

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

INTRODUCTION

The City of Fernandina Beach, Florida (CITY) is accepting competitive sealed proposals for **AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN**. “Amelia Island” includes beaches within the limits of the City of Fernandina Beach, and unincorporated areas of Nassau County.

The CITY will receive sealed proposals at the location stated below no later than **2:00pm, January 09, 2020**.

Any proposal received after the above stated time and date will not be considered. It shall be the sole responsibility of the FIRM to have its proposal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, **facsimile or electronic submittals will not be accepted**. Delay in delivery shall be the sole responsibility of the Proposer. Proposals received after the deadline will not be considered.

The original proposal (**1 original, 4 copies and 1 electronic version, cd or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP #2019-06** and addressed to:

City of Fernandina Beach
Attn: City Clerk’s Office – **RFP #2019-06**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Proposal is to be taken to the Clerk’s Office at the above address.

The competitive sealed proposal shall be accompanied by a “**Contact Sheet/Proposal Form**”, herein provided as “**Exhibit A**”, a “**Public Entity Crimes Statement**”, herein provided as “**Exhibit B**”, a “**Drug Free Workplace Certification**”, herein provided as “**Exhibit C**”, an “**E-Verify Statement**,” herein provided as “**Exhibit D**”, “**Proposer Acknowledgements and Agreements**”, herein provided as “**Exhibit E**”, “**Conflict of Interest**”, herein provided as “**Exhibit F**”, “**Non-Collusion Affidavit**”, herein provided as “**Exhibit G**” and “**Dispute Disclosure**” herein provided as “**Exhibit H**”.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

SCOPE OF WORK

The City of Fernandina Beach (COFB) is seeking qualified, experienced, and licensed firm(s) to develop a Beach Habitat Conservation Plan (HCP) for Amelia Island beaches (exclusive of state and federal lands subject to an existing HCP):

- Implement a series of meetings with potential partners to assess needs and concerns and garner support for establishment and implementation of a Beach Habitat Conservation Plan (HCP). Facilitation will include: conducting the meetings, taking meeting minutes, and providing a written summary of the meeting for attendees and other interested parties. Potential partners may include, but are not limited to, the Amelia Island Sea Turtle Watch, COFB designated Staff, Nassau County Board of Commissioners (BOCC) designated staff, and others deemed necessary by either COFB or BOCC.
- Delineate the area to be covered by the HCP, which shall include all beach areas on Amelia Island (exclusive of state and federal lands subject to an existing HCP).
- Define a list of plant and animal species to be covered by the HCP, specifically including endangered species and Florida imperiled species.
- Determine the activities to be covered by the HCP.
 - Using existing data to the greatest extent possible (which may include fieldwork and surveys) and compilation of known data on other species, and providing them in ARC/Shape files, develop a conservation overlay tool, showing the best representation of plant and animal species present and the best spatial configuration for viable populations of species:
 - Location of all remaining coastal areas on conservation land
 - Location of all coastal areas on Amelia Island
 - Location of all coastal associated plant and animal species
 - A map of both individual plant and animal species location and all plant and animal species location
 - All existing private, state, and federally protected lands, including easements, on the beach and that which are proposed for state, federal conservation acquisition/easement
 - Protected areas on the beach that are conservation-managed and those proposed to be conservation-managed lands
 - All federally protected plant and animal species in the covered area
- Estimate amount of time expected over the duration of the Incidental Take Permit (ITP)
- Identify the avoidance and minimization measures and alternatives for those activities to be covered by the HCP.
- Identify mitigation measures to cover area that cannot be avoided or minimized
- Develop an implementation plan and identify funding source(s) for implementing the HCP
- Provide economic analysis to determine most sustainable and equitable funding options to support the HCP long term (including potential grants)
- Develop a monitoring plan
- Coordinate a liaison with Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish & Wildlife Services

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

- Submit final draft of HCP and application for an Incidental Take Permit (ITP) to US Fish & Wildlife Services.
- **The project should be completed by April 1, 2021.**

CONTENT OF PROPOSALS

Proposals should include the following:

- An introduction indicating an understanding of the desired services and commitment to the City.
- A detailed proposed work plan incorporating the above scope of work, and timetable for completion including application period for the ITP.
- A description of the expected relationship between the consultant and City staff.
- Description of similar work completed and the associated clients (including contact information).
- Any other information that may be of interest to the City or relevant to the proposal.
- City Exhibits A-H

EVALUATION PROCESS

All Requests for Proposals (RFP) will be evaluated in terms of project approach, experience, quality of work, and capacity to perform. Past performances on local government projects will also be assessed in terms of timeliness, completing work within budget and quality of work.

EVALUATION CRITERIA

- | | |
|--|------------|
| • Quality of Firm and Experience | 20% |
| • Qualifications of Staff | 20% |
| • Project Approach – demonstrates understanding of project requirements, and proposes methods to accomplish the work meeting or exceeding criteria listed in the RFP. | 20% |
| • Schedule of Work | 20% |
| • Proposed Cost | 20% |

Award shall be made to the consultant whose proposal is deemed to be most advantageous to the CITY.

