

# REQUEST FOR QUALIFICATIONS



## CITY OF CALLAWAY PROFESSIONAL PLANNING SERVICES RFQ NO: CM2024-02

**ADVERTISED:** The Panama City News Herald & on the Bay County Public Notice Website, Monday, February 5, 2024

**PREBID MEETING:** N/A

**BID DEADLINE:** 1:00 p.m. Wednesday, February 21, 2024

### QUALIFICATIONS ARE TO BE SUBMITTED TO:

CITY OF CALLAWAY  
ATTN: AUDRA K BOSWELL, CITY CLERK  
6601 EAST HWY. 22  
CALLAWAY, FL 32404

**BID OPENING:** 1:20 p.m. – Wednesday, February 21, 2024  
Callaway Arts & Conference Center, 500 Callaway Park Way

  
Audra K. Boswell, City Clerk

## INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified planning professionals or firms are invited to submit a statements of qualifications to the **CITY OF CALLAWAY** for the **PROFESSIONAL PLANNING SERVICES, RFQ NO: CM2024-02**, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

Bid/Proposal packages are available for downloading from Vendor Registry via the City's website at [www.cityofcallaway.com/316/bids](http://www.cityofcallaway.com/316/bids) or by calling the City Clerk's Office at 850-215-6694 and must include one (1) **original** and **five (5) copies** and be addressed to:

CITY OF CALLAWAY  
ATTN: CITY CLERK  
6601 East Hwy. 22  
CALLAWAY, FL 32404

Proposals must be **received** at the address listed above no later than **1:00 p.m. on Wednesday, February 21, 2024**. Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFQ number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

### **INTERPRETATION OF SPECIFICATION**

**All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted in writing via email to the City Clerk as shown below:**

Audra K. Boswell, City Clerk  
City of Callaway  
6601 East Hwy. 22 ~ Callaway, FL 32404  
aboswell@cityofcallaway.com

**No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with the City's Purchasing Policy, respondents to this solicitation or persons acting on their behalf **may not contact**, between the release of the solicitation and the time the City awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the procurement process, **any City Commissioner, any City employee, or any agent of the City who is authorized to act on behalf of the City** on such procurement, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Further, respondent is hereby notified that per Section 287.05701, Florida Statutes, the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.**

All questions must be received at least seven (7) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at [www.cityofcallaway.com](http://www.cityofcallaway.com) and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

To receive consideration, all proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the City during this period.

Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time. Each Proposal shall be delivered to the City Clerk, no later than submittal deadline. Special Accommodation: Any person requiring a special accommodation at the PreSubmittal Conference or Submittal opening because of a disability should call the City Clerk at (850) 871-6000 at least five (5) calendar days prior to Submittal opening. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (Voice) or 1-800-955-7661 (TDD).

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

**Interested firms shall not contact, lobby or otherwise communicate with any City of Callaway staff member, including any member of the City Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties.** Any such communication shall result in disqualification from consideration for award of a contract for these services.

*Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid invitation, solicitation of Qualifications or Request for Qualifications, shall file with the City Clerk's Office for City of Callaway, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of City of Callaway) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the City Clerk's Office.*

*Per 120.57 (3) F.S. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the division by electronic means through the division's website for proceedings under subsection (1).*

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**CITY OF CALLAWAY**  
**SPECIAL INSTRUCTIONS AND CONDITIONS**  
**PROFESSIONAL PLANNING SERVICES**  
**RFQ NO: CM2024-02**

**\* Note: The GENERAL INSTRUCTIONS AND CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.**

**A. Description: ( ) See Attached (X) As Follows**

The City of Callaway is requesting the submittal of statements of qualification for **PROFESSIONAL PLANNING SERVICES RFQ NO: CM2024-02** from interested planning professionals or firms for a Continuing Professional Planning Services Contract to complete any or all of the following types of services on an as needed basis:

- Initiating and conducting public workshops/charettes
- Community, neighborhood, and comprehensive planning
- Collecting and evaluating data and analysis
- Preparing textual revisions and essential narratives for the Comprehensive Plan and Land Development Regulations
- Developing and preparing overlay districts
- Analyzing growth and development patterns
- Preparing the Evaluation and Appraisal Report amendments
- Review of the Comprehensive Plan, Land Development Regulations to recommend revisions and updates
- Preparing, and implementing Findings of Necessity Studies, Community Redevelopment Agency Plans and Budgets
- Perform ancillary services as required

**B. Specifications: (X) See Attached ( ) As follows:**

See attached Minimum Technical Specifications

**C. Contract/Agreement Required: ( ) None (X) As follows:**

See attached Sample Contract

**D. Items to be submitted with Proposal: ( ) None (X) As follows:**

- Submittal Form(s) with signature page(s).
- Addendum Acknowledgement.
- Proof of Insurance.
- Public Entity Crimes Statement.
- Anti-Collusion Clause Form
- Conflict of Interest Form
- State of Florida License
- Drug Free Workplace Certification.
- One (1) original with five (5) copies of the bid submittal.
- Proprietary/Confidential Information Form

**E. Deadline and place for submission of Proposals:**

**1:00 pm., Wednesday, February 21, 2024**

**City Hall**

**6601 East Hwy. 22**

**Callaway, FL 32404**

**F. Insurance Requirements: ( ) None (X) As follows:**

	<b><u>Minimum Coverage</u></b>
<u>Property Damage:</u>	<u>\$ 500,000</u>
<u>General Liability:</u>	<u>\$ 1,000,000/2,000,000</u>
<u>Automobile Liability:</u>	<u>\$ 1,000,000/2,000,000</u>
<u>Workers' Compensation:</u>	<u>\$ Statutory Limit*</u>

*Note: Insurance Certificate must be provided by Successful Bidder/Proposer upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.*

