



## **Request for Proposals (RFP) 2023-03**

Impact Fee Study

The City of Crescent City (hereinafter referred to as the City) is seeking proposals from qualified firms, teams or individuals with experience in reestablishing a schedule of impact fees referenced in Chapter 2, Section 2.5 of the Code of Ordinances, and accordingly update the Capital Improvements Element (CIE) of the City's Comprehensive Plan. The impact fees to be considered are Transportation, Water, Sewer, Parks, Fire and Law Enforcement.

**Advertisement Date:** May 12, 2023  
**Deadline for Questions:** May 25, 2023 @ 5PM  
**Due Date:** May 31, 2023 @ 4:00 PM

**Contact:** Charles Rudd  
[citymanager@crescentcity-fl.com](mailto:citymanager@crescentcity-fl.com)

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original and one (1) digital copy on memory stick in Adobe PDF format in a sealed envelope marked in red ink **"RESPONSE TO REQUEST FOR PROPOSALS 2023-03."** Responses shall be submitted by mail, courier or in person at City of Crescent City, ATTN: Charles Rudd, City Manager, 3 N. Summit St., Crescent City, FL 32112 between the hours of 8:30 a.m. and 5:00 p.m., EST, Monday - Friday, excluding holidays observed by the City. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of thirty (30) pages. Forms required by this solicitation, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. All questions shall be emailed to the contact listed above, and all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City reserves the right to enter into agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, negotiate with top ranked respondent, and accept any submittals deemed to be in the best interest of the City.

A committee will evaluate respondent's submittals against evaluation criteria in order to reduce the total number of submittals to a qualified short-list of firms. Firms may be invited to make presentations for final evaluation.

## Scope of Services

The City of Crescent City proposes to reestablish a schedule of impact fees referenced in Chapter 2, Section 2.5 of the Code of Ordinances, and accordingly update the Capital Improvements Element (CIE) of the City's Comprehensive Plan. The Commission had established a moratorium on impact fees in 2013 and wishes to reestablish the fee schedule at this time. The impact fees to be considered are Transportation, Water, Sewer, Parks, Fire and Law Enforcement.

The proposed project has six tasks that will provide data for analyses, confirm the methodology to be used to bring impact fees up to date, update the Capital Improvements Element of the Comprehensive Plan, adopt the updated impact fee schedule, implement the updated impact fee schedule and provide continuing services.

The selected consultant will include advice and assistance to the City of Crescent City in general on impact fee matters, the preparation of an Impact Fee Methodology Report (including all impact fee calculations), preparation of a Capital Improvements Element, the preparation of a final impact fee schedule for adoption, preparation of an Impact Fee Ordinance conforming to all current state law requirements, and assistance to staff in implementing the program.

The consultant will consider the existing and proposed amounts of impact fees for the City of Crescent City for the following public facility categories:

- Roads, streets, and bridges, including rights of way, traffic signals, landscaping, and any local components of state or federal highways;
- Water treatment and distribution facilities;
- Sewer treatment and collection facilities;
- Parks, open space, and recreation areas and related facilities;
- Public safety facilities relating to law enforcement; and
- Public Safety facilities relating to fire facilities.

The result of the services will be the update and adoption of an impact fee schedule for Crescent City meeting all legal and administrative requirements. In addition, the CIE will conform to Florida requirements for inclusion in the City's Comprehensive Plan.

The services will include the following items:

### **Task 1: Project Kick-Off**

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#### **Task 1.1: Data Collection**

The first phase of the project will involve study organization with the staff and data collection. Immediately upon contract execution, the Consultant will work with City staff to schedule joint or

back-to-back meetings with key City staff members. At initial meetings, the Consultant will gather available information related to the project; identify major policy issues involved in updating a Crescent City impact fee program; and coordinate staff and Consultant responsibilities. The Consultants will obtain copies of all relevant plans, studies, data and documents needed to perform the scope of work.

Data to be gathered include, but are not limited to:

- Existing population, housing and employment forecasts for the city to the year 2045.
- The latest annual number of Occupational Tax (i.e., “business licenses) employment statistics by each range category.
- Property tax assessment totals by land use category.
- Inventories of all existing impact fee eligible community facilities.
- A list of currently proposed new or expanded facilities for which funding has already been identified or programmed, and method of funding (such as Grants, Bonds, General Fund, etc.).
- Debt payment schedules for outstanding bond issues or loans relating to identified facilities, if any; other capital improvement projects programmed and method of payment.
- A prioritized list of projects planned or envisioned by the City but not yet funded for each facility category, including estimated costs and start dates.
- Average values for new construction: Single-family homes, multi-family units and nonresidential buildings.

