



## **SPECIFICATIONS**

### **Request for Proposal 13-01**

## **General Planning Consulting Services**

**THE CITY OF AVON PARK FLORIDA**

**January 3, 2013**

**Request for Proposals – General Planning Consulting Services  
RFP # 13-01**

The City of Avon Park, Florida will receive Proposals for the purpose of establishing a Contract to serve as an independent Contractor/ Proposer for the City of Avon Park (CITY) to provide General Planning Consulting Services on an hourly basis.

Sealed Proposals will be received at the City of Avon Park City Hall 110 East Main Street, Avon Park, FL 33825, until February 8, 2013, 2:00 PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, City of Avon Park, ATTN: City Clerk, 110 East Main Street, Avon Park, FL 33825 and shall be labeled “SEALED PROPOSAL FOR GENERAL PLANNING CONSULTING SERVICES- RFP 13-01.”

Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened. Proposers must submit one (1) identified original copy and two (2) copies of the proposal including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

**NO PRE-PROPOSAL CONFERENCE IS SCHEDULED**

For additional information, the sole authorized contact shall be Cheryl Tietjen at (863)452-4403.

**SCHEDULE OF EVENTS**

The schedule of events, relative to the bid shall be as follows:

	Event Date (on or by)
RFP Available for Distribution	January 8, 2013
Deadline for Receipt of Questions/Clarifications	January 28, 2013
Proposal Due Date and Public Opening	February 8, 2013
Evaluation Meetings	N/A
City Council Approval of Award	February 11, 2013
Effective date	February 11, 2013

***SECTION 1 - INTRODUCTION AND INFORMATION***

The City of Avon Park, Florida (the CITY) is actively seeking qualified and experienced firms to provide General Planning Consulting services on an open end (continuing service) basis.

**CHARACTERISTICS OF THE CLASS:** Under specific direction, performs experienced professional urban/regional planning work. Work includes collecting and analyzing data for planning projects related to the area of assignment and assisting in community planning and design studies.

**EXAMPLES OF DUTIES:** (Note: The listed duties are illustrative only and not intended to describe each and every function which may be performed in the job class. The omission of specific statements does not preclude management from assigning specific duties not listed if such duties are a logical assignment to the position.)

- Assists in preparing, or prepares, studies of factors related to urban/regional planning; such as, zoning and land use regulations, economic bases, transportation systems, utility systems, community facilities, populations and housing.
- Responding to the day to day public inquiries for planning and development information.
- Working with the CITY to providing direction on current or proposed development on behalf of the city to assist in ensuring proper land planning for development, annexations, comprehensive plan, land use map and zoning changes.
- Answering requests for the determination of compliance with the LDR of specific parcels and uses.
- Maintaining records and files on planning issues.
- Participating in the development review process
- Coordinating with the Central Florida Regional Planning Council (“CFRPC”) on CITY planning issues; and
- Preparing Planning and Zoning Board (P&Z) reports for variances, special exceptions and administrative appeals, and conducting research, and updating files related to said reports.
- Updating the Avon Park Zoning Map and Adopted Future Land Use Map information.
- Preparing the staff portion of the P&Z agenda packet for variances, special exceptions and administrative appeals.
- Attending the CITY P&Z meetings regarding variances, special exceptions and administrative appeals and when necessary attend other meetings of the CITY P&Z.
- Processing development orders such as special exceptions, variances, final (as built) inspections.
- Advising and providing staff support to applicants.
- Research, compile and collects data and information concerning the specific factor being studied. Evaluates and analyzes the information and makes a conclusion or recommendation based on results.
- Provides City staff commentary and opinions in meetings with City Planning & Zoning Board
- Provides expert testimony in any administrative or court proceedings.
- Assists in the preparation of, or prepares, preliminary drafts of reports and recommendations. Edits materials related to planning projects.
- Assists in the preparation and presentation of, or presents, final planning reports in a graphic and/or written form for use by staff and the public. Answers questions concerning methods and results.
- Provides input to staff in regards to interpretations of planning and/or zoning regulations, codes and laws related to the area of assignment for the public. Prepares written analyses and reports of related regulations, codes and laws for presentation to City Council and the public. Reviews plans and documents for conformity with legal requirements.

- Assists in preparing economic research, and feasibility and cost determination studies. Assists in conducting, or independently conducts, various special studies and surveys related to the area of assignment.
- Provides planning guidance to staff relating to ordinances, regulations, and programs designed to implement approved plans and policies.

**CURRENT ACTIVITIES:**

- Prepare an analysis and any resulting recommendations for City Council to consider for code amendments.
- Provide input to site plans and other development applications in for review.
- Assist in CRA related activities within the CRA boundaries (to include the Façade Grant Program).
- Participate with staff on rezoning requests and the promulgation of Land Development Regulations.