CONTACT

Specification questions during the proposal period shall be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

FIRMS are hereby put on notice that no contact shall be made with any of the City or County Commission members, other City or County staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

ADDENDA

A written response to FIRM's questions will be issued via Addendum and posted on the CITY's website at www.fbfl.us/bids and the Demandstar website at www.demandstar.com. It is the responsibility of the FIRM to check the CITY's website for Addenda prior to submitting their proposal.

The deadline for questions is **five days** before proposal opening.

FIRM SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the proposal.

The selection committee charged with the review and ranking of RFPs shall include the following:

1. Two City of Fernandina Beach representatives
2. Two Nassau County Board of County Commissioners representatives
3. One member of the Amelia Island Sea Turtle Watch

All RFP respondents will be notified of selection or non-selection. The selection committee will review and rank each of the RFP responses.

ANTICIPATED SCHEDULE

Request for Proposal (RFP) advertised	December 5, 2019
RFP Opening Date (deadline for receipt 2:00pm)	January 09, 2020
Evaluation Committee Meeting	February 13, 2020
Selection by City Commission	March 17, 2020

This schedule is approximate. All dates are subject to change at the discretion of the City of Fernandina Beach.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL shall be prepared in accordance with the following:
 - a. The enclosed Contact Sheet/Proposal Form, attached hereto as “Exhibit A”, shall be used when submitting your REQUEST FOR PROPOSAL.
 - b. All information required by the Contact Sheet/Proposal Form shall be furnished. The Proposer shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
 - c. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
 - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
 - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
 - f. Proposers shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
 - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
 - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
 - i. Deliveries are to be made during regular business hours.
 - j. Proposals and Proposal prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.

2. **SUBMISSION OF PROPOSAL**
 - a. Proposals and changes thereto shall be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal opening and the material or service shall be placed on the outside of the envelope.
 - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

3. REJECTION OF PROPOSAL

- a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF PROPOSAL

- a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE PROPOSAL

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

7. AWARD OF REQUEST FOR PROPOSAL

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Proposer shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.
- f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

- a. If Proposal is less than \$100,000 no Proposal Bond or Payment and Performance Bond required.
- b. If Proposal is greater than \$100,000 and is for material only, a Proposal Bond is required but no Payment and Performance Bond is required.
- c. If Proposal is \$100,000 - \$200,000, and is for services, a Proposal Bond is required but no Payment and Performance Bond is required.
- d. If Proposal is greater than \$200,000, and is for services, Proposal Bond and Payment and Performance Bond is required.

PROPOSAL BOND:

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer shall enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond shall be for an amount not less than five percent (5%) of the Proposal price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal

Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Proposer, Proposer will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Proposer shall forfeit its proposal security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to proposer providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the proposal.

10. PUBLIC INFORMATION

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The City reserves the right to require Proposers to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR 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, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability hereunder shall include all attorney's

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the CITY and CONTRACTOR/VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be 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.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Products Liability.
 - 3. Broad Form Property Damage
 - 4. Personal and Advertising Injury Liability
 - 5. Independent Contractors
 - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company), their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) Dollars minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than One Million (\$1,000,000) Dollars per occurrence and aggregate.
- F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR Whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested".
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder shall be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, CONTRACTOR/VENDOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/VENDOR must state on Exhibit "A" Contact Sheet/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

15. PROPOSAL PROTESTS

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the proposal if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing, www.epls.gov/epls/search.do. CONTRACTOR/VENDOR shall include copy of search results with proposal.

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

17. LOBBYING

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

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBITS

EXHIBIT “A”	Contact Sheet/Proposal Form
EXHIBIT “B”	Public Entity Crimes
EXHIBIT “C”	Drug-Free Workplace Certification
EXHIBIT “D”	E-Verify Statement
EXHIBIT “E”	Proposer Acknowledgments and Agreements
EXHIBIT “F”	Conflict of Interest
EXHIBIT “G”	Non-Collusion Affidavit
EXHIBIT “H”	Dispute Disclosure

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "A"
CONTACT SHEET/PROPOSAL FORM

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN: \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

FIRM Accepts Credit Cards*: Yes No

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

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

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

CITY OF FERNANDINA BEACH, FLORIDA

RFP 2019-06

AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

agents who are active in management of an entity.

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

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

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

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ PHONE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

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RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT “E”

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

My Commission expires: _____

Notary Signature

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CITY OF FERNANDINA BEACH, FLORIDA
RFP 2019-06
AMELIA ISLAND BEACH HABITAT CONSERVATION PLAN

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

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

Notary Signature

My Commission expires: _____

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EXHIBIT “H”
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

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

YES ___ NO ___

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

YES _____ NO _____

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

YES _____ NO _____

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

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

Firm _____ Date _____

Authorized Signature _____ Printed or Typed Name and Title _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL