



PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS (RFQ) No. ADM 01-32-11-21 GENERAL PLANNING SERVICES

NOTICE IS HEREBY GIVEN that the City of Okeechobee (“City”) is soliciting qualifications for General Planning Services in the City. Submittal information and response format shall be posted and accessible via the City’s website: <https://www.cityofokeechobee.com/contracting-opportunities.html>. The RFQ contains detailed and specific information about the scope of services, submission requirements, and evaluation and section procedures.

Individuals or Firms desiring to respond to the General Planning Services RFQ must provide one (1) original marked “**Original**”, six (6) copies, each marked “**Copy**”, and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested qualification information to the following address via overnight delivery, US Mail, or hand delivered:

Okeechobee City Hall
Administration Office
55 SE 3rd Avenue, Room 201
Okeechobee, FL 34974

The envelope containing the sealed proposal must be clearly marked as follows:

“RFQ NO. ADM 01-32-11-21 General Planning Services”

OPENING DATE AND TIME/SUBMISSION DEADLINE: December 17, 2021, at 4:00 PM

Facsimile or emailed submittals will not be accepted. Submittals received after that date and time will not be accepted or considered and will be returned to the individual or firm unopened. In compliance with the Americans with Disabilities Act (ADA) anyone desiring to attend this submittal opening who needs a special accommodation should contact General Services Department at (863) 763-9824 at least 48 hours in advance of the meeting excluding Saturday and Sunday.

Any questions or clarifications concerning the proposal specifications must be submitted in writing directly to: **Gary Ritter, City Administrator**, no later than **4:00 PM, December 6, 2021, at 55 SE 3rd Avenue, Room 201, Okeechobee, FL 34974** or via email to: gritter@cityofokeechobee.com. Any questions received by the Administrator after the stated deadline will be disregarded. All questions received by the Administrator prior to the stated deadline shall be answered via an Addendum to this RFQ and posted to the City’s website.

The City intends to enter into an agreement with the successful Proposer to provide General Planning Services in the City of Okeechobee, Florida. Selected individual/firm must comply with all requirements of the City Code. Additionally, the selected individual/firm will be subject to statutory requirements to maintain all records that may be subject to the public record laws, including production of such records as requested by any firm or person, in the time and manner as required by law.

In compliance with the Florida Sunshine Law and Code of Ethics, the City strictly enforces open and fair competition in its RFQ's. The City reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the City.

In accordance with Section 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity.

The City reserves the right to award the contract under a local vendor ordinance, or under F.S. 255.0991 for vendors located in the State of Florida, to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the City and the right to request clarification of any information submitted by proposers. The City reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities. This RFQ does not commit the City to award a contract to any respondent or to pay any costs incurred in the preparation or mailing of a response.

Proposals will be reviewed and evaluated at a date to be determined and noticed, by City staff based upon the evaluation criteria contained in the RFQ. A proposed ranking will tentatively be submitted for consideration by the City Council.

The City hereby provides notice to all proposers of the imposition of a **Cone of Silence** for this solicitation as set forth in the Florida Statutes. **“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”** Contact the City Attorney with any questions on the Cone of Silence.

Date Issued: November 17, 2021



CITY OF OKEECHOBEE, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. ADM 01-32-11-21
GENERAL PLANNING SERVICES

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 INTRODUCTION.

The City of Okeechobee, Florida (“City”), a municipality located in Okeechobee County, Florida, requests qualifications for the selection of one or more firms (collectively, the “Consultant”) to perform General Planning Services (“Services”) for the City. The City is requesting qualifications from Consultants with experience to provide the scope of services detailed in Section 1.3 herein below.

Florida law requires the City to make a determination of a respondent’s qualifications to perform the Services prior to engagement. The information used in this Request for Qualifications (“RFQ”) will be used by the City to make its determination. The City intends to award a contract to the selected Consultant to provide the Services contemplated in this RFQ.