1.0 INFORMATION/CLARIFICATION: For any additional information concerning this RFP contact Maria Sutherland at 863-452-4411 or msutherland@avonpark.cc. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

1.0.1 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL: Any inquiry or request for interpretation received on or before January 28, 2013 will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

1.1 QUESTIONS: Questions should be sent only to Cheryl Tietjen. To facilitate prompt receipt of questions they can be sent to the CITY via FAX at 863-452-4413 to the attention of: City Clerk or by email to apcityclerk@avonpark.cc.

1.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL: The contract term shall commence February 11, 2013, upon final execution of the Contract by the CITY and shall expire three (3) years from that date. **(NO EXTENTIONS IF NOT FILLED IN).**

1.3 ELIGIBILITY: To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Avon Park or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

1.4 PROPOSAL SECURITY: Each proposal shall be accompanied by RFP security in the form of Cashier's Check or Surety Bond payable to the City of Avon Park, and shall be in the amount equal to \_\_\_\_\_ percent (\_\_\_ %) of \_\_\_\_\_. The CITY reserves the right to reject any and all security tendered to the CITY. RFP security will be returned to unsuccessful Proposers upon execution of a Contract with the successful Proposer. **IF NOT FILLED IN, NO BID SECURITY IS REQUIRED.**

1.5 INSURANCE AND PERFORMANCE AND PAYMENT BONDS: Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

1.6 INSURANCE: The successful proposer shall not commence operations pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

## ***SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS***

2.0 SUBMISSION AND RECEIPT OF PROPOSALS: To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.

2.0.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.

2.0.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

2.0.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.

2.0.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Avon Park and will not be returned

to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.

2.1 **QUALIFICATIONS STATEMENT:** Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. The City of Avon Park reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

2.2 **PROPOSERS' COSTS:** The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.3 **PROPOSAL ACCEPTANCE:** Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.

2.4 **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.

2.5 **MISTAKES:** Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

2.6 **REJECTION OF PROPOSALS:** The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

2.7 **LEGAL REQUIREMENTS:**

2.7.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.7.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

2.8 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract. The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be required):

2.9 SPECIAL CONDITIONS: Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

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

2.11 CONFLICT OF INTEREST: The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

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

2.13 NO CONTINGENT FEE: Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.

2.14 PUBLIC RECORDS / CONFIDENTIAL INFORMATION: Florida has a liberal public records law which provides that municipal records shall at all times be open for personal inspection by any person (Section 119.01, F.S., Public Records Law). Information and materials received by CITY in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public

Records Law, the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CITY will treat all materials received as public records.

2.15 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.16 NON-COLLUSIVE AFFIDAVIT: Each Proposer shall complete the Non-Collusive Affidavit Form Schedule "A" and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.17 SUB-SONTRACTORS: If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.18 CONE OF SILENCE: A Cone of Silence shall apply as follows:

2.18.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Council makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.18.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.18.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

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

2.19 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT: (No bond required if left blank).

2.20 MINORITY PARTICIPATION:

2.20.1 Proposers are advised that the city promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises in all aspects of contracting.

2.20.2 CONTRACT: A draft copy of the Contract is made a part of this RFP. The Contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Manager and City Attorney.

2.21 DRUG FREE WORKPLACE: Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more 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 completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.22 COMPLIANCE WITH LAWS

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

2.23 PROPOSER'S REPRESENTATION

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

2.24 ADDITIONAL PROVISIONS

2.24.1 Correction on bids.

2.24.1.1 Mathematical errors—Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.

2.24.1.2 A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.

2.24.1.3 Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.24.2 Cancellation of bids.

2.24.2.1 Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.

2.24.2.2 After bids are open, any or all bids may be rejected by the City.

2.24.3 Withdrawal of bids.

2.24.3.1 Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the city clerk, sealed and identified.

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

***SECTION 3 - CONSIDERATION OF AWARD***

3.0 CRITERIA FOR AWARD: The following criteria shall be used to evaluate the proposals, with the weight of each criteria to be determined by the City:

3.0.1	The price/fee quoted	30
3.0.2	Qualifications and Stability	20
3.0.3	Responsiveness	20
3.0.4	Experience as Expert Witness in Litigation	10
3.0.5	Government Experience	10
3.0.6	Knowledge of Area	5
3.0.7	Location	2.5
3.0.8	M/WBE	2.5

**3.0.1 Price/Proposal Fee**

This criterion measures the overall price and/ or fee of the Bidder's well thought-out approach undertaking the required services. (30 points)

### **3.0.2 Qualifications**

This criterion measures the overall organizations qualifications of project team members and overall team organization and the stability of the firm. This includes firm's organization, experience, past performance and references. (20 points)