**H. Bond Requirements: (X) None ( ) As follows:**

	<b><u>Amount of Bond</u></b>
Bid Bond	\$ _____ or <u>N/A</u> % of Bid
Performance Bond	\$ _____ or <u>N/A</u> % of Bid
Payment Bond	\$ _____ or <u>N/A</u> % of Bid
Construction Bond	\$ _____ or <u>N/A</u> % of Bid
Other: _____	\$ _____ or <u>N/A</u> % of Bid

**I. Number of Copies of Bid Forms with original signature(s) Required:**

One (1) unbound original, with notarized Signatures, plus five (5) copies

***NOTICE:***

***Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.***

# GENERAL INSTRUCTIONS AND CONDITIONS

## CITY OF CALLAWAY REQUEST FOR QUALIFICATIONS PROFESSIONAL PLANNING SERVICES RFQ NO.: CM2024-02

### INTRODUCTION

The **City of Callaway** is requesting the submittal of statements of qualification for **PROFESSIONAL PLANNING SERVICES RFQ NO: CM2024-02** from interested planning professionals or firms for a Continuing Professional Planning Services Contract to complete any or all of the following types of services on an as needed basis:

- Initiating and conducting public workshops/charettes
- Community, neighborhood, and comprehensive planning
- Collecting and evaluating data and analysis
- Preparing textual revisions and essential narratives for the Comprehensive Plan and Land Development Regulations
- Developing and preparing overlay districts
- Analyzing growth and development patterns
- Preparing the Evaluation and Appraisal Report amendments
- Review of the Comprehensive Plan, Land Development Regulations to recommend revisions and updates
- Preparing, and implementing Findings of Necessity Studies, Community Redevelopment Agency Plans and Budgets
- Perform ancillary services as required

This contract is intended to be a time-saving device for City staff to augment in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects. This contract will allow the City to solicit proposals directly from the consultant for each project or task. The City, at any time, reserves the right to solicit separate proposals for any and all projects or tasks. Selection by the City as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to consultants on an as needed basis and based on the consultant's current workload or availability, expertise in the project area, and previous work awarded.

### QUALIFICATIONS

The City reserves the right to select firms based solely on the content of the qualifications that are received. The City reserves the right to reject any and all bids. All firms meeting the minimum qualifications will be placed on the City's consultant list. Responses will be evaluated with the following criteria:

- Qualifications of firm, staff, and consultants
- Previous Comprehensive Planning and Land Development Regulation experience in North Florida
- Reputation of client references
- Understanding and familiarity of the City's Comprehensive Plan and Land Development Regulations
- Claims and litigation history

### NOTICE TO BIDDERS/PROPOSERS

The following general instructions and conditions apply to all Requests for Bids/Proposals unless

modified by the provisions set forth in the “**Special Instructions and Conditions**” attached hereto. If there is a conflict between the “Special Instructions and Conditions” and these “General Instructions and Conditions,” the provisions in the Special Instructions and Conditions will apply. **Note: the General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.**

### **SUBMITTAL DEADLINE/DELIVERY**

**SEALED PROPOSALS** for RFQ No. CM2024-02 Professional Planning Services will be received by Audra K. Boswell, City Clerk at the Callaway City Hall, 6601 E. Highway 22, Callaway, Florida, 32404 up until 1:00 PM (central time) Wednesday, February 21, 2024. Proposals will be publicly opened immediately following the deadline at the Callaway Arts & Conference Center, 500 Callaway Park Way, Callaway, Florida, 32404. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time. Each Proposal shall be delivered to the City Clerk, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a PreSubmittal Conference or Submittal opening because of a disability should call the City Clerk at (850) 215-6694 at least (5) workdays prior to the Submittal opening. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (Voice) or 1-800-955-7661 (TDD).

### **THE CITY RESERVES THE RIGHT TO:**

- a. Accept or reject any and all Proposals, whole or in part.
- b. Conduct investigations of the qualifications of the Proposers as deemed appropriate.
- c. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
- d. Reject all submitted Proposals and provide for the request of additional Proposals whenever it finds that the Proposals submitted are not responsive to the request for Proposals, or that the Proposal are not responsible.
- e. Waive any technicalities or informalities.
- f. Award a contract(s) deemed to be in the best interest of the City.
- g. Retain all Proposals and to use any ideas in a Proposal regardless of whether that Proposal is selected.

### **SOLICITATION DOCUMENTS**

Electronic versions of the solicitation documents are available via the City’s website at [www.cityofcallaway.com](http://www.cityofcallaway.com) or [www.vendorregistry.com](http://www.vendorregistry.com) . Solicitation documents are also available at the City Hall, 6601 E. Hwy 22, Callaway, Florida, 32404, and may be obtained at this address.

### **POINT OF CONTACT**

The city Clerk will be the only point of contact for this RFQ. Under no circumstances may a Respondent contact any City Commissioner, City Administrator, or City employee concerning this RFQ until after award. Any such contact may result in disqualification.

### **QUESTIONS**

Proposers shall submit all questions, in writing, to the City Clerk at [aboswell@cityofcallaway.com](mailto:aboswell@cityofcallaway.com) . All questions shall be submitted no later than 5:00 pm (central time) on Thursday, February 15, 2024.

### **ADDENDA**

If any addenda are issued after the initial specifications are released, the City will post the addenda on the City website at: [www.cityofcallaway.com](http://www.cityofcallaway.com) and [www.vendorregistry.com](http://www.vendorregistry.com) . It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the City Clerk to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.



## **PROPOSAL FORM**

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitation or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

## **WITHDRAWAL OF PROPOSALS**

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the City during this period.

## **CANCELLATION**

The City may cancel this RFQ, or reject in whole or in part, when it is in the best interest of the City, as determined by the City Manager and/or City Commission. Notice of cancellation shall be posted on the City website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

## **RIGHT TO REJECT**

The City reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

If Proposer purports to add terms or conditions to its Bid, takes exception to any provisions of the Bidding Documents, or attempts to alter the contents of the Contract Documents for the purposes of the Bid, whether in the Bid itself or in a separate communication to the City, then the City will reject the bid as nonresponsive.