Budgeted capital projects, adopted Capital Improvement Plan project listings and departmental service plans/projections will be key inputs for the impact fee eligible project listings.

All current cost estimates will be converted to Net Present Value (NPV) by the Consultant using average annual inflation rates (the CPI and Engineering News Record’s BCI and CCI for building and other construction projects), discounted by the City’s current investment interest rate.

**Deliverables:**

- Meeting with all affected departments regarding project overview, data needs, planned capital projects, status, etc.

**Task 2: Impact Fee Methodology Report**

The preparation of an Impact Fee Methodology Report addressing each of the City’s impact fee eligible public facility categories listed above, including calculations of the maximum impact fees for each impact fee category. The Report will reflect the following:

**Population, Dwelling Unit and Employment Forecasts to 2045**

Socioeconomic forecasts will be prepared for the city as a whole. The results will be presented in a Technical Appendix containing all pertinent calculations.

## **Tax Digest Forecasts**

These will be needed to calculate credits for new development property taxes attributable to impact fee projects, and will reflect average new house sales prices and per-employee nonresidential property values. The calculation of a credit against impact fees as needed to avoid potential situations of double taxation.

## **Level of Service (LOS) Standards**

The current LOS will be calculated for law enforcement services and fire protection based on existing facilities and the pertinent day-night population served. The LOS for parks and recreation will be based on the City's past and planned improvements for an investment recoupment approach. The LOS for water and sewer services will be based on best available data for usage rates among types of construction. LOS standards for roads will be based on a comparison of traffic currently generated by existing development and the traffic generated by new growth and development in 2045.

Determination of the LOS standards to use—current, future or other—will be a function of City policies and the most advantageous impact fee calculations themselves. The Consultant will be guided by principle that impact fees will be collected throughout the city and that facilities will be available to all residents even though some facilities may well be focused on particular areas (such as neighborhood playgrounds operated by the City).

## **Funding Mechanisms**

Funding vehicles in place, including funding from the General Fund, Better Place Funding (1 cent sales tax), Utility Funds and from other sources (such as grants, bonds or short-term financing vehicles).

## **Maximum Impact Fees**

The maximum potential impact fee for each land use category is calculated to set the ceiling on fees that can be charged under state law. The actual fees to be charged will be decided by the City Commission as part of the Impact Fee Ordinance preparation process.

## **Deliverables:**

- Methodology Report containing all forecasts, credit data and NPV components, impact fee calculations for each public facility category, a maximum fee schedule by land use category, and an Executive Summary regarding the financial implications of adopting the impact fee program. Pertinent Technical Appendices will be attached.
- The document will be delivered in digital (PDF) format for reproduction and digital distribution to the appropriate parties by the City staff.
- Briefing Paper summarizing the Methodology Report for public and City Commission presentation.
- Attendance at one City Commission meeting to review and present the draft Methodology Report, which then will be finalized reflecting City Commission comments.

### **Task 3: Capital Improvements Element**

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A draft Capital Improvements Element (CIE) based on the finalized Methodology Report will be prepared. The CIE document will be drawn from those portions of the Methodology Report (with supplemental text added) that are required to be included by the Florida Department of Economic Opportunity.

Impact fee projects will be included in the 5-Year Community Work Program that will be added as a part of the CIE.

The document will be delivered in digital (PDF) format for reproduction and digital distribution to the appropriate parties by City staff.

Following presentation of the Draft CIE to staff, the Consultant will facilitate a public hearing before the City Commission to receive public input and for authorization to transmit the CIE to the Department of Economic Opportunity for review as an annual update to the city's Comprehensive Plan.

#### **Deliverables:**

- Draft Capital Improvements Element containing all data required by the Florida Department of Economic Opportunity (DEO). Pertinent Technical Appendices will be included.
- Briefing Paper summarizing the Capital Improvements Element for Staff and City Commission presentation.
- Recommended formats for the public hearing notice and the Transmittal Resolution for the transmittal public hearing.
- Attendance at the transmittal public hearing before the City Commission regarding transmittal of the draft CIE to the DEO.
- Review of comments from DEO on the new CIE (if any) and appropriate responses and/or revisions.

### **Task 4: Adoption of the Impact Fee Program**

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Adoption will involve the following:

#### **Task 4.1 Impact Fee Ordinance**

In order to expedite implementation of the impact fee program, the Impact Fee Ordinance will be prepared by the Consultant for review by the City Attorney during the 30-day DEO review process on the CIE, such that the Ordinance and the CIE can be adopted at the same City Commission meeting, and impact fees implemented 90 days thereafter.