### **3.0.3 Responsiveness**

Bidders will be evaluated on their competence to provide the services at the desired quality level in a timely fashion. The evaluation will include the quality and timeliness of the contractors past performance of previous contracts and the Bidder's plan on how the future responsibilities will be handled. (20 Points)

### **3.0.4 Litigation Experience**

Bidders will be evaluated on experience and extent of willingness to testify, if the unfortunate circumstances arise, in administrative and court cases to support and defend the opinions of the Bidder and the City's actions based on those opinions. (10 points)

### **3.0.5 Government Experience**

Bidders will be evaluated on their experience working within government. The evaluation will include providing evidence of prior work on a variety of professional consulting services and their familiarity within a governmental entity. (10 points)

### **3.0.6 Knowledge of the Area**

This criterion measures the Bidder's overall understanding and experience working with the City of Avon Park and the surrounding area. (5 points)

### **3.0.7 Location**

Bidders will be evaluated on the location of the office in relation to the City of Avon Park to assure prompt and easy access. (2.5 points)

### **3.0.8 M/WBE**

Bidders which qualify as minority and/or women owned businesses shall receive credit for such. (2.5 points)

3.1 CONSIDERATION FOR AWARD/AWARD PROCEDURES: Evaluation of the Proposals will be conducted by an evaluation committee of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The committee shall then short list no less than five (5) Proposals, assuming that five Proposals have been received, that it deems best satisfy the selection criteria contained in 3.0 above.

3.1.1 The committee may conduct interviews with the short listed Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

3.1.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY

reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.1.3 The evaluation committee's findings and rankings will be reviewed by the City Council which shall then make its determination. The recommendations of the evaluation committee shall be advisory only. The City Council may adopt the ranking of the committee and authorize a contract with one or more top ranked firms.

3.1.4 After award of the contract, the Proposer/Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

#### ***SECTION 4 - SPECIAL CONDITIONS***

4.0 County/State License Requirements: In order to be considered for award for the scope of work set forth within this RFP, the Proposer must possess the following document(s) at the time of RFP submittal:

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted will be rejected as non-responsive.

#### **4.1 INDEMNIFICATION**

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

#### **4.2 INSURANCE**

To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverage set forth in Section 5 in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida. CONTRACTOR shall pay all deductible amounts, if any, naming CITY and the Avon Park City Commission as additional insured's under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

4.2.1 Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

4.2.1.1 Premises and/or operations.

4.2.1.2 Independent contractors.

4.2.1.3 Products and/or Completed Operations for contracts.

4.2.1.4 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

4.2.1.5 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

4.2.2 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

4.2.2.1 Owned Vehicles, if applicable.

4.2.2.2 Hired and Non-Owned Vehicles, if applicable.

4.2.2.3 Employers' Non-Ownership, if applicable.

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

- 4.2.3.1 Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.
  - 4.2.3.2 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
  - 4.2.4 Professional Liability shall be provided with minimum limit of One Million Dollars (\$ 1,000,000) per occurrence and Two Million Dollars (\$ 2,000,000) per aggregate.
  - 4.2.5 CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.
  - 4.2.6 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
  - 4.2.7 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.
- 4.3 PERFORMANCE AND PAYMENT BOND

## ***SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS***

### **5.0 PURPOSE:**

It is the intent of this proposal to provide the City of Avon Park with qualified and experienced firms to perform General Planning Consulting Services on an open end (continuing service) basis. The City intends to evaluate submitted proposals and consider awarding one or more contract to firms exhibiting comprehensive general planning experience.

The term of the contract(s) for specific projects will be for a 5-year period.

No guarantee is expressed or implied as to the amount of work or total number of project task authorizations provided to any one firm for the life of this contract. Although it is the City's intent to rotate to the extent practical the individual professional general planning services projects among the awarded firms, a firm that is well-suited within the required general planning discipline, as determined by the City for particular task or project, shall be selected.

#### 5.1 SCOPE OF SERVICES:

The City of Avon Park, Florida ("City") is seeking the services of a consultant with experience to provide all Services required completing analysis and studies of the assigned projects or projects during the planning or designing phases.

5.1.1 The scope of services may include but will not be necessarily limited to the following types of work:

5.1.1.1 Participation in Development Review Committee meetings which are held the second and fourth Tuesday of every month. Attendance of these meetings will be coordinate through the Planning and Zoning Director.

5.1.1.2 Data collection, analysis and preparation of map and text amendments to the Comprehensive Plan including the Evaluation and Appraisal Report.