## **BASIS OF AWARD**

The City shall award the contract to the responsive, responsible Proposer(s); who rank highest in the evaluation process based on the criteria specified in the Request for Qualifications Proposal Instructions.

## **EXECUTION OF AGREEMENT**

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City Clerk all required documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the City Clerk before the successful Firm may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Proposer create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and all insurance policies and other required deliverables are provided and approved by the City.

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

## **GENERAL TERMS**

Companies that are required to register with the State of Florida Division of Corporations as a domestic or foreign business entity should provide evidence of their registration.

## **NON-DISCRIMINATION**

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore the Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation, in, be denied benefits of, or

be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

### **PROPOSER ACKNOWLEDGEMENT**

By submitting a Bid, the Proposer certifies and or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or vendor of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Callaway and the individual or vendor selected.

### **PROPOSER EXPENSES**

The City is not responsible for any expenses that a Proposer may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the Proposer. The City will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

### **CHANGE ORDER**

No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

### **CONE OF SILENCE**

The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential Proposers and their agents must not communicate in any way with the City Commission, City Manager, or any City Staff other than the City Clerk in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Commission. Such communication may result in disqualification.

### **CONFLICT OF INTEREST**

Proposers, by responding to this RFQ, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the City has a financial interest, directly or indirectly, in the ownership of the Proposer except as disclosed herein. Any such interest shall be disclosed in writing to the City.

### **DEBARRED/SUSPENDED VENDORS**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not:

- a) submit a response on a contract to provide goods or services to a public entity;
- b) may not submit a response on a contract with a public entity for the construction or repair of a public building or public work;
- c) may not submit a response on leases of real property to a public entity;
- d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and
- e) may not transact business with any public entity.

### **LICENSES**

Contractor shall be properly licensed to perform work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their proposal. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period.

### **REPRESENTATIONS**

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

### **WARRANTY**

All goods and services furnished by proposer, relating to and pursuant to this RFQ, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all

necessary action, at proposer's expense, to correct such breach in the most expeditious manner possible.

### **SUB-CONSULTANTS**

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of Sub-Consultants should be included in the Proposer's Response. Request for use of Sub-Consultants received subsequent to the solicitation process are subject to review and approval by the City.

The City reserves the right to request and review information in conjunction with its determination regarding a Sub-Consultant request. All Sub-Consultants are subject to the same requirements of this solicitation as the awarded contractor.

### **DEFAULT/FAILURE TO PERFORM**

The City of Callaway shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will provide the Proposer three (3) days notice (weekends and holidays excluded) to remedy the default. Failure on the Proposer's part to correct the default within the required three (3) days shall result in the contract being terminated, upon the City's notifying in writing the Proposer of its intentions and the effective date of the termination. The following shall constitute default: The City of Callaway may terminate the Contract if the Proposer fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

### **DEVIATION FROM SPECIFICATION**

Any deviation from specifications must be clearly stated, explained in detail, and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

### **DOING BUSINESS WITH THE CITY**

When a vendor is awarded a contract with the City, the City will request a copy of the vendor's completed W-9 to register the vendor in the City's financial system for invoice processing and payment. Vendors may choose ACH or check for payments of invoices.

### **E-VERIFY**

The awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility", as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Proposers to provide an affidavit attesting that the sub-Proposer does not employ, contract with, or subcontract with, an unauthorized alien. The Proposer shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Proposer knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Proposer, the Proposer may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination.

### **FORCE MAJEURE**

Neither the City nor the Proposer shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage, and fire and pandemic, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

## **HOLD HARMLESS AND INDEMNIFICATION**

- a. The Contractor shall indemnify and hold harmless the City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.
- b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.
- c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

## **INSURANCE**

Proposer shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements stated in the Special Instructions and Conditions.

Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Proposer shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: City Clerk, City of Callaway, 6601 E. Hwy 22, Callaway, Florida 32404.

## **DUTY TO PAY DEFENSE COSTS AND EXPENSES**

- a. The Proposer agrees to reimburse and pay on behalf of the City the cost of the City legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the City has prevailed.
- b. The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

## **CONTRACT PRICE**

The City shall negotiate a contract with the top ranked firm(s) for services at compensation which the County determines is fair, competitive, and reasonable.

Contract price shall include all charges for completing the work and include layout insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

## **PROTEST**

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City website at: [www.cityofcallaway.com](http://www.cityofcallaway.com). The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information may be found in the City Code.

## **INTERPRETATIONS**

Any questions concerning conditions and specifications shall be directed to the City Clerk. Interpretations that may affect the eventual outcome of this Bid will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Callaway.

### **MINOR IRREGULARITIES/INFORMALITIES**

The City of Callaway reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

### **NON-COLLUSION**

The Proposer certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Proposer shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

### **NOTIFICATIONS**

The City of Callaway official website for notices, Bids, addendums, and other documents is located at <https://www.cityofcallaway.com>. Proposers are also advised that *Vendor Registry* via the City's website at <https://www.cityofcallaway.com/316/Bids> is one of the City's sourcing methods of notices, addendums, Bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Proposers are responsible for checking [www.cityofcallaway.com/316/Bids](http://www.cityofcallaway.com/316/Bids) or <https://www.cityofcallaway.com> for information and updates concerning solicitations or contact the City Clerk.

### **PAYMENT**

Upon acceptance of work by the City, the City shall make payment to the Proposer in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Proposer when requested to do so by the City's Department Representative. All invoices shall be directed to City Clerk, City of Callaway.

### **PURCHASING POLICIES**

For more information on the City's purchasing policies and procedures, or to review the City's Purchasing Manual, please visit the City's website at <https://www.cityofcallaway.com>.

