



## *City of Jacksonville Beach*

Property and Procurement Division  
1460A Shetter Ave., Jacksonville Beach, FL 32250  
Tel: 904-247-6229



### REQUEST FOR QUALIFICATIONS

RFQ Number:	04-2122
RFQ Title:	Consulting Services for a Comprehensive Plan and Land Development Code

Submittal Deadline	
Day:	Wednesday
Date:	March 2, 2022
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

**ANTICIPATED TIME LINE:** The **anticipated** schedule for this RFQ is as follows:

RFQ Advertised	2-February-2022
Deadline to Submit Questions	18-February-2022
Addendum (if necessary) Issued	23-February-2022
<b>Submission Deadline</b>	<b>2-March-2022</b>
RFQ Opened	2-March-2022

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## **SECTION A: OVERVIEW**

## SECTION A: OVERVIEW

### 1. PURPOSE

The City of Jacksonville Beach is seeking submittals of qualifications from urban planning consultants interested in providing consulting services for a [Comprehensive Plan](#) and [Land Development Code](#) (LDC) review and revision. The City of Jacksonville Beach seeks to contract for the services necessary to complete a review and update to the 2030 Comprehensive Plan and the Land Development Code in accordance with the Scope of Services.

This project is intended to provide a full, complete, and comprehensive review and revision to the City's Comprehensive Plan and the Land Development Code. The project shall include an update to the data and analysis, and goals, objectives and policies in the Comprehensive Plan in addition to updated maps, tables and figures. The project shall also include a thorough review and revision to the Land Development Code including ensuring consistency with the Florida Building Code, reorganization of sections and subsections, and consistency with the City's Vision and Mission and Strategic Plan and consistency with the updated Comprehensive Plan.

Fees will be negotiated utilizing the Consultant's Competitive Negotiation Act, Chapter 287.055, F.S., and a purchase order will be issued for the scope of work assigned under this Contract.

Responses received to this RFQ will be evaluated and ranked by an Evaluation Committee in accordance with the process and evaluation criteria contained in Section D of this document.

### 2. RFQ DUE DATE     **2:00 PM WEDNESDAY MARCH 2, 2022**

Subject to the terms and conditions specified in this **Request for Qualifications (RFQ)**, responses will be received until **2:00 P.M., Wednesday, March 2, 2022**, and acknowledged publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

### 3. ELIGIBILITY

The selected firm must have the capability, experience and licensing necessary to provide consulting services for a Comprehensive Plan and Land Development Code (LDC) review and revision.

Responses will only be considered from firms which are regularly engaged in the business of providing and performing similar services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance.

#### 4. CONTRACT AWARD

The City reserves the right to enter into a Contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFQ, to reject any and all responses, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, the City reserves the right to negotiate and recommend award to the next ranked Respondent or subsequent Respondents, until an agreement is reached.

The City reserves the right to award this Contract to multiple firms. Notwithstanding the Contract(s) resulting from this RFQ, the City reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Consultant agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

#### 5. SUBMITTAL REQUIREMENTS

Submit completed package **one (1)** original plus **five (5)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the Respondent to ensure that all copies of the response package submittals are complete and exact replicas of each other.

**Clearly mark the submittal envelope with the RFQ number, RFQ title and Respondent name.**

It is incumbent upon the Respondent to ensure that response package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any response documents. Requests for such interpretations shall be made in writing or via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) no later than **Friday, February 18, 2022**. Interpretation will be in the form of an addendum and issued to all Respondents.

## **SECTION B: GENERAL PROVISIONS**

## SECTION B: GENERAL PROVISIONS

### 1. INSTRUCTIONS TO RESPONDENTS

- **Specifications** that are **explicit** to this particular **Request for Qualifications Number 04-2122** are found in **SECTION C**, which begins on **page 20**.
- **The Minimal Response Package shall consist of the following:**

Respondent's company profile and submittal letter - A brief letter of intent that will include a description of the services to be provided and other relevant information.

Address all items in Section C: Specifications – 3. Scope of Services.

Cover Letter

**Form 1:** Response Form

**Form 2:** RFQ Award Notice

**Form 3:** Required Disclosure

**Form 4:** Drug-Free Workplace Compliance

**Form 5:** Non-Collusion Affidavit

**Form 6:** Non-Bankruptcy Affidavit

**Form 7:** Qualifications

**Form 8:** Experience

**Form 9:** References

Any additional information which may be pertinent.

All forms must be completely filled out, appropriately executed and submitted as part of the response package. These start on **page 32**.

Failure to comply with the requirements of this paragraph may be construed by the City as proper grounds for disqualifying any response at the City's sole discretion.

### 2. TERMS AND CONDITIONS

- A. **General**. It is the purpose and intent of this Contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "City."
- B. **Time for City Acceptance**. Respondent shall honor its response for 90 days from the Submission Deadline date.
- C. **Effective Contract Term Start Date**. The effective Contract term start date shall be the date of award by the City or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the City should have a need to re-advertise for responses, the Contract resulting from this RFQ shall automatically be extended month-to-month past its term end date.

This mandatory extension will allow the City to receive and assess responses, to award a new Contract, and to ensure a smooth, cooperative and seamless transition between consultants; to minimize impact and disruption to customers; and, to maintain public safety and health standards.

E. Award.

- 1) The City reserves the right to waive informalities, to reject any and all responses, in whole or in part, and to accept the response that in its judgment will best serve the interest of the City.
- 2) The City specifically reserves the right to reject any conditional response and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be submitted separately and no attempt shall be made to tie any item or items together.

F. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the City shall have the right to reject such articles.

G. Payments. The Consultant shall be paid, upon the submission of an invoice, the prices stipulated herein for articles delivered and accepted. Invoices must show a Purchase Order Number. Payments shall be made in conformance with the Florida Prompt Payment Act and after approval by the City Finance Department. Payment is contingent upon appropriation of funds by the City Council.

### 3. ADDITIONAL INFORMATION

The information in this RFQ package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the City is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact the Property and Procurement Division via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net).

### 4. ADDENDA TO THE RFQ

If any addenda are issued to this RFQ, a good faith attempt will be made to deliver a copy to each of those Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFQ. However, prior to submitting a response, it shall be the responsibility of the Respondent to contact the City's Property and Procurement Division at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFQ. Respondents should either acknowledge receipt of such addendum(s) on their response, or attach such addendum(s) to their response. Additionally, all documents associated with this RFQ are available on the City's webpage:

<https://fl-jacksonvillebeach.civicplus.com/Bids.aspx>



## **5. USE OF RESPONSE FORMS**

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

## **6. DEVIATIONS FROM REQUESTED PLAN**

The Contract terms and conditions stipulated in this RFQ are those required by the City. Respondents are required to submit their responses, which comply with the request. Any deviations from the request should be clearly noted. Any deviation or incomplete response or nonresponse may be deemed as a nonconforming, nonresponsive RFQ.

## **7. CONFLICT WITH SPECIMEN CONTRACTS**

Unless specifically noted to the contrary as a deviation from the RFQ, the submission of Respondent's specimen Contract with a Respondent's response submittal shall not constitute notice of the Respondent's intent to deviate from the RFQ in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen Contract shall be deemed to be an offer in at least full compliance with the RFQ, and the Respondent expressly agrees to reform said Contract to the extent inconsistent in a restrictive manner from the RFQ. That is, submission of a Respondent's Contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFQ or a broadening of terms and conditions to the benefit of the City beyond that required by the RFQ.

## **8. ERRORS IN SUBMITTALS**

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondent.

## **9. LEGAL AND REGULATORY COMPLIANCE**

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:**

**TELEPHONE NUMBER: 904-247-6250 EXT # 10**

**EMAIL ADDRESS: [CITYCLERK@JAXBCHFL.NET](mailto:CITYCLERK@JAXBCHFL.NET)**

**MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH,  
FL 32250.**

The Contractor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency'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.
3. 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 public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE**

The City should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable).

#### **11. WAIVER/REJECTION OF REPONSES**

The City reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the City or to negotiate or not negotiate with the Respondent. The City reserves the right to reject all RFQs and re-advertise a new RFQ for this work.

#### **12. AUTHORIZED OFFER**

The person submitting the response should indicate the extent of authorization by the Company to make a valid offer in the response summary that may be accepted by the City to form a valid and binding Contract.

If the person submitting the response is not authorized to submit a response that can be bound by City acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound Contract upon the City's acceptance.

### **13. EVALUATION OF RESPONSES**

The City will evaluate each response based on all the criteria set forth in the RFQ. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

### **14. 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 response on a Contract to provide any goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or public work, may not submit a response on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-Contractor, 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.

### **15. CONFLICT OF INTEREST CERTIFICATE**

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City's professional staff, and the City Council members.

Any lobbying by or on behalf of the Respondent will result in rejection/disqualification of said response. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this response.

**DURING THE PERIOD BETWEEN RESPONSE SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSE WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.**

This provision is not meant to preclude Respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential Respondents, assure that Contract decisions are made in public, and to protect the integrity of the RFQ process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection

of the Respondent's response.

