



THE CITY OF AVON PARK FLORIDA

Fire Assessment Study and Tax Roll Update

REQUEST FOR PROPOSAL

RFP # 51-14

November 2014



NOTICE OF RFP

RFP # 51-14

Sealed RFP will be received by the City Manager, City of Avon Park, 110 E Main St, Avon Park, FL 33825 until **December 5, 2014**, no later than 4:00PM at which time and place, RFP received will be publicly opened in the office of the City Manager and read aloud for the following:

Fire Assessment Study and Tax Roll Update

RFP Documents may be requested by visiting our Website at: <http://www.avonpark.cc> or by contacting the City of Avon Park, Julian DeLeon @ (863) 452-4403. RFP Documents are required for RFP submittal.

ADDENDA

It is the Contractor's responsibility to attain any addendums from the City's official web-site prior to submitting an RFP to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with RFP. Contractor questions will be accepted for addenda until **November 19, 2014 at 4PM** in order to provide sufficient time for City to respond appropriately to addenda. The failure of a Contractor to submit acknowledgement of any addenda that affects the RFP price(s) may be considered an irregularity and may be cause for rejection of the RFP.

INSURANCE & SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or Surety Company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as stated in the specifications. This insurance shall remain in effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the RFP as proof of insurability; if the current coverage does not meet the RFP requirements, then the Contractor should request an affidavit of insurability from the Contractor's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the RFP requirements.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the state, have at least a "B" policyholder's rating, have a financial rating of at least class VI in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the city.

CONTRACTOR'S COOPERATION – E-Verify

The City of Avon Park will require of Contractor provide proof of legal working status of Contractor and/ or Contractor's employees and sub-contractors and their employees who are awarded this RFP. Employers may avail themselves to E-Verify to help employer verify employment eligibility of new and existing hires and the validity of their Social Security numbers. Davis-Bacon Rules may apply. The City of Avon Park will require as part of the response to a RFP solicitation that the successful Contractor shall complete and submit an "Affidavit Certification Immigration Laws". The City reserves the right to revoke RFP award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor may incur as a result of employee verifications.

business with any public entity in excess of the threshold amount of \$10,000 for a period of 36 months from the date of being placed on the convicted vendor list.

287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a RFP on a contract or provide goods and services to a public entity, may not submit a RFP on a contract with a public entity for construction or repair of a public building or public work, may not submit RFP on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents and associates shall refrain from contacting or soliciting any City Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the City and preference will be given to those responses in full or substantially full compliance with them.
- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the City of Avon Park. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The CITY, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the City taking into consideration those responses in compliance with the requirements as set forth in this document. The City Council and Mayor reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Public Works Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability: Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be

\$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance: (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Special Requirements / Evidence of Insurance:

- a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this RFP. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:

“The City of Avon Park”, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers” shall be named as an “Additional Insured” on all policies except Worker's Compensation. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. The City will be given notice prior to cancellation or modification of any stipulated insurance.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. Such notification will be in writing by registered mail, return receipt to:

Avon Park City Hall, 110 East Main Street, Avon Park, FL 33825.

- b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
 - c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- N. If the goods or services being RFP are for an annual or a semi-annual contract period then Interlocal Agreements between The City of Avon Park, Highlands County, other State or City agencies, the City of Sebring and the Town of Lake Placid, and the Highlands City School Board, allow those entities to purchase goods and services through the City's RFP so long as such purchases will not interfere with the timely delivery of goods and services to the City in strict conformity with all specifications of its RFP. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands City reserves the right to direct the successful Contractor to prioritize its delivery of goods and services to the City ahead of delivery to other governmental entities purchasing under the City's RFP.

W. Evaluation Criteria

- 1. Experience in this type of work (10-points)**
- 2. Qualifications of staff assigned to this project (10-points)**
- 3. References Provided (10-points)**
- 4. Work Pricing (15-points)**
- 5. Proposed schedule to complete work (15-points)**

SPECIFICATIONS AND INSTRUCTIONS FOR PROPOSAL#51-14

INTRODUCTION

The City of Avon Park, Florida is seeking proposals from qualified firms/individuals to provide professional consulting services to **UPDATE THE METHODOLOGY AND FEES FOR THE FIRE AND RESCUE ASSESSMENT PROGRAM, and TAX ROLL UPDATE**

The successful proposer shall be familiar with municipal and County fees, rates and assessment schedules and structures and the Florida Statutes, Laws, Rules and promulgations thereby that govern local government fee assessments and budgeting processes.