### **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 a public entity, may not be awarded or perform work as a contractor, 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 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

### **ACCESS TO RECORDS**

- (1) The Contractor agrees to provide the City, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the City of Callaway or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for five years after the City makes final payment and all other pending matters

are closed. Contractor's failure or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the City.

### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Qualifications and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The City is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- e. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the [City Clerk]. The Contractor agrees to make available to the [City Clerk], during normal business hours and in the City, all books of account, reports and records relating to this contract.

Questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at (850) 215-6694 or [aboswell@cityofcallaway.com](mailto:aboswell@cityofcallaway.com).

**If the Proposer has questions regarding the application of Chapter 119 Florida Statutes, to the Proposer's duty to provide public records relating to this contract, contact the custodian of public records at the City of Callaway City Clerk, 6601 E. Hwy 22, Callaway, Florida 32404; 850-215-6694 or [Aboswell@cityofcallaway.com](mailto:Aboswell@cityofcallaway.com).**

### **REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION**

The Proposer shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Proposer financial resources as well as the ability to provide and maintain the goods or services requested.

### **RESPONSIBLE VENDOR DETERMINATION**

Respondent is here notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

## **RECOMMENDATION OF AWARD INFORMATION**

Notice of Award, Bids currently available, and Tabulation sheets will be available from the City Clerk. Proposers who do not have Internet access may request a copy of the tabulation by contacting the City Clerk at [Aboswell@cityofcallaway.com](mailto:Aboswell@cityofcallaway.com) or (850) 215-6694. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

## **RESPONSIBLE PROPOSER**

A Proposer, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid. The City may review vendor performance on City Contracts, and other public entity contracts, in arriving at a determination as to whether a Proposer meets the definition of a responsible vendor who may be recommended for award.

## **RESPONSIVE PROPOSER**

A Proposer, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the Invitation to Bid and all of its requirements, including all form and substance.

## **TAX EXEMPTIONS**

The City of Callaway is tax exempt.

## **TIME FOR CONSIDERATIONS**

Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (90) days thereafter.

## **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the City must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the City rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

**FORMAT:** Each Firm's proposal shall include sufficient information to enable the City to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material

are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled “Original”, five (5) copies clearly labeled “Copy” and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will not be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to City for a period of ninety (90) days after the opening. Emphasis in each Submittal must be on completeness and clarity of content.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms (Please number and title the tabs for each section as indicated):

**1. Table of Contents (Tab 1)**

- (a) Clearly identify all sections referenced below.
- (b) Sections shall be separately tabbed for ease of reference.

**2. Qualification Letter (Tab 2)**

This letter will summarize in a brief and concise statement the respondents' qualifications. An official authorized to negotiate for the respondent must sign the letter of transmittal.

**3. Office Location (Tab 3)**

The location of the office where the work will be prepared and key personnel in that office. The Respondents firm may identify all of their offices, but the location of the main office that will be responsible for the actual production of the work and the key personnel in that office who will be responsible for the completion of the work must be identified.

**4. Organization Profile and Qualifications (Tab 4)**

This section of the proposal must describe the respondent, including the size of the office responsible for the work activities. The respondent shall provide the City with the resumes of all primary individuals involved. The respondent must supply all proper Florida business license(s). In addition, the respondent must supply the following information:

- Qualifications of firm, staff, and consultants
- Previous Comprehensive Planning and Land Development Regulation experience in North Florida
- Understanding and familiarity of the City’s Comprehensive Plan and Land Development Regulations
- Type of organization (i.e. individual partnership, corporation, joint venture, etc.) and year established.
- Principles of firm and core values.
- Person in responsible charge of the City's work and diagram of proposed organizational structure.

**5. References (Tab 5)**

This section of the submission must include a minimum of three (3) City and/or County client references.

**6. Claims and Litigation History (Tab 6)**



## 7. Required Additional Forms (Tab 7)

### EVALUATION /SELECTION PROCESS

#### EVALUATION PROCEDURES

The responses will be evaluated using two (2) sets of criteria. Respondents meeting the mandatory criteria will have their proposals evaluated for responsiveness. Responsive Respondents will then be scored on technical qualifications and cost.

The following represents the principal criteria which will be considered during the evaluation process.

Qualifications will be evaluated by considering the following equally weighted criteria:

#### **A. MANDATORY ELEMENTS**

1. The Respondent adheres to the instructions in this proposal on preparing and submitting a complete proposal.
2. The Respondent has provided sufficient information to substantiate the respondents' qualifications, knowledge and experience with professional planning services as described in the Scope of Services.
3. The Respondent has executed all the required proposal documents.

#### **B. TECHNICAL QUALITY**

1. Qualifications of firm, staff, and consultants
2. Previous Comprehensive Planning and Land Development Regulation experience in North Florida
3. Reputation of client references
4. Understanding and familiarity of the City's Comprehensive Plan and Land Development Regulations
5. Claims and litigation history

Representatives from the City will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

**Please note, Qualifications will not be evaluated on a point system and each criterion is considered equally important.**

#### Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the City Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The City Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the City.
- C. Membership of all Evaluation Committees shall be approved by the City Manager or designee.
- D. The City Clerk will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the City website.

- E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFQ.
- H. H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committees ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the City Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.
- J. Final Ranking. The Evaluation Committee or the City Commissioners, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified firms shall be approved by the City Manager or Commission, as appropriate, prior to beginning contract negotiations. The City intends to negotiate contracts with the top ranked firms.

The provisions of the Request for Qualifications and the receipt of submittals from respondents shall not create any legal or other obligation between City and respondents (except as expressly set out in this RFQ).

City will make the selections primarily on the basis of the response to this RFQ and any further information received from respondents, if interviewed. Although information additional to that requested in this RFQ may be provided by respondents, any consideration of this information shall be at the discretion of City. City intends to award this project to the respondents considered by the City to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of the City.

