on City projects during the entire contract period. In the event a team member leaves the employ of the consultant during the contract period, another team member with equal or better experience and qualifications must be substituted.	Points Based	30 <i>(30% of Total)</i>
3.	<b>Staff Availability and Capability to Meet Deadlines</b>  Current and projected workload for the project team which indicates the availability of staff to complete assigned projects in a timely manner. Timeliness of completion of current or past projects for the City of Edgewater will be included in this criterion, if applicable.	Points Based	15 <i>(15% of Total)</i>
4.	<b>Financial Responsibility and Insurance</b>  The form of business of the prime consultant, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference; and any other information the applicant may wish to supply to verify financial responsibility. Include the most recent audit, bank reference or accounting summary or other information that illustrates Financial Responsibility for the firm, and current certificate of insurance.	Points Based	15 <i>(15% of Total)</i>

5.	<p><b>Proximity</b></p> <p>Location of the consultant's home office (corporate headquarters) and location of the local office where the project(s) will be produced. The members of the project teams should be permanently assigned to the project office. Routine and responsive face-to-face interaction will be important in servicing the City's needs in performing this continuing contract. In the event a team member is relocated, another team member with equal or better experience and qualifications shall be substituted. Team members shall not be transferred, relocated or reassigned while performing work on a specific City project without prior approval of the Development Services Director.</p> <p>The following scale will be used based on the address for the local office where project(s) will be produced:</p> <p>Within City Limits of Edgewater - 10 points</p> <p>within 25 miles of base - 8 points</p> <p>25-50 miles from base - 5 points</p> <p>50-100 miles from base - 2 points</p> <p>over 100 miles from base - 0 points</p> <p>Base location will be 104 N Riverside Drive</p>	Points Based	<p>10 (10% of Total)</p>
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## 11. Vendor Questionnaire

**Please upload ONLY PDF files within this section. The City of Edgewater will not be responsible for any other types of files (WORD, EXCEL, etc..) that may not convert correctly to pdfs. Required documents are provided as downloadable PDF files for your use. Alternate PDF files may be accepted.**

### 11.1. [Terms and Conditions of Contract\\*](#)

The proposer acknowledges that by submitting a response to this solicitation, they are bound by the following:

The City has developed standard contracts/agreements. The City strongly urges the Contractor to return a signed standard City contract/agreement contained within this RFQ with your submittal, in order to expedite final approval and execution of said contract.

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

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

☐ Please confirm

\*Response required

### 11.2. [W9\\*](#)

Please download the below documents, complete, and upload.

- [W9 - 2024 - new.pdf](#)

\*Response required

### 11.3. [Insurance Requirements\\*](#)

By submitting a response to this solicitation, the Proposers acknowledges that they understand the insurance requirements of the attached specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

☐ Please confirm

\*Response required

### 11.4. [Proposer Checklist\\*](#)

By submitting a response to this solicitation, the Proposer acknowledges that they have read and understood all specifications, terms and conditions outlined in this RFP. In addition they proposer confirms that all required documents listed in this solicitation have been signed in spaces indicated and uploaded within the ProcureNow platform.

☐ Please confirm

\*Response required

#### [11.5. Title Page\\*](#)

Please upload your Title Page here.

\*Response required

#### [11.6. Proposal Executive Summary\\*](#)

Please upload all documents pertaining to the Proposal Executive Summary here.

\*Response required

#### [11.7. Firm's Professional Qualifications and Project Team\\*](#)

Please upload all documents pertaining to the Firm's Professional Qualifications and the Project Team members here.

\*Response required

#### [11.8. Past Record of Professional Accomplishments\\*](#)

Please upload all documents pertaining to the Experience with Similar Projects here.

\*Response required

#### [11.9. Staff Availability and Capability to Meet Deadlines\\*](#)

Please upload all documents pertaining to the staff availability and capability to meet deadlines here.

\*Response required

#### [11.10. Customer Listing\\*](#)

Please upload all documents pertaining to the Customer Listing here.

\*Response required

#### [11.11. Acceptance of Conditions\\*](#)

Please indicate any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ. If no exceptions are indicated in this section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

If there are no exceptions, please enter N/A.

\*Response required

#### [11.12. Other Documents](#)

Please upload any other documents pertaining to this RFQ here.

For example:

Professional Certifications/Licenses



Affiliations and/or memberships

#### 11.13. Professional Services Agreement\*

Please upload a completed, signed copy of your Professional Services Agreement here.

Leave the dates in the introductory paragraph blank. They will be completed upon final execution of the agreement to the selected vendor/firm.

- [RFP 24-DS-07 Professional S...](#)

\*Response required

#### 11.14. Reference Form\*

Please download the below documents, complete, and upload.

- [References.2.pdf](#)

\*Response required

#### 11.15. Employment Eligibility Verification System (E-Verify) Acknowledgment\*

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- Enroll in the U.S. Department of Homeland Security's E-Verify system; <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

☐ Please confirm

\*Response required

#### 11.16. Declaration Statement/Document Notification Affidavit\*

Please download, complete and upload the Declaration Statement/Document Notification Affidavit here.

Additionally, the original completed Declaration Statement/Document Notification Affidavit must be sent per instructions to bidders.

- [RFQ 24-DS-07 - Surveyor Ser...](#)

\*Response required

## 11.17. Vendor Information/Proposers Qualifications

### 11.17.1. Type of Firm\*

Please select the type of firm for your organization.

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Other

\*Response required

### 11.17.2. Corporation - State\*

If firm is a corporation, please list state in which it is incorporated. If you did not select corporation, please type N/A.

\*Response required

### 11.17.3. Other\*

If you selected other, please list the type of firm. If you did not select other, please type N/A.

\*Response required

### 11.17.4. Authorization\*

By submitting a response to this solicitation, the Proposer certifies that the firm is authorized to do business in the state of Florida.

- ☐ Please confirm

\*Response required

### 11.17.5. Years in Business\*

Please provide the number of years you have been in business under this firm.

\*Response required

### 11.17.6. Proximity\*

Please provide the address of the local office where the project(s) will be produced.

\*Response required

### 11.17.7. Major Work\*

Please list major work presently under contract and include the following information for each item:

Percentage of Completion  
Project  
Contract Amount

\*Response required

### 11.17.8. Current Projects\*

Please list current projects on which your firm is the candidate for award.

\*Response required

**11.17.9. Project Completion\***

Have you, at any time, failed to complete a project?

☐ Yes

☐ No

\*Response required

**11.17.10. State of Litigation\***

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes

☐ No

\*Response required

**11.17.11. Additional Details\***

If you answered yes to Project Completion and/or State of Litigation, submit details here. List all lawsuits that have been filed by or against your firm in the last five (5) years.

\*Response required

**11.17.12. City Projects\***

List all work done on City of Edgewater projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

\*Response required

**11.17.13. Financial Information\***

Please provide the following information here:

Bank(s) Maintaining Account(s)

Surety/Underwriter (if required)

\*Response required

**11.17.14. Financial Responsibility and Insurance\***

Please upload all documents pertaining to Financial Responsibility and Insurance here.

\*Response required

**11.17.15. Vendor Info and Agreement form\***

Please download the below documents, complete, and upload.

- [Vendor form for solicitatio...](#)

\*Response required

**11.17.16. Vendor Acknowledgment\***

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

☐ Please confirm

\*Response required