1.2 BACKGROUND

The City of Okeechobee is located just north of Lake Okeechobee. Taylor Creek flows through the east side of the city. The area is served by US routes 98 and 441 and state routes 70, 700 and 15. The City has a total area of 4.2 square miles (11 km²).

Our location makes Okeechobee the Gateway to South Florida with convenient access to both coasts and all of Central Florida. Commercial and industrial concerns have found that Okeechobee is the place you want to be and along with the Chamber of Commerce of Okeechobee County, we have taken an aggressive attitude toward seeking new businesses in our Commerce Center. The City is committed to efficient government administration. The City staff has been serving its residents, businesses and visitors exceptionally well through their dedication and commitment with the assistance of consultants, contractors, and service providers who are also committed to providing quality services at competitive prices. The City expects to continue this practice.

1.3 SCOPE OF SERVICES

The City may engage a qualified Consultant to perform any of the services listed below. The successful planning firm shall be qualified to perform the following Services:

GENERAL DESCRIPTION:

Under the general supervision of the City Administrator and the General Services Coordinator, oversee the operations of the Planning and Zoning functions of the City. Perform professional planning work in connection with the responsibility to enforce all the provisions of the Land Development Regulations and other related codes.

ESSENTIAL JOB FUNCTIONS:

1. Manage City-wide planning and urban design program consistent with City's goals and initiatives
2. Ensure high-quality resident and customer service, professional standards and quality controls.
3. Make recommendations regarding zoning changes that promote the City's development goals.
4. Interpret the Zoning Code and issue official interpretations.
5. Provide direction and guidance on all current planning projects/studies.
6. Reviews and comments on applications and petitions for completeness and prepares all staff reports for the Planning Board, Board of Adjustment, Technical Review Committee, City Council, Design Review Board, City/County Historic Preservation and related boards/committees.
7. Review business tax receipts applications, and oversee permitting of commercial, offices, apartments / condominiums, and single family residential, and accompanying auxiliary structures and uses for compliance with the City's Comprehensive Plan and Land Development Regulations.
8. Perform cursory reviews of applications for the public prior to submittal for Planning and Zoning.
9. Perform code and comprehensive plan updates and amendments as requested by the Planning Board, City Administrator, and/or City Council.
10. Implement policy and procedures to improve the department's efficiency
11. Coordinate, develop and interpret the City's Comprehensive Plan and Land Development Regulations.
12. Coordinate current planning activities, including plan review of development projects.
13. Provide direction regarding zoning interpretations and procedures.
14. Review and disseminate information pertaining to legislation adopted by the State of Florida affecting the City's comprehensive plan and land development regulations.
15. Perform planning studies, including preparation of city ordinances, project outlines, selection of data sources, designing reports on capital improvements, zoning changes, historic preservation issues, and business district project planning.
16. Review, update and create forms as required Appendices A and B in the City's Code of Ordinances and/or listed in Land Development Regulations.
17. Assist in creating maps, reports, statistical compilations and other materials necessary to the planning process.
18. Attend City Council meetings, Technical Review Committee meetings, Planning Board meetings, Board of Adjustment meetings, and other related meetings as requested.
19. Acts as liaison between City, Central Florida Regional Planning Council and State Department of Economic Opportunity and such other local, state and federal agencies who may interact with Okeechobee for the various programs within the Department.
20. Manage any consultants hired to implement or assist with any job functions within this description.

21. Meet with residents, developers, architects, landowners, and the general public as needed.
22. Prepare and submit Evaluation and Appraisal Report, Update to the Capital Improvement Element of the Comprehensive Plan, and the Water Supply Facilities Work Plan as required.
23. Performs other duties as assigned or directed by the City Administrator and/or the City Council.

These essential job functions are not to be construed as a complete statement of all duties to be performed. Consultant may be required to perform other job-related duties as required.

All Services shall be performed and completed in compliance with the Florida Law, Florida Building Code, the City of Okeechobee Charter and Code and all other applicable codes and standards governing the Services.