**Please note, Qualifications will not be evaluated on a point system and each criterion is considered equally important.**

**CITY OF CALLAWAY  
PROFESSIONAL PLANNING SERVICES  
RFQ NO: CM2024-02**

**SCOPE OF SERVICES**

The City of Callaway is requesting the submittal of statements of qualification from interested planning professionals or firms for a Continuing Professional Planning Services Contract to complete any or all of the following types of services on an as needed basis:

- Initiating and conducting public workshops/charettes
- Community, neighborhood and comprehensive planning
- Collecting and evaluating data and analysis
- Preparing textual revisions and essential narratives for the Comprehensive Plan and Land Development Regulations
- Developing and preparing overlay districts
- Analyzing growth and development patterns
- Preparing the Evaluation and Appraisal Report amendments
- Review of the Comprehensive Plan, Land Development Regulations to recommend revisions and updates
- Preparing, and implementing Findings of Necessity Studies, Community Redevelopment Agency Plans and Budgets
- Perform ancillary services as required

This contract is intended to be a time-saving device for City staff to augment in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects. This contract will allow the City to solicit proposals directly from the consultant for each project or task. The City, at any time, reserves the right to solicit separate proposals for any and all projects or tasks. Selection by the City as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to consultants on an as needed basis and based on the consultant's current workload or availability, expertise in the project area, and previous work awarded. The City reserves the right to select firms based solely on the content of the qualifications that are received. The City reserves the right to reject any and all bids. All firms meeting the minimum qualifications will be placed on the City's consultant list. Responses will be evaluated with the following criteria:

- Qualifications of firm, staff, and consultants
- Previous Comprehensive Planning and Land Development Regulation experience in North Florida
- Reputation of client references
- Understanding and familiarity of the City's Comprehensive Plan and Land Development Regulations
- Claims and litigation history

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES  
TO THE CITY OF CALLAWAY**

This Agreement made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Callaway**, Florida - (the "CITY"), and \_\_\_\_\_, authorized to do business in the State of Florida (the "CONSULTANT"), and whose address is \_\_\_\_\_ Phone: \_\_\_\_\_.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The City of Callaway is engaging the services of the CONSULTANT to provide professional planning services on an as-needed basis to support the City's mission. This contract is intended to be a time saving device for the City staff to augment in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects.

The CONSULTANT'S scope of services for providing professional planning services under this Agreement is set forth in **Exhibit "A"**.

The selection of the CONSULTANT by the City does not guarantee that the CONSULTANT will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to consultants on an as needed basis and based on the consultant's current workload or availability, expertise in the project area, and previous work awarded.

The City, at any time reserves the right to solicit separate proposals directly from the CONSULTANT for each project or task. The CONSULTANT'S responsibility under this Agreement will be to provide professional services of a specified nature, as described in Exhibit "A" – Scope of Services, attached hereto and incorporated as if fully set forth herein, when and if the City of Callaway requests the CONSULTANT to provide such services.

Services of the CONSULTANT shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

The CONSULTANT'S specific scope of work, the time schedule, charges, and payment conditions are to be set forth in a written Task Order to this Agreement. An example Task Order Form is attached hereto as **Exhibit "C"**. Each Task Order shall be executed by authorized representatives of CITY and CONSULTANT

**ARTICLE 2 – TERM OF AGREEMENT**

The period of service of this Agreement shall be for an initial term of (1) year and shall automatically renew for additional one (1) year periods up to five (5) years unless terminated pursuant to Article 5 of this Agreement. At the end of the five (5) additional one-year terms, CITY shall have the option to renegotiate this Agreement or rebid for the services provided

herein.

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

#### **A. Fees**

Specific price will be authorized under project specific task orders as projects are identified and based upon the CONSULTANT'S hourly rate for service as shown at **Exhibit "B"**.

Travel expenses and per diem shall be reimbursed according to the GSA schedule.

Hourly rate adjustments will not allowed during the first twelve (12 months) of the contract. Adjustments will be considered after the first twelve (12) months if substantiated by the producer price index. Written notice of a request for hourly rate adjustments and proof to substantiate must be submitted to the City at no less than 90 days prior to the anniversary date of this contract.

#### **B. Reimbursable Expenses**

The CONSULTANT's out-of-pocket expenses including, but not limited to, travel and living expenses of the CONSULTANT's employees when they are away from their home office in accordance with the CONSULTANT's policies when engaged on work under this Agreement, long-distance telephone, and postage charges will be included in the Lump Sum Price or charged at actual cost to the CONSULTANT as determined in each purchase or task order. Payment shall meet criteria established in Article3-A, as determined reasonable in accordance with the scope of the project by the City Manager, or his designee.

#### **C. Direct Project Expenses**

Charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT, and the use of the CONSULTANT's and employee's automobiles will be included in the Lump Sum Price or charged in accordance with the CONSULTANT's standard rates as determined in each purchase or task order.

#### **D. Additional Costs**

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this Agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the CONSULTANT, must be approved in writing by the City of Callaway. If such additional costs are not authorized by the City of Callaway in writing, no payment for such additional costs shall be made. Sub CONSULTANT's charges for the services of outside CONSULTANTS and specialists (hereinafter called SUB CONSULTANTS) are as follows:

1. Labor Services - The labor services of approved Sub CONSULTANTs, whose expertise is required within the scope of the CONSULTANT's work, will be invoiced in accordance with the executed task or purchase order.
2. Out of Scope Expertise - The services of approved Sub CONSULTANTs, whose expertise is outside the scope of the CONSULTANT's work and/or who are retained by the CONSULTANT as a convenience to the City of Callaway, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Callaway.
3. Approval - The use of any Sub CONSULTANT or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Callaway in writing before such Sub CONSULTANTs or specialists may be retained by the CONSULTANT.