SCOPE OF SERVICES

The City is looking for a consultant to provide prompt, fully researched and documented answers to the following questions:

1. How should the city apportion the fire assessment to each type of property – residential, commercial, agricultural, industrial/warehouse, institutional, government, hotels/motels, mobile home parks, recreational vehicle parks, vacant and any other type of assessable property?
2. Which expenditures of the Fire Department of the can be assessed as a special non-ad valorem assessment against real property in the City.

The consultant shall be solely responsible to research the actual statistics and then compile them into a useable format/database to make documented and justified recommendations to the City.

The City's 2013 estimated population is 10,200. The City of Avon Park consists of approximately 9.8 square miles.

PREPARATION OF ASSESSMENT FEE PROGRAM

1. Evaluate existing city documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, five-year budget requests, projected long-term capital needs and other data pertaining to the provision of the fire rescue services
2. Review and evaluate outstanding issues and assist the City in identifying policy decisions necessary to update the City's **assessment program for Fiscal Year 14-15.**
3. Determine the full cost of fire service delivery, using the city's most current financial information including direct and indirect costs.
4. Using a minimum of two years of fire incident reports, correlate the fixed property uses on the reports to comparable property uses on the tax roll. Analyze all property use categories within the City to determine which parcels receive a special benefit from the provision of fire rescue services and fairly apportion the assessable costs among all benefited parcels within each property use category.
5. Develop a fair and reasonable method of apportionment and accurate classification of parcels. Ensure that the recommended assessment rates and parcel classification conform to the statutory requirements of the "Uniform Method."
6. Identify service delivery issues that may affect the apportionment methodology.

7. Determine assessment rates, which must meet Florida case law requirements to be valid as a special assessment.
8. Identify alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirement
9. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection. Ensure that the data approach used is the data needed to the tax bill collection method in recurring years.
10. The successful consultant shall make a presentation of the completed program to the City of Avon Park City Council.
11. Assist the City with calculation, development and adoption of ensuing ordinances.
12. The successful consultant may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. At a separate hourly fee, the consultant shall be available to represent the City, serve as an expert witness and provide supporting documentation as necessary.
13. The consultant will provide the City an accurate inventory and tax roll, with recommend fire assessment amounts for the various property use or categories of use.
14. The consultant will evaluate and recommend additional categories from provide a fair cost distribution.
15. The consultant will update the tax roll and submit to the Highlands County Tax Collector for 2014/2015 fiscal years. The tax roll data will be provided in the electronic medium and format required by the Highlands County Tax Collector.
16. The Consultant will provide all source files to the City in Microsoft Word, and Excel.

Contact Information

Firms that need additional information may contact any of the following individual:

Maria Sutherland
 Administrative Services Director/ City Clerk
 110 E. Main St.
 Avon Park, FL 33825
 863-452-4403

Cost for Services	
Update of Assessment Methodology, evaluate department call out data, budget	\$
Update of last year's Tax Roll and Submittal to tax collector.	\$
Cost per Hour for any additional services	\$

This “Official Bid Form” MUST BE USED AND COMPLETED in submitting bids.

BID SUBMITTED BY:

Name of Company

Signature Title

Name as above printed or typed

Address

City State Zip

Date Submitted

The City reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Avon Park.

Attachment “B”

Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form “Affidavit Certification Immigration laws”.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218.

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

BID NO.: 51-14 **PROJECT NAME:** _____

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

Company Name: _____

Signature: _____ **Title:** _____ **Date:** _____

State of: _____ **County of:** _____

The forgoing instrument was signed and acknowledged before me this _____ day
of _____, 20 _____, by _____ who has
produced (Type of Identification and Number) _____ as identification.

Notary Public Signature: _____

Printed name of Notary Public: _____

Notary Commission Number/Expiration: _____