1.4 CITY’S RESERVATION OF RIGHTS.

The City reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the City and whose Responses are considered by the City to be the most qualified. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel this solicitation, in which case no award will be made. The City reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The City also reserves the right to waive minor variations or irregularities in the Responses.

1.5 SCHEDULE OF EVENTS

The following is an anticipated schedule of events. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time
1	Advertisement/ Public Notice of RFQ	Nov 17, 2021	
2	Closing Date for Proposer Questions	Dec 6, 2021	5:00 PM
3	Proposals Due/Submission Deadline	Dec 17, 2021	4:00 PM
4	Evaluation Committee Meeting(s)	TBD	
5	City Administrator Issues Recommendation to Council	TBD	
6	Council Meeting to Select Consultant and Authorize Negotiations and Execution of Agreement	TBD	
7	Negotiations	TBD	

1.6 ELIGIBILITY/QUALIFICATIONS.

In addition to other requirements stated in this RFQ, to be eligible for award, respondents must demonstrate the following qualifications and experience in their responses:

GENERAL QUALIFICATIONS; EDUCATION AND EXPERIENCE.

- a. Respondent’s Principal-in-Charge must possess a Bachelor’s Degree in Architecture, Planning or related field with a minimum of (10) years’ experience of professional planning and/or zoning experience in the local public sector. American Institute of

Certified Planner (AICP) certification and experience with historic preservation, small City development and waterfront properties and coastal communities required.

(A comparable amount of training, education or experience may be substituted for the minimum qualifications, at the sole discretion of the City);

- b. Respondent must be appropriately licensed in professional planning and in good standing with the Florida Department of Professional Regulation;
- c. Respondent shall meet all legal, technical and professional requirements for providing the requested Services.

MINIMUM QUALIFICATIONS; KNOWLEDGE, SKILLS AND ABILITIES:

- a. Knowledge of principles and practices of urban planning, development and an understanding of all fundamentals of economics, municipal finance, sociology and research procedures, as they pertain to the Planning, Preservation and Design of urban areas, zoning and community renewal activities;
- b. Knowledge of the City Charter, Code and ordinances, and regulations pertaining to planning and zoning and urban renewal;
- c. Knowledge of the principles, practices and related Federal and State laws and regulations related to grant preparation and administration;
- d. Knowledge of Microsoft Office Suite, Geographic Information System (GIS) mapping application, and AutoCAD;
- e. Ability to prepare, read and comprehend design documents and specifications;
- f. Ability to interpret planning and zoning programs to the general public;
- g. Ability to handle multiple projects simultaneously and use good judgement in prioritizing work assignments, including the ability to ensure accurate and efficient completion of assignments;
- h. Ability to communicate effectively, tactfully with elected officials, members of the public and staff;
- i. Ability to establish and maintain effective working relationships with the general public, elected officials, staff and other agencies;
- j. Ability to plan, organize, supervise and carry out complex research projects effectively; and
- k. Ability to present the results of research effectively in oral, written and graphic form.

Each respondent shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The City reserves the right to make investigations of the respondents' qualifications, experience, past or current services provided to clients, or any of its agents, as it deems appropriate.

1.7 ADDENDA

If the City finds it necessary to add to, or amend this RFQ prior to the Response submission deadline, the City will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing Form 8 (Addendum Acknowledgment) and providing it with its Response.

1.8 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing the Forms included in Section 3, that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith

without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.9 REQUESTS FOR INFORMATION OR CLARIFICATION; ADDENDA

Any questions or clarifications concerning the proposal specifications must be submitted in writing directly to: **Gary Ritter, City Administrator**, no later than **4:00 PM, December 6, 2021**, at **55 SE 3rd Avenue, Room 201, Okeechobee, FL 34974** or via email to: gitter@cityofokeechobee.com. The request for additional information and clarification must contain the RFQ number and title, Proposer's name, name of Proposer's contact person, address, phone number, and email. Any questions received by the Administrator after the stated deadline will be disregarded. All questions received by the Administrator prior to the stated deadline shall be answered via an Addendum to this RFQ and posted to the City's website. Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

1.10 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with responses shall become property of the City and shall be deemed to be public records subject to public inspection.