**E. Status Report**

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City). In no case shall the CONSULTANT bill the City of Callaway for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee, unless authorized by the City of Callaway in writing.

**F. Standard Hourly-Rate—Definition**

The CONSULTANT's standard hourly and overtime rates shall be provided to the City of Callaway if required for future purchase or task orders. The CONSULTANT's hourly rates will be negotiated for each individual task order and will be applicable through the duration of the task or purchase order.

**G. Monthly Invoices**

The CONSULTANT shall submit invoices once each month to the City of Callaway for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

**H. Payment of Expenses**

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

**I. Sales Tax**

The CONSULTANT shall pay all applicable sales taxes; or the City of Callaway shall provide to the CONSULTANT the tax exemption information, where appropriate.

**ARTICLE 4 - CITY OF CALLAWAY'S RESPONSIBILITIES**

**A. Criteria**

Provide all criteria and full information concerning the City of Callaway's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Callaway will require to be included in the drawings and specifications.

**B. Available Information**

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT's services.

**C. Service of Others**

Furnish to the CONSULTANT, as required for performance of the CONSULTANT's services, those services identified as City responsibilities in the Scope of Services. The CONSULTANT shall be responsible for performing all other services, either in-house or through sub CONSULTANTS/contractors, including but not limited to borings, probing, and subsurface explorations, hydrographic surveys, laboratory tests, and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; zoning, deed, and other land use restrictions.

**D. Examine Work of the CONSULTANT**

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, and other CONSULTANTS as City of Callaway deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

**E. Approvals and Permits**

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

**F. Costs**

Bear all costs incidental to compliance with the requirements of this Article.

**ARTICLE 5 - TERMINATION**

The City of Callaway or the CONSULTANT may terminate, suspend, or delay this Agreement for any reason by giving at least sixty (60) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the Agreement is terminated, suspended or delayed by the City of Callaway for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Callaway shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Callaway for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph.

This Agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Callaway's request, the CONSULTANT shall turn over to the City of Callaway all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, surveys, drawings, model results, and specifications. The City of Callaway shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The City of Callaway accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the CONSULTANT.

**ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 7 – TERMS OF PERFORMANCE**

**A. Cost Estimating**

The estimates of project or construction cost for any task(s) provided for herein are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has



no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT's cost estimates.

**B. Suspension of Work**

If any services covered by this Agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Callaway for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Callaway shall pay the CONSULTANT for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this Agreement.

**C. Adjustment for Extended Services**

Unless otherwise provided in a task order or purchase order issued under this Agreement, if the services covered under this Agreement have not been completed upon the expiration of a twenty-four (24) month period from the date of execution of any purchase order or task order, the CONSULTANT may, upon, written notice, request a renegotiation for the fee compensation for services rendered to allow for changes in the cost of service.

**D. Services in Connection with Claims, Arbitration, and Litigation**

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the CONSULTANT or time of personnel working under sub agreements and related expenses required or requested to support, document, bring, defend, or assist in litigation, claims, and/or arbitration undertaken by or defended by the City of Callaway. All such services required or requested of the CONSULTANT shall be considered additional services entitling the CONSULTANT to additional compensation under this Agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City. The CONSULTANT shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Callaway for the acts giving rise to and requiring the requested services and expenses.

**E. Approval of Changes**

The City of Callaway must approve any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Callaway or which would change the underlying purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions requesting additional work, direct omission of work previously ordered, or changes in time of performance. The CONSULTANT shall be required to submit a written change order, which shall include a detailed description of the additional and/or change in the scope of work and the proposed additional fees.

**F. Construction Phase Services**

Visits to construction sites and observations made by the CONSULTANT as part of construction phase services authorized by purchase order or task order, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precaution incidental thereto. Safety precautions administered by the CONSULTANT shall meet or exceed those policies enacted by the City.

If on-site Resident Project Representative (RPR) services are provided by the CONSULTANT pursuant to a purchase order or task order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Callaway against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the contract documents prepared by the CONSULTANT are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorizes RPR services. Construction phase services by the CONSULTANT will not, however, cause the CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other work efforts as defined in the Scope of Services. The City of Callaway reserves the right to request replacement of any RPR personnel furnished by the CONSULTANT.

**ARTICLE 8 - FEDERAL AND STATE TAX**

The CONSULTANT shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

**ARTICLE 9 – INSURANCE & BONDS**

**A. Indemnification**

The parties recognize that the CONSULTANT is an independent contractor. 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. Subject to the limitations set forth in this Section, the CONSULTANT shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONSULTANT's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third party claim in accordance with this paragraph, the CONSULTANT shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONSULTANT shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

**B. CONSULTANT's Status as an Independent Contractor**

That status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership between the City of Callaway and the CONSULTANT, nor shall the CONSULTANT be an agent of the City of Callaway.

**C. Waiver of Subrogation**

The City of Callaway and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City of Callaway and the CONSULTANT as trustees. The

CONSULTANT shall require similar waivers from all sub CONSULTANTS and their subcontractors and suppliers. The City of Callaway and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all sub CONSULTANTS and their subcontractors and suppliers. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

**D. CONSULTANT's Insurance**

The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Callaway, and has named the City of Callaway as an additional insured, except for Worker's Compensation Coverage, nor shall the CONSULTANT allow any Sub CONSULTANT to commence work under this Agreement until all similar insurance required of the Sub CONSULTANT 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 be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Callaway in writing. The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary. The City of Callaway'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 of this Agreement.

**E. Loss Deductible**

The City of Callaway shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT.

**F. Sub CONSULTANT's Insurance**

The CONSULTANT shall require each of his Sub CONSULTANTS to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his sub CONSULTANTS in his policy as required in this Article.

**G. Certificate of Insurance**

The City of Callaway shall be furnished proof of insurance coverage as follows:

- The name of the insured, 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 of Callaway and a copy to the CONSULTANT 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 of Callaway and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Callaway, the CONSULTANT and all subcontractors/sub CONSULTANTS shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Callaway or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

#### **H. Workers' Compensation Insurance**

The CONSULTANT shall have in full force, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all his employees connected with work under this Agreement, and in the event any work is subcontracted, the CONSULTANT shall require the Sub CONSULTANT 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. The CONSULTANT may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Callaway in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this Agreement is not protected under the Workers' Compensation statute, the CONSULTANT shall provide adequate insurance, satisfactory to the City of Callaway, for the protection of employees not otherwise protected.

#### **I. Liability Insurance**

The CONSULTANT shall have in full force, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Callaway from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this Agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
  - Minimum Coverage is \$1,000,000 per occurrence
  - Coverage shall include premises, operations, products, completed operations,

independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
  - Minimum Coverage is \$1,000,000 per occurrence
  - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **J. Professional 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 Callaway may require a higher limits mutually agreed with the CONSULTANT for specific task orders.

#### **K. Bonds**

In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONSULTANT shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

### **ARTICLE 10 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S CONSULTANT(s) and is without the fault or negligence of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

### **ARTICLE 11 – REMEDIES**

#### **A. Claims, Counter-Claims, Disputes, Etc.**

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Callaway will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

**B. Governing Laws**

This Agreement shall be governed by the laws of the State of Florida.

**C. Venue**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourteenth Judicial Circuit Court, in and for Bay, Calhoun, Gulf, Holmes, Jackson and Washington Counties, Florida, and the jurisdiction of the United States District Court for the Northern District of Florida, Panama City Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

**D. Attorney's Fees and Costs**

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney's fees, as may be set by the Court.

**ARTICLE 12 - NONEXCLUSIVE Agreement**

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Callaway may employ additional or other professional consulting firms to perform work contemplated by this Agreement without liability to the City of Callaway.

**ARTICLE 13 - ARREARS**

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for

the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONSULTANT for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONSULTANT shall comply with the provisions of the Florida Public Records Law.

**If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to this contract, contact the custodian of public records, Janice Peters, City Clerk, at 850-215-6694, by email at [aboswell@cityofcallaway.com](mailto:aboswell@cityofcallaway.com), or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.**

**PUBLIC RECORDS LAW.** CONSULTANT acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONSULTANT agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONSULTANT agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONSULTANT agrees to provide public access to any required public records in the same manner as a public agency; CONSULTANT agrees to protect exempt or confidential records from disclosure; CONSULTANT agrees to meet public records retention requirement; and CONSULTANT agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

All products generated by the CONSULTANT for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), CONSULTANT must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.



- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If an CONSULTANT does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 15 - INDEPENDENT CONSULTANT RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an independent CONSULTANT, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation.

The CONSULTANT shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONSULTANT.

#### **ARTICLE 16 - CONTRACT ASSIGNMENT**

The CONSULTANT shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONSULTANT shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or CONSULTANT shall be permitted to perform

more than 50% of the work contemplated by this Contract.

#### **ARTICLE 17 - AMENDMENT**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 18 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### **ARTICLE 19 - SEVERABILITY**

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 20 - CITY'S REPRESENTATIVE AND AUTHORITY**

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

#### **ARTICLE 21 - CONTRACT DOCUMENTS**

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Qualifications,
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Scope of Work,

- E. Bid Forms  
Submittal Form,  
Drug-Free Workplace Certification,  
Anti-Collusion Clause,  
Conflict of Interest,  
Public Entity Crimes Statement,
- F. Insurance Requirements
- G. Addenda (if any),
- H. Performance & Payments Bonds (if required),
- I. Notice of Award
- J. Notice to Proceed
- K. Payment & Performance Bonds, if required,
- L. Change Order(s), if required,
- M. CONSULTANT's Drawings, if required,
- N.. Proprietary/Confidential Information Disclosure Form
- O. All Exhibits "A", "B" & "C"

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

**ARTICLE 22 - NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Callaway  
6601 East Hwy. 22  
Callaway, Florida 32404  
Attention: Audra K. Boswell, City Clerk  
Phone: (850) 215-6694  
Fax: (850) 871-2224  
Email: aboswell@cityofCallaway.com

With a copy to:

Kevin D. Obos, Esq. City Attorney  
Harrison Sale McCloy  
P.O. Drawer 1579  
Panama City, FL 32402  
Phone: (850) 769-3434  
Fax: (850) 769-6121

and if sent to the CONSULTANT shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONSULTANT, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF CALLAWAY, FLORIDA

Attest: \_\_\_\_\_  
Audra K. Boswell, City Clerk

By: \_\_\_\_\_  
Keith E. Cook, City Manager

CONSULTANT Witnesses:  
(2 REQUIRED)

CONSULTANT:

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

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

APPROVED AS TO FORM FOR THE RELIANCE OF THE  
CITY OF CALLAWAY ONLY:

\_\_\_\_\_  
KEVIN D. OBOS, HARRISON SALE MCCLOY  
CITY ATTORNEY

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The City of Callaway is requesting the submittal of statements of qualification from interested planning professionals or firms for a Continuing Professional Planning Services Contract to complete any or all of the following types of services on an as needed basis:

- Initiating and conducting public workshops/charettes
- Community, neighborhood and comprehensive planning
- Collecting and evaluating data and analysis
- Preparing textual revisions and essential narratives for the Comprehensive Plan and Land Development Regulations
- Developing and preparing overlay districts
- Analyzing growth and development patterns
- Preparing the Evaluation and Appraisal Report amendments
- Review of the Comprehensive Plan, Land Development Regulations to recommend revisions and updates
- Preparing, and implementing Findings of Necessity Studies, Community Redevelopment Agency Plans and Budgets
- Perform ancillary services as required