5.1.1.3 Review site and architectural plans as required by the Land Development Code.

5.1.1.4 Provide other planning services and conduct studies as necessary.

#### 5.2 PROPOSAL REQUIREMENTS:

5.2.1 Letter of Interest:

5.2.1.1 Signed by a duly authorized officer of the applicant.

5.2.1.2 The proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their Letter of Interest.

5.2.2 Statement of Qualifications:

5.2.2.1 Proposer Profile

5.2.2.1.1 Proposer Identification :(or firms, if a joint venture or association): Include address, telephone number and date firm(s) were established. Provide current copies of proposer's registration(s) and/or license(s), and registration and/or license(s) for all sub-consultants.

5.2.2.1.2 Areas of Specialization: List proposer's specializations

5.2.2.2 Proposer's Personnel: Provide total size and breakdown of proposer personnel by category

5.2.2.3 Joint Venture or Other Form of Association: If proposed, provide explanation, including projects completed as a joint venture. Provide

- names and dates of work along with client's name, address, and phone number. Include all subcontractors participating.
- 5.2.2.4 Specialty Certifications (Separate Section with a sub tab): Provide documentation whether proposer is specialty certified (e.g.: CPTED, CSI, LEED, AICP etc.) If the proposer is certified, submit a statement that the proposer is certified and list the type and level of certification held, and submit copies of all certification(s). Absence of such statements shall indicate the proposer holds no specialty certifications.
  - 5.2.2.5 M/WBE: Minority Business Enterprise Status.
- 5.2.3 Team Organization
- 5.2.3.1 Proposer's Team: Identify clearly the Proposer(s) of Record, or joint venture member responsible for each referenced Service Category. If proposer served as a sub-consultant under a referenced project, the proposer shall clearly identify its role. If the proposer is representing an individual's experience while employed at another firm, the firm of record for the project and the individual's role shall be clearly identified. Explain your proposed team organization (include sub-consultant(s) when appropriate), roles and responsibilities, abilities of professional personnel, and personnel qualifications.
  - 5.2.3.2 Narrative: In narrative form, briefly discuss each of the individual key team members (include sub-consultant(s) when applicable) relevant professional experience, registration, and education. Identify projects, date, position and firm that individual was employed at the time services were performed.
- 5.2.4 Availability, Capacity, and Location
- 5.2.4.1 Availability and Capacity: Briefly discuss the availability of all key personnel for the scheduled time frame of a Service Category and identify their proposed location during provision of the requested services.
  - 5.2.4.2 Location: Provide proposer's address, location map, and relative distance and travel time from proposer's home office and office serving this project(s) (if different).
- 5.2.5 County/Municipal Experience: Detail experience working for cities or counties.
- 5.2.6 References: Provide the client name, address, and client's project representative and telephone number for three (3) governmental clients served within the past two (2) years.
- 5.2.7 Litigation: Provide explanation of all litigation, claims, contract defaults, and liens in the last five (5) years from due date for this RFP.
- 5.3 Federal Standard Form 330
- 5.3.1 Federal Standard Form 330 shall be submitted.
  - 5.3.2 Price Proposal: Proposers should provide bid amounts necessary to provide the services as identified in the Scope of Work. All bids shall be provided on the Price Proposal form attached hereto as part of this RFP.
  - 5.3.3 Format: The proposer, joint venture or other form of association, ("proposer") shall submit three (3) hardcopies, with one (1) marked "Original" containing all original documents of the required response to the Request for Proposals RFP #13-01.

5.4 Proposer must provide the following attached hereto:

- 5.4.1 Qualification Statement
- 5.4.2 Sworn Statement on Public Entity Crimes
- 5.4.3 Non-Collusive Affidavit
- 5.4.4 Drug Free Workplace Form
- 5.4.5 Background Check Affidavit

**CITY OF AVON PARK  
PRICE PROPOSAL FORM  
RFP # - 13-01**

**COST PROPOSAL PAGE**

The Proposer should provide an hourly rate for each position/title needed in order to provide services as identified in the Scope of Work. Additional positions may be added as necessary. The undersigned states that they have carefully examined the advertisement, conditions, instructions and Scope of Services attached to the RFP for General Planning Consulting Services. The City requires cost for a Staff level Planner that would be stationed at City Hall for a total of 4 hours daily. Any additional cost information can be listed under the Staff level Planner.

Position/Title	Hourly Rate	Total Hours	Daily/Weekly/Monthly
Staff level Planner (Not AICP Certified) on-site at Avon Park City Hall.	\$	4 hours	Mon, Wed, Fri (Travel time is not billable)
AICP Staff Planner on-site at Avon Park City Hall.	\$	4 hours	Mon, Wed, Fri (Travel time is not billable)
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		

I \_\_\_\_\_, representing am authorized to execute this proposal and bind the organization to fulfill the terms and conditions of the service proposal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of entity contracting

By: \_\_\_\_\_

Printed name: \_\_\_\_\_