1.11 RETENTION OF RESPONSES

The City reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant is selected to perform the Services.

1.12 CITY AUTHORITY AND RIGHTS

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any immaterial defects or irregularities in the proposals, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, cancel, postpone and re-solicit the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFQ will not be considered. The City reserves the right to:

- a. Accept the Proposer who will, in the City's sole discretion, best serves the interests of and represent the best value to the City;
- b. Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the City;
- c. Investigate the financial capability, client references, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
- d. Investigate the Proposer's qualifications or those of its agents, as it deems appropriate;
- e. Conduct personal interviews of any or all Proposers prior to selection (the City shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews);
- f. Waive any of the conditions or criteria set forth in this RFQ;

- g. Decide whether to select a firm based on submission received in response to this RFQ or whether to hold interviews with the firms the City deems best qualified for the Services;
- h. The City is under no obligation to return the Qualifications;
- i. The City will not be liable for any costs incurred by a Proposer in the preparation of the response to this RFQ;
- j. Each Proposal shall be prima facie evidence that the respective Proposer has full knowledge of the scope, nature, quantity and quality of the Services to be performed; the detailed requirements of the specifications; and the conditions under which the Services are to be performed;
- k. Proposers shall furnish the City with such additional information as the City may reasonably require; and
- l. The City must be satisfied that the Proposer demonstrates the ability to meet the requirements of this RFQ.

1.13 RESPONSE /PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.14 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the provision of the Services and the agreement.

1.15 COMPLIANCE WITH LAWS, ORDINANCES

The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the Services and the agreement. Each proposer and the selected proposer shall comply with all applicable laws and regulations of the Federal Government, State of Florida, and local ordinances of Okeechobee County and the Charter and Code of the City of Okeechobee in the preparation and submittal of a proposal in response to this RFQ and in the performance of the Services and any agreement awarded as a result of this RFQ. Specific reference is made to Local Preference Section of the City Code, which allows a five percent (5%) local preference in scoring to holders of current City local business receipts for businesses which are physically located with the City of Okeechobee.

1.16 TERMS OF ENGAGEMENT

The Terms of the agreement will be negotiated upon selection of the Consultant. It is anticipated that the City will enter into an agreement for an initial three (3) year term, with options to renew for two (2) additional one (1) year terms.

1.17 CONE OF SILENCE

The City hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation as set forth in the Florida Statutes 287.057(25).

“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

The “Cone of Silence”, as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant, and the City Council, City’s professional staff including, but not limited to, the City Administrator and his or her staff, any member of the City’s selection or evaluation committee. The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall not apply to:

1. Oral communications at pre-proposal/pre-bid conferences.
2. Oral presentations before selection or evaluation committees.
3. Public presentations made to the City Council during any duly noticed public meeting.
4. Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ, or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request.
5. Communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, contractor, bidder, lobbyist or consultant and the City’s Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
7. Communications with the City Attorney and his or her staff.
8. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Administrator makes his or her written recommendation.
9. Any emergency procurement of goods or services pursuant to City Code.
10. Responses to the City’s request for clarification or additional information.
11. Contract negotiations during any duly noticed public meeting.

12. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Administrator and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the City Council and/ or City Administrator.

Please contact the City Attorney at cityattorney@cityofokeechobee.com with any questions on the Cone of Silence.

1.18 HOLD HARMLESS AND INDEMNIFICATION

All Proposers shall hold the City, its officials, and its employees harmless and covenant not to sue the City, its officials, and its employees in reference to the City's decision to reject, award, or not award an RFQ, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Services under this RFQ, or by or in consequence of any negligence (excluding the sole negligence of the City), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the City and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the RFQ, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

END OF SECTION

SECTION 2. RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

2.1 GENERAL RESPONSE INSTRUCTIONS

One (1) original marked “**Original**”, six (6) copies, each marked “**Copy**”, and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested qualification information to the following address via overnight delivery, US Mail, or hand delivered:

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Administration Office
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Okeechobee, FL 34974**

**The envelope containing the sealed proposal must be clearly marked as follows:
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The City reserves the right to reject late submissions, in the sole discretion of the City Administrator or his designee.