This contract is intended to be a time-saving device for City staff to augment in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects. This contract will allow the City to solicit proposals directly from the consultant for each project or task. The City, at any time, reserves the right to solicit separate proposals for any and all projects or tasks. Selection by the City as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to consultants on an as needed basis and based on the consultant's current workload or availability, expertise in the project area, and previous work awarded. The City reserves the right to select firms based solely on the content of the qualifications that are received. The City reserves the right to reject any and all bids. All firms meeting the minimum qualifications will be placed on the City's consultant list. Responses will be evaluated with the following criteria:

- Qualifications of firm, staff, and consultants
- Previous Comprehensive Planning and Land Development Regulation experience in North Florida
- Reputation of client references
- Understanding and familiarity of the City's Comprehensive Plan and Land Development Regulations
- Claims and litigation history

**EXHIBIT "B"**

**FEE SCHEDULE**

**(TO BE INSERTED UPON CONTRACT AWARD)**

SAMPLE

**EXHIBIT "C"**  
**SAMPLE TASK ORDER FORM**

**TITLE OF TASK ORDER**

**NOTICE TO PROCEED**

You are hereby notified to commence WORK in accordance with this Notice to Proceed dated \_\_\_\_\_ and you are to complete work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore, on or before \_\_\_\_\_.

**SECTION I. BACKGROUND**

Description of the history of the work/services/project.

**SECTION II. SCOPE OF SERVICES**

Description of the services/work to be performed

**SECTION III. SUBCONSULTANTS**

List the names and the general tasks/responsibilities for any proposed subconsultants

**SECTION IV. CITY'S RESPONSIBILITY**

**SECTION V. DELIVERABLES**

**SECTION VI. SCHEDULE**

**SECTION VII. METHOD OF COMPENSATION**

Per the hourly rates within Professional Planning Services Contract CM2024-02 between the City and \_\_\_\_\_ not to exceed \$\_\_\_\_\_ per Consultant's proposal dated\_\_\_\_\_.

This section will include any allowances set aside for work not covered under the services previously described.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as dully authorized.

**CITY OF CALLAWAY, FLORIDA**

Address for Correspondence

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

Name and Title: Mr. Keith "Eddie" Cook, City Manager

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



**PROPOSAL CHECKLIST**  
**CITY OF CALLAWAY**  
**PLANNING PROFESSIONAL SERVICES**  
**RFQ NO: CM2024-02**

**FORMS/ITEMS TO BE RETURNED  
WITH YOUR PROPOSAL!**

The following forms are to be completed/signed by the Proposer and submitted to the City:

1. RFQ Submittal Form(s),
2. Addendum Acknowledgement Form (if addendums),
3. One (1) unbound original set with original, notarized signatures required, plus five (5) copies of proposal,
4. Proof of Insurance in amounts required by the City (See Special Instructions & Conditions),
5. State of Florida License,
6. Public Entity Crime Statement,
7. Anti-Collusion Clause Form,
8. Conflict of Interest Form,
9. Drug-Free Workplace Certification Form,
10. Proprietary/Confidential Information Form,

**Note:** Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

**Reminder:** Submit requested number of copies! (See Special Instructions and Conditions)



**SUBMITTAL FORM**  
**RFQ CM2024-02**

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This submittal of \_\_\_\_\_, (“Firm”) organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to City of Callaway.

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

---

Submitted By: \_\_\_\_\_  
Name of Firm/Contractor

Prepared By: \_\_\_\_\_  
Name of Individual

Contact E-Mail: \_\_\_\_\_

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

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

UEI Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor

\_\_\_\_\_  
Date

SEAL: (If bid is by Corporation)

**ADDENDUM  
ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm: \_\_\_\_\_

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

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

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

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

**It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 248-8270 or email [aboswell@cityofcallaway.com](mailto:aboswell@cityofcallaway.com) prior to submitting your submittal to ensure that you have received addendums.**

**ANTI-COLLUSION CLAUSE**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of Callaway, Florida, a Municipal Corporation, 6601 East Hwy. 22, Callaway, Florida 32404 by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_ whose business  
[print name of entity submitting sworn statement]  
address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) it's Federal Identification Number  
(FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement \_\_\_\_\_)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_ CM2024-02  
**[signature]** **[Reference: RFP Number]**

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_  
**[Type of identification]**

Notary Public - State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
**[Signature of Notary]**

\_\_\_\_\_  
**[Printed, typed or stamped commissioned name of Notary Public]**

**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

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

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

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

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

**CONFLICT OF INTEREST**

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes\*. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest in the bidder's/proposer's firm or related business.

**CERTIFICATION**

- I declare that I do not have any matters which might give rise to a real or perceived conflict of interest.
  
- I hereby disclose that the following named person(s) is an Officer, Director, or Agent who is also a City Official, Employee, or member of a City Official or Employee's immediate family and could pose a possible conflict of interest:

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

Affiliation: \_\_\_\_\_

By signing below, I affirm that I have read and understood the principles of conflict of interest disclosure and I have made full disclosure of all matters that may put me in a conflict of interest situation in performing my role.

I acknowledge that non-disclosure could result in action being taken to terminate my work with the City of Callaway and potentially bar me from submissions of Bids/RFPs in the future.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

Project/Bid/RFP Number: \_\_\_\_\_ Date: \_\_\_\_\_

\*Florida Statutes Chapter 112.311(5) It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

**CITY OF CALLAWAY**  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

In order to have a drug- free workplace program, 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 violations 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 contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?**

**YES**

**NO**

NAME OF BUSINESS: \_\_\_\_\_

**PROPRIETARY/CONFIDENTIAL INFORMATION  
 PROFESSIONAL PLANNING SERVICES  
 RFQ NO. CM2024-02**

**Name of Firm of Bidder/Vendor:** \_\_\_\_\_

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.

*This document must be completed and returned with proposal.*