## **16. DISCRIMINATION CLAUSE**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, sub-Contractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

## **17. SAFETY REQUIREMENTS FOR CONSULTANTS PROVIDING SERVICES TO CITY**

- A. The Consultant shall comply with all federal and state Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Consultant shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or City or any other agency's rules and regulations regarding safety.
- B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Consultant to the Owner; and the Consultant shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Consultant. The Owner reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Consultant agrees that upon such breach, all work pursuant to the Contract shall terminate until demonstration to the Owner that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this Agreement.

## **18. INSURANCE REQUIREMENTS**

### ***18. (A) GENERAL INSURANCE PROVISIONS***

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Engineer, unless such claims are a result of the City's sole negligence.

Defense fees and costs on behalf of the City: The Consultant agrees to pay on behalf of the City, the City's legal defense fees and costs, for all third party claims and actions filed against

the City arising from or relating to any scope of work or services performed by the Consultant as described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Consultant for the protection of all persons, employees, and property. The Consultant shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

**18. (B) *PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED***

The Consultant shall furnish the City with satisfactory proof of carriage of insurance required herein. The Consultant shall name the City of Jacksonville Beach (City) as additional insured on the Consultant's, and any sub-consultant's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Consultant or its sub-consultants. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the Organization.

**18. (C) *COVERAGE REQUIREMENTS***

Basic Coverages Required: During the term of this Contract, the Consultant shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Consultant. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.

All insurers must carry a current A.M. Best rating of at least A-.

Worker's Compensation Coverage is required for Consultant and all sub-consultants.

The Consultant and all sub-consultants shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The Consultant and all sub-consultants shall also purchase any other coverage required by

law for the benefit of employees.

General Liability Coverage is **required for Consultant and all sub-consultants.**

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, Contractual liability, independent Consultants, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required.**

Coverage C, medical payments is **not required.**

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Consultant and all sub-consultants.**

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is **required for Consultant and all sub-consultants.**

Business Auto Liability Coverage is to 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.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability **is required for Consultant and all sub-consultants.**

Pollution Liability is **not required** of Consultant and sub-consultants.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

**Excess or Umbrella Liability Coverage.**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided; it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

**Claims Made Coverage – No Gap**

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the Contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Contract.

**18. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Consultant shall furnish complete copies of the Consultant’s insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Consultant shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

**NOTE:** Any sub-consultants approved by the City shall be required to provide proof of insurance identical in amounts as required by the Contract to perform related services. All coverages shall name the City as “additional insured.”

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful Respondent(s)’ obligation to fulfill the insurance requirements herein.

## **19. PERFORMANCE AND PAYMENT BONDS - N/A**

Respondents shall furnish in their response “proof of bond ability” from their Surety Company indicating their ability to obtain a performance and payment bond of at least \$5,000,000 in the event it shall be requested by the City. Surety shall indicate in their letter their history with the Respondent and their willingness to process P&P Bonds as needed on the Respondent’s behalf.

The awarded Respondent shall furnish within seventy-two (72) hours of an “Event” Notice to Proceed a 100% Performance Bond and 100% Payment Bond in conformance with Section 255.05, Florida Statutes, payable to the City as security for the faithful performance of the Contract and payment of sub-Contractors and/or suppliers. The Performance and Payment Bond shall be issued for each particular disaster event in which the Notice to Proceed is executed. The Performance and Payment Bonds shall be maintained throughout the Notice to Proceed execution period. At the completion of all work under a particular Notice to Proceed, the Performance and Payment Bonds shall be released after 90 days to ensure all sub-Contractors have been paid. Costs of all bonds shall be included in proposed unit pricing. The Performance and Payment Bond Form supplied by the City shall be the only acceptable forms for these bonds.

If Respondent fails to deliver the Performance and Payment Bond within the specified time, including any extensions approved by the City, the City shall declare the Respondent in default of the Contractual terms and conditions, and the Respondent shall cease work until the required Performance and Payment Bond is submitted to the City’s Purchasing Department.

The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of “A” or higher, as listed in the A.M. Best & Company latest published rating. An attorney-in-fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond.

Level I Event: Tropical Storm to Hurricane Category 1; shall be in the amount of one million (\$1,000,000.00) dollars.

Level II Event: Hurricane Category 2; shall be in the amount of three million (\$3,000,000.00) dollars.

Level III Event: Hurricane Category 3 and above; shall be in the amount of five million (\$5,000,000.00) dollars.

Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event. Should a catastrophe other than a hurricane occur, the City will inform the selected firm(s) of the level of bonding required.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event “Notice to Proceed” is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.