Preparation of the City's Impact Fee Ordinance and recommendations (if any) to assure conformance to Chapter 163.31801 of the Florida Statutes.

### **City Commission Briefing**

Preparation of briefing materials as needed for discussions with the City Commission regarding appropriate levels of impact fees to be charged.

### **Fee Schedule for Adoption**

Preparation of an impact fee schedule to be attached to the City's Impact Fee Ordinance.

### **Task 4.2 Adoption of the Capital Improvements Element**

During the DEO required review period, which can take up to 60 days, the Consultant will coordinate with the DEO staff as appropriate to facilitate their review and answer any questions. Following receipt of their review comments, the Consultant will provide necessary revisions, if any, and attend the City Commission meeting for adoption of the CIE. It is anticipated that the CIE adoption will coincide with the 2nd public hearing on adoption of the Impact Fee Ordinance.

#### **Deliverables:**

- Preparation of a draft of the Impact Fee Ordinance in conformance to Chapter 163.31801 of the Florida Statutes. The document will be delivered in digital (PDF) format for reproduction and digital distribution to the appropriate parties by the City staff. The draft ordinance will be supplied as a Word document by the Consultant to the City Attorney to facilitate the recordation of changes or corrections to the draft document.
- Attendance at one City Commission meeting to discuss the draft Impact Fee Ordinance and to set the final fee schedule.
- Recommended formats for the public notice to be published for the two public hearings regarding adoption of the Impact Fee Ordinance.
- Attendance at the first public hearing of the City Commission regarding adoption of the Impact Fee Ordinance.
- Attendance at the second public hearing of the City Commission to adopt the Impact Fee Ordinance as well as the Capital Improvements Element.
- Delivery of the as-adopted CIE in digital format for transmittal by the City staff to Florida Department of Economic Opportunity for their records.

### **Task 5: Implementation of the Impact Fee Program**

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It is proposed that this Task also will occur during the DEO review process on the CIE, such that the City staff will be fully prepared to implement the impact fee program 90 days after the Ordinance and the CIE are adopted by the City Commission. The consultant will meet with City staff for training and for implementing a system for administering the impact fees.

As one option, services will include development of a computerized fee assessment and collection program based on the City’s software and tailored to Crescent City, consultation with administrative staff on appeals and individual assessment procedures, and assistance to accounting staff in setting up the procedures necessary to maintain internal accounts and prepare an annual financial report to DEO.

A written Program Operations Manual for building permitting staff will be provided, along with an Administrative Procedures Manual for the Impact Fee Administrator and Finance Director. Our services will include consultation with administrative staff on appeals and individual assessment procedures, and assistance to accounting staff to assure that appropriate procedures necessary to maintain internal accounts are in place.

**Deliverables:**

- Creation of a computerized fee assessment and collection program or consultation with the City staff for incorporation of such a function on the City’s computer system.
- One in-person training session with City staff, with additional guidance provided via email, phone, and/or Zoom on an as-needed basis.
- Program Operations Manual showing detailed procedures for operation of the computerized assessment program.
- Administrative Procedures Manual for administrative processes (appeals, individual assessments, annual reporting, record keeping, etc.)

**Task 6: Continuing Services**

Following adoption and implementation of the Impact Fee Program, the Consultant will be available to answer questions, provide explanations and otherwise provide continuing advice to City staff as questions or issues arise for a period of one year at no cost to the City. This assistance will be advisory in nature and delivered by telephone or email as appropriate to the inquiry.

**Estimated Timeline:** (Dates subject to change, but Tasks 1-5 must be completed by August, 2023)

May 12, 2023	RFP Issued
May 31, 2023	RFP Submission Deadline
June 8, 2023	Consultant selected
June 2023 – July 2023	Task 1 Completed
June 2023 - July 2023	Task 2 & 3 Completed
August 2023 – September 2023	Task 4 Completed
October 2023	Task 5 Completed
October 2023	Task 6 Completed