2.2 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS

In addition to other requirements stated in this RFQ, to be eligible to respond, the Consultant shall submit a response that includes all of the following information, appropriately tabbed, in this exact order (“Response”):

- A. Cover Page:** Each Response submitted shall have a cover page entitled Response to City of Okeechobee RFQ No. ADM 01-32-11-21 for General Planning Services.”
- B. Table of Contents.**
- C. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Consultant and the aspects of the proposal.
- D. Response Checklist.** Consultant must complete Form 1 and include in its Response.
- E. Firm’s Qualifications:** Consultant must complete and submit Form 4, Company Qualifications Questionnaire and Form 6, Client References. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license and a list of current and past clients, with an emphasis on Florida municipalities. Consultant must also include any relevant business licenses, including occupational license, and Florida registration (Company certifications, not personal) and a copy of State Corporate Certificate or other proof from the State of Florida that Consultant is authorized to do business in this State.
- F. Personnel Qualifications:** The Consultant must include the following information for this requirement:
 - a. Complete and submit Form 5, Key Personnel and Staff.

- b. Provide an organizational chart showing reporting structure for all Key Personnel and Staff, including any key subcontractors.
- c. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Program Administrator.
- d. Include one-page resumes for each person listed in Form 5, Key Personnel and Staff. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
- e. For each task, list each individual Key Personnel and Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Consultant and each key subconsultant, if any, on the project in total.

G. Project Implementation Strategy: Describe the Consultant's strategy for implementing the project.

H. Computer Aided Design (CAD): Provide acknowledgement that Consultant will produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings and will be provided to the City at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the City upon submittal.

I. Special Consideration: Describe any special resources that Consultant or Consultant's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. **Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.**

J. Insurance: Consultant shall secure and maintain throughout the duration of this RFQ and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the City. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each:
- Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must

include Employer’s Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker’s Compensation insurance.

- Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

K. Litigation Statement: Consultant must complete and submit Form 7, Dispute Disclosure, and provide a statement that no litigation or regulatory action has been filed against Consultant’s firm in the last three (3) years shall be included in the Response. If an action has been filed against the Consultant’s firm within the last three (3) years, state and describe the litigation or regulatory action filed against the Consultant’s firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

L. Forms: Complete all forms listed in Section 3.

2.3 RESPONSE EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

	Category	Maximum Available Points
1.	Qualifications of the Firm (Proposer) To include years of municipal experience, ability, capacity, and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses.	25 Points
2.	Qualifications/Experience of Project Team Credentials and accomplishments of the proposed team (up to 3) members	25 Points

3.	Previous Similar Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points
4.	Project/Services Implementation Strategy Indicate Firm's understanding of the City's needs and the services	25 Points
	TOTAL	100 Points

2.4 PROCESS OF EVALUATION AND SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

The City Staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFQ have been met. The City Administrator or designee may reject those responses that do not meet the minimum requirements of the RFQ.

The City Administrator will appoint an Evaluation Committee to review and evaluate the responsive responses. The highest ranked three (3) respondents will be short-listed on the basis of the Responses by the Evaluation Committee and may, but is not required to do so, be called for oral presentations before the Evaluation Committee regarding their responses, approach to the Services, and ability to furnish the required Services. If oral presentations are to be made, all Consultants and subconsultants in their teams shall be present at the assigned time for a 10-minute presentation followed by up to a 5-minute question-and-answer session. The Consultants are encouraged to be represented only by the Project Administrator and the key staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The Evaluation Committee shall rank the respondents and provide its recommendations to the City Administrator.