**20. BANKRUPTCY**

No firm will be issued a Contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted responses must include this form executed by the proper representative of the Respondent's company. **(See attached Form 6).**

**21. NONEXCLUSIVE**

Notwithstanding the Contract resulting from this RFQ, the City reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Consultant agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option. The Consultant is not guaranteed any amount of work.

**22. DRUG FREE WORKPLACE COMPLIANCE FORM**

Attached is a Drug Free Workplace Compliance Form. All submitted responses must include this form executed by the proper representative of your company. **(See attached Form 4).**

**23. WARRANTY - N/A**

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful Respondent against factory defects and workmanship. At no expense to the City, the successful Respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

**24. PROTEST**

Any Respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the Respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual. Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder/proposer and shall constitute a waiver of all right to protest or appeal.

In the event of a timely protest, the City shall not proceed further with award of the Contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the Contract is immediately necessary to protect the public health, welfare, or safety.

## **25. FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its Contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## **26. OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

## **27. FORCE MAJEURE**

The City and the successful Respondent are excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful Respondent shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

## **28. RESPONSE AWARD NOTICE FORM:**

Attached is a Response Award Notice Form. All submitted responses are to include this form to be notified of the recommendation of award (**see attached Form 2**).

**29. INDEMNIFICATION:**

The Respondent to whom a Contract is awarded shall defend, indemnify and hold harmless the City as outlined below.

The Consultant covenants and agrees to indemnify, hold harmless and defend the City, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by City, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Consultant or any of its Sub-consultant(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Consultant, its sub-consultant(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the Consultant shall indemnify the City from any and all increased expenses resulting from such delay. Should any claims be asserted against the City by virtue of any deficiency or ambiguity in the plans and specifications provided by the Consultant, the Consultant agrees and warrants that Consultant shall hold the City harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the City's behalf. The first ten dollars (\$10.00) of remuneration paid to the Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

This indemnification shall survive the expiration or earlier termination of the Contract.

**30. RFQ IS NOT A BID:**

This Request for Qualifications is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFQ. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

## **SECTION C: SPECIFICATIONS**

## SECTION C: SPECIFICATIONS

### 1. OBJECTIVE

The City of Jacksonville Beach, Florida is seeking qualified urban planning consultants to manage and perform a full and complete review and revision of the Comprehensive Plan, including Future Land Use and Transportation Element Maps, and the Land Development Code, including the current [Zoning Atlas](#). The City intends to select and hire a consultant who has specific experience with comprehensive planning, zoning, preparation of ordinances, creation of comprehensive plan and zoning maps, public outreach, and conducting public meetings to encourage participation in the process of revising the City's Comprehensive Plan and Land Development Code. The selected consultant must demonstrate experience and knowledge of the following: innovative zoning techniques, architecture and urban design, land development regulations, land use law, floodplain management, coastal management and comprehensive planning and sustainable development.

### 2. BACKGROUND

The City of Jacksonville Beach is a coastal community that is approximately eight square miles in area with a 2020 population of 23,830 people and 12,789 households. Jacksonville Beach is part of the greater Consolidated Duval County/City of Jacksonville metropolitan area.

The City of Jacksonville Beach City Council has recently completed and formally adopted the following Vision Statement and Mission Statement:

- [Vision Statement](#): A vibrant coastal community that embraces “the beach life”
- [Mission Statement](#): Responsive government focused on safety, service, and sustainability

The City of Jacksonville Beach City Council has also recently completed and adopted a [Strategic Plan](#) for Fiscal Years 2022 through 2025.

#### 2030 Comprehensive Plan

The City's current Comprehensive Plan document is the 2030 Comprehensive Plan. The Comprehensive Plan was last fully updated in 2011 through the Evaluation and Appraisal (EAR) process. The Planning and Development Department staff working with the City Manager's Office has identified the need to review the Comprehensive Plan to ensure complete compliance with Florida State Statutes and ensure consistency with the City's Vision Statement, Mission Statement and Strategic Plan recently adopted by City Council. Staff has also identified some inconsistency and sections where revisions or more clarification is needed. Review and update of the Comprehensive Plan is a priority project of the City's Strategic Plan.

#### Land Development Code

The City's current version of the Land Development Code was drafted in 1991. Staff has periodically made amendments to individual text and zoning atlas sections over the years in order to keep up to date with changing state requirements and local conditions. Private applicants have also periodically applied to make changes to the Land Development Code.

However, over time, it has become apparent that some amendments may be contradictory with other sections of the code or the Comprehensive Plan, the Florida Building Code, and State Statutes. The code also no longer allows amendments to the text of the Land Development Code by application and changes can only be initiated by staff, the Planning Commission, and City Council.