**Deliverables:**

1. Meeting with all affected departments regarding project overview, data needs, planned capital projects, status, etc.
2. Methodology Report containing all forecasts, credit data and NPV components, impact fee calculations for each public facility category, a maximum fee schedule by land use category, and an Executive Summary regarding the financial implications of adopting the impact fee program. Pertinent Technical Appendices will be attached.
3. The document will be delivered in digital (PDF) format for reproduction and digital distribution to the appropriate parties by the City staff.
4. Briefing Paper summarizing the Methodology Report for public and City Commission presentation.
5. Attendance at one City Commission meeting to review the draft Methodology Report, which then will be finalized reflecting City Commission comments.
6. Draft Capital Improvements Element containing all data required by the Florida Department of Economic Opportunity (DEO). Pertinent Technical Appendices will be included.
7. Briefing Paper summarizing the Capital Improvements Element for Staff and City Commission presentation.
8. Recommended formats for the public hearing notice and the Transmittal Resolution for the transmittal public hearing.
9. Attendance at the transmittal public hearing before the City Commission regarding transmittal of the draft CIE to the DEO.
10. Review of comments from DEO on the new CIE (if any) and appropriate responses and/or revisions.
11. Preparation of a draft of the Impact Fee Ordinance in conformance to Chapter 163.31801 of the Florida Statutes. The document will be delivered in digital (PDF) format for reproduction and digital distribution to the appropriate parties by the City staff. The draft ordinance will be supplied as a Word document by the Consultant to the City Attorney to facilitate the recordation of changes or corrections to the draft document.
12. Attendance at one City Commission meeting to discuss the draft Impact Fee Ordinance and to set the final fee schedule.
13. Recommended formats for the public notice to be published for the two public hearings regarding adoption of the Impact Fee Ordinance.
14. Attendance at the first public hearing of the City Commission regarding adoption of the Impact Fee



Ordinance.

15. Attendance at the second public hearing of the City Commission to adopt the Impact Fee Ordinance as well as the Capital Improvements Element.
16. Delivery of the as-adopted CIE in digital format for transmittal by the City staff to Florida Department of Economic Opportunity for their records.
17. Creation of the computerized fee assessment and collection program or consultation with the City staff for incorporation of such a function on the City's computer system.
18. One in-person training session with City staff, with additional guidance provided via email, phone, and/or Zoom on an as-needed basis.
19. Program Operations Manual showing detailed procedures for operation of the computerized assessment program.
20. Administrative Procedures Manual for administrative processes (appeals, individual assessments, annual reporting, record keeping, etc.)

**The cost of the above tasks, within the Scope of Services, shall be utilized as part of the evaluation criteria, as this is not a CCNA assignment.**

**Selection Procedure:**

The evaluation and recommendation committee shall be responsible for short-listing the most qualified firms. The committee may request additional or clarifying information from any responder. Short-listed firms may be invited to appear in front of the committee and/or City Commission for oral presentations and/or discussion (Q&A).

- Qualifications of the firm and its personnel **(20 points)**
- Experience and prior/current performance with the City of Crescent City and similarly situated local units of government **(20 points)**
- Schedule and Cost Proposal **(40 Points)**
- Quality of the letters of reference from local government clients for similar work. Limit of one (1) letter per client. This should include three (3) current references (within the last year) directly related to the requirements of this RFP. Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and email address. **(20 Points)**

Responses should be both thorough and concise, detailing experience, personnel, and references relative to the discipline areas mentioned above, and must demonstrate the ability to provide the required services.

**Proposal Package:**

The Proposal Package shall contain the following information behind tabs identified as A-F:

- Cover Letter and Contact Sheet – Exhibit A
- TAB A Qualifications and Experience
- TAB B Description of related projects
- TAB C Cost Proposal- The response to the Request for Qualifications & Proposal shall contain a not to exceed cost proposal which includes the amount of time that each individual is expected to spend on each phase or component of the study, as well as a detailed breakdown of reimbursable costs. The response shall include the cost for all necessary public meetings.
- TAB D Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested
- TAB E Three (3) current references directly related to the requirements of this RFP  
Contact information must include project name, contact person’s name, company, complete address, phone number (land line and cell phone) and email address. (Letters of reference are highly preferred by the City.)
- TAB F Public Entity Crimes Statement - Exhibit B  
Drug Free Workplace Certification - Exhibit C  
E-Verify Statement - Exhibit D  
Respondent’s Certification –Exhibit E

**General Terms and Conditions:**

**A. Fund Availability.**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Crescent City abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

**B. Professional Regulation.**

Attach a copy of the current Florida Department of Professional Regulation License(s) registration with the appropriate Board(s) for your firm and each of the license numbers.

**C. Permits, Licenses, or Fees.**

Any permits, licenses, or fees required will be the responsibility of the proposer. The City of Crescent City will not entertain separate payment for these items.

**D. Taxes.**

The City of Crescent City does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this solicitation document.

**E. Governing Laws and Venue.**

Any contractual arrangement between the City of Crescent City and the proposer shall be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising

under any contractual arrangement shall be brought in the appropriate court in Putnam County, Florida.