After short-listing of the top three (3) respondents deemed qualified by the Evaluation Committee, the City Administrator will present a recommendation to the City Council. The City Council may select a Consultant that it determines is the most qualified and authorize the City Administrator to proceed with negotiations and execute a professional services agreement with the selected Consultant. The City Council shall have the final authority to select the Consultant to proceed with negotiations.

The City reserves the right to reject any or all proposals, reject a proposal, which is in any way incomplete, or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent.

2.5 PROCESS OF NEGOTIATION

The City Administrator or designee(s) shall negotiate an agreement with the selected firm at compensation that the City Administrator, in his/her sole discretion, determines is fair, competitive, and reasonable. Should the City Administrator be unable to negotiate a satisfactory agreement with the selected firm at a fee or price the City Administrator determines to be fair, competitive, and reasonable, negotiations with that firm may be terminated. The City Administrator or designee(s) shall then undertake negotiations with the next highest-ranked firm, and, if negotiations are terminated, shall continue to each next highest-ranked firm until a satisfactory agreement may be negotiated. Any award shall be made by the City Council and subject to execution of an agreement in form and substance approved by the City Attorney.

Notwithstanding the foregoing, the City maintains the right to reject all responses submitted if so desired.

SECTION 3. FORMS AND EXHIBITS

3.1 EXHIBITS

The following exhibits are attached and incorporated into this solicitation:

- Exhibit A: Draft Professional Services Agreement

3.2 FORMS

The following forms and affidavits are attached to this solicitation for completion and submission with the Proposer's Response:

Form 1: Response Checklist

Form 2: Proposal Information Form

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4 - Company Qualifications Questionnaire

Form 5 - Key Personnel and Staff

Form 6 - Client References

Form 7 - Dispute Disclosure

Form 8 - Addendum Acknowledgment

Form 9 - Single Execution Affidavits

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OKEECHOBEE
AND**

THE PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2021 (the “Effective Date”), by and between the CITY OF OKEECHOBEE, a Florida municipal corporation, whose principal address is 55 SE 3rd Avenue, Room 100, Okeechobee, FL 34974 (hereinafter the “City”), and _____, a Florida Corporation, whose address is _____ (hereinafter, the “Consultant”).

WHEREAS, the Consultant will perform services on behalf of the City, all as further set forth in the Proposal dated _____, 2021, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference.

1.2 Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).

1.3 Consultant shall provide a minimum of sixty (60) hours of work a month, which shall include but not be limited to: monthly Zoom meetings, availability by telephone at all times, presence at Council, Technical Review Committee, Planning Board, Board of Adjustment, and Design Review Board meetings and assistance to management and staff with planning requirements.

2. Term/Commencement Date.

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. The City shall have the right to renew the term of the Agreement for two (2) additional one (1) year terms, upon the same terms and conditions, and upon written notice to Consultant at least 30 days prior to expiration of the term.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Administrator.

3. Compensation and Payment.

3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate lump sum fee in the amount of \$ per month or in accordance with the rate/fee schedule attached hereto as Exhibit "B."

3.2 Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Administrator.

4. Subconsultants.

4.1 The Consultant shall be responsible for all payments to any Subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Administrator, which approval shall be granted or withheld in the City Administrator's sole and absolute discretion.

5. City's Responsibilities.

5.1 City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2 Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities.

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

8.1 The City Administrator, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Administrator.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Administrator up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.\
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance.

The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Loss Payee.** The City is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the City will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1 Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or nonperformance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

City Administrator
City of Okeechobee
55 SE 3rd Avenue, Room 201
Okeechobee, FL 34974

With a copy to: John J. Fumero, Esq.
City Attorney
Nason Yeager Gerson Harris & Fumero, PA
750 Park of Commerce Blvd., Suite 210
Boca Raton, FL 33487

For the Consultant:

14. Governing Laws.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Okeechobee County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. Ownership and Access to Records and Audits.

16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

16.3 Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Administrator, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: Lane Earnest-Gamiotea, CMC
Mailing address: 55 SE 3rd Avenue, Room 100
Okeechobee, FL 34974
Telephone number: 863-763-3372
Email: lgamiotea@cityofokeechobee.com

17. Nonassignability.

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Administrator. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor.