**F. Conflict of Interest.**

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Crescent City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

**G. Additional Terms and Conditions.**

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the respondent's authorized signature affixed to the response's signature section attests to this.

**H. Indemnification.**

The Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**I. Insurance**

The Consultant shall not commence any Work until they have obtained all of the following applicable types of insurance and such insurance has been approved by the City, has named the City as an additional insured by separate written endorsement, except for Workers' Compensation Coverage and Consultant Liability, nor shall the Consultant allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the City in writing.

The Consultants' insurance, and the insurance of any other party bound to the Consultant, shall be considered primary. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Crescent City for the Consultant's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Crescent City.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Crescent City as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms may be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Crescent City to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors' coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Crescent City of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that

Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

#### Loss Deductible

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

#### Subcontractor's Insurance

Consultant shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Consultant's insurance.

Consultant shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

#### Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City and a copy to the City's Representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City and such Certificate shall clearly state all the coverages required in this Article;
- If requested by the City, the Consultant shall furnish complete copies of his/her and any Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

#### Workers' Compensation Insurance

The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and any Work which is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the contractor's expense Workers' Compensation and

Employer's Liability insurance coverage for the life of this Subcontract. The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Consultant shall provide adequate insurance, satisfactory to City for the protection of employees not otherwise protected.

Liability Insurance

The Consultant shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damage, for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by him/herself or by anyone directly or indirectly employed by him/her, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The Consultant shall purchase and maintain at the Consultant's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form). Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.

- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

The consultant shall purchase and maintain at the contractor’s expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$500,000 Bodily Injury-Per Person \$1,000,000 Bodily Injury-Per Accident \$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-City and hired automobiles and employee non-ownership use.

Excess Liability Insurance

The Consultant shall purchase and maintain at the contractor’s expense Excess Liability (Umbrella Form) insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Property Insurance

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Consultant shall provide Builder’s Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Builder's Risk Coverage (if applicable)

The Consultant shall take out and maintain a "Builder's Risk Policy" completed value form issued to provide coverages on a “all risk” basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Consultant, City, Subcontractors, Sub-subcontractors and suppliers.

- A provision that the coverage shall not be lapsed or canceled due to occupancy by the City prior to final acceptance and payment by the City.
- The City of Crescent City being named as an additional insured.

**Consultant Liability Insurance.**

During the term of this agreement, the Consultant will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Consultant. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Crescent City may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

**J. Public Entities Crimes.**

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in category two, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Crescent City in accordance with all Florida Statutes.

**K. Acceptance of Goods/Services.**

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

**L. Drug-Free Workplace.**

By signature on this solicitation, and completion of the Drug-Free Workplace form, the proposer certifies that it is qualified to do business with the City Crescent City and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

**M. Equal Opportunity.**

The City of Crescent City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

**N. Lobbying.**



Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

**O. Public Records.**

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office.

**P. Cost of Submittal.**

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the City.

# EXHIBIT "A"



## CONTACT SHEET CITY OF CRESCENT CITY, FL

\*\*\*\*\*

Name: \_\_\_\_\_

Federal Taxpayer ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Title: \_\_\_\_\_

Vendor Accepts Credit Cards\*: Yes No (Please Circle)

Accounting Contact:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**\*See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

# EXHIBIT "B"



## CITY OF CRESCENT CITY, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records 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.
6. 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 City of Crescent City, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract for 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, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

# EXHIBIT "C"



## DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

# EXHIBIT “D”



## E-VERIFY STATEMENT

**Bid/Proposal/RFQ Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

**Company/Firm:** \_\_\_\_\_

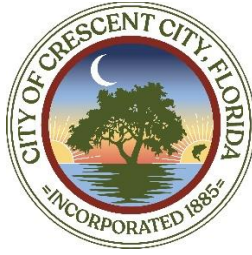
**Contact Name (Print):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# EXHIBIT “E-1”



## RESPONDENT’S CERTIFICATION

1. The execution of this Certification by the undersigned acknowledges the receipt of the City of Crescent City’s Request for Proposals (RFP), other related documents identified in the RFP, and any and all Addenda(s) issued by the City regarding this RFP. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.
2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Crescent City, City Manager.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification

for the same product or service; no officer, employee or agent of the City of Crescent City or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

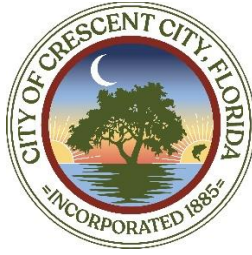
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:



# EXHIBIT “E-2”



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

### TO BE COMPLETED BY ALL SUB-CONSULTANTS

#### Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Company/Firm:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_