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver.

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

22. Survival of Provisions.

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit.

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. Counterparts.

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

_____ for
Corporation

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE CITY:

CITY OF OKEECHOBEE,
a Florida municipal
corporation

By: Dowling R. Watford Jr. Mayor

Date Executed: _____

Attest:

By: _____
Lane Gamiotea, CMC
City Clerk

Approved as to Form and Legal Sufficiency:

By: _____
Nason Yeager Gerson Harris & Fumero, P.A.
City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

Scope of Services are those contained in the Proposal dated _____, 2021, attached hereto and incorporated herein by reference.

EXHIBIT “B”

RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

[INSERT RATE SCHEDULE]

Additional Compensation and Payment Terms: [TBD]

Form 1
RESPONSE CHECKLIST

- _____ **Form 1: Response Checklist**
- _____ **Form 2: Proposal Information Form**
- _____ **Form 3: Certificate of Authority (Complete Form 3A or 3B as applicable)**
Certificate of Authority (for Corporations or Partnerships)
Certificate of Authority (for Individuals)
- _____ **Form 4 Company Qualifications' Questionnaire**
- _____ **Form 5 Key Personnel**
- _____ **Form 6 Client References**
- _____ **Form 7: Dispute Disclosure**
- _____ **Form 8: Acknowledgment of Addenda**
- _____ **Form 9: Single Execution Affidavit**

Form 2
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____

_____, (the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 2021 on behalf of the Entity and submit this Proposal to the City of Okeechobee, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20____.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal) _____

**FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)**

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ DBA _____, the
Contractor that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.

3. I am authorized to execute the Proposal _____, Dated _____ and submit this Proposal to the City of Okeechobee, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered:

Witness

Witness

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____

FORM 4

Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and license #)* Issuance Date

_____	_____
_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: [1 Individual [1 Partnership [1 Corporation [1 LLC [1 Other

If other, please describe the type of company: _____

a. FEIN/EIN Number: _____

b. Dept. of Business Professional Regulation Category (DBPR):

i. Date Licensed by DBPR: _____

ii. License Number: _____

c. Date registered to conduct business in the State of Florida: _____

i. Date filed:

ii. Document Number:

d. Primary Office Location:

e. What is your primary business?
(This answer should be specific)

f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

3. Company Ownership

a. Identify all owners or partners of the company:
(Attach additional pages if necessary)

Name	Title	% of ownership
------	-------	----------------

b. Is any owner identified above an owner in another company? _____

If yes, identify the name of the owner, other company names, and %
ownership

- c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

4. Employee Information

- a. Total No. of Employees:

- b. Total No. of Managerial/Admin. Employees:

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

6. Insurance Information:

- a. Insurance Carrier name & address:

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: _____
Signature of Authorized Officer

Date

Printed Name

2. In the space below, explain the Proposer’s ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the City.

3. In the chart below, provide the requested information for each Key Personnel or Staff member’s engagement commitments that will exist concurrently with the City’s Services.

Name	Area of Responsibility	Commitment Hours	Client	Period of Engagement

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: _____
Signature of Authorized Officer

Print Name

Date:

**FORM 6
CLIENT REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Name:

Contact Title:

Contact Department:

Contact Telephone:

Contact Email:

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) _____

**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES NO

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the City of Okeechobee.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 8
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

NAME OF ENTITY

AUTHORIZED SIGNATURE

PRINT NAME

DATE

FORM 9

SINGLE EXECUTION AFFIDAVITS

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF OKEECHOBEE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;

- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

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

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

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the City of Okeechobee conflict of interest or code of ethics ordinances or State Law. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Okeechobee (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of and as applicable to City, or the provisions of Chapter 112, part III, F.S., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Okeechobee or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. ADM 01-32-11-21** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Administrator, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

In the presence of:

Signed, sealed and delivered:

_____ Witness

_____ Witness

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Notary Public Signature

Commission No. _____