The Planning and Development Department staff working with the Building Official, the Fire Marshal, the City Attorney, and City Manager's Office has identified the need to review the Land Development Code to ensure complete compliance with Florida State Statutes, the Florida Building Code, and to ensure consistency with the City's Vision Statement, Mission Statement and Strategic Plan recently adopted by City Council. Staff has also identified some inconsistency and sections where revisions or more clarification is needed. Review and update of the Land Development Code is a priority project of the City's Strategic Plan, and shall take place following a review and revision of the Comprehensive Plan.

### **3. SCOPE OF SERVICES**

With assistance from staff, the selected consultant will conduct an open public process to review and update both the Comprehensive Plan and the Land Development Code. The consultant will be expected to work with City Staff, the Planning Commission, the City Council, and the community to update the Comprehensive Plan and develop a workable Land Development Code that will improve readability, interpretation, enforcement, transparency and development standards.

Staff has identified the following Project Goals for the Comprehensive Plan and LDC Updates.

1. Consistency with State and Federal regulations
2. Consistency with the Florida Building Code
3. Internal consistency among documents
4. Easy to read, interpret, and user friendly documents
5. Creation of transparent, predictable, streamlined and consistent processes
6. Creative solutions to zoning standards in key areas
7. Responsive solutions to community concerns
8. Consistency with the City's new vision, mission and strategic plan including, but not limited to:
  - a. Preservation of integrity and aesthetics of single-family neighborhoods
  - b. Incentives to encourage workforce housing
  - c. Opportunities and standards for Complete Streets
  - d. Incentives for local business retention, growth and expansion
  - e. Development of CBD height incentives (if applicable)

#### Task 1: Review of Existing Documents, Ordinances, and Initiatives

At the beginning of the project, the consultants will meet with City staff to understand the goals of the project and to review the project schedule and timeline. Staff will review with the consultant all applicable local documents, ordinances, and resolutions and relevant regional and

state documents. The consultant is responsible for reviewing all other relevant and applicable documents. Staff will provide the consultant with staff's review of the Comprehensive Plan and Land Development Code to provide already identified strengths and weaknesses and areas of concern.

The consultant will complete a comprehensive and objective review and evaluation of the City's existing Comprehensive Plan and Land Development Code. The consultant will also review the City's Vision Statement, Mission Statement, and Strategic Plan, and the outcome of the "Community Conversations". The consultant should take into consideration any applicable State Statutes governing comprehensive plans and land development regulations and current code compliance.

The review of the existing Comprehensive Plan and Land Development Code will include an analysis of all changes that have taken place in the City since the last major revision to the Comprehensive Plan (2011) and Land Development Code. Revisions to the Comprehensive Plan are intended to address current conditions and desired future conditions and meet all State mandated requirements. The updated Land Development Code is meant to supersede the present document in effect.

The City desires to have an innovative set of land development regulations that serve to preserve the integrity of single-family neighborhoods, incentivize workforce housing, encourage complete streets where practical, provide incentives for local business retention, growth and expansion, and provides height incentives in the Central Business District (pending a potential height amendment).

#### Task 2: Public Participation

The consultant shall provide a schedule for substantial public participation workshops and outreach. The schedule should specify how and when the public (including stakeholder groups and other interested parties) will be engaged throughout the project. The consultant shall specify the methods they will use to achieve meaningful public participation. The consultant shall also provide a public participation timeline that identifies key points at which the public will be involved, and how that involvement will occur, how and when materials will be available and presented to the public.

The consultant shall also describe the approach for collecting input from the community about existing conditions, and future goals. Public participation should include the development of a website component where updates are provided, and meetings are noticed, and surveys to collect information from the public and stakeholder groups.

Public workshops and information input opportunities/surveys should include the following stakeholder groups:

- City Council
- City Boards (Planning Commission, Board of Adjustment, Community Redevelopment Agency)
- Homeowner and condominium associations
- Business community

- Public
- Development community
- Other groups as identified with staff

City staff, boards, and City Council should be contacted in person for their input concerning the current requirements, administration procedures, deficiencies, suggested changes and implementation techniques. The consultant shall also inquire about the perceived strengths and weaknesses of the existing Comprehensive Plan as a guide to implement a new Land Development Code and Zoning Atlas. The consultant shall prepare a draft and final memorandum that summarizes the input gathered during this identification process, which shall be submitted to the City Manager and Planning and Development Director.

### Task 3: Draft Comprehensive Plan and Land Development Code

It is the intent of the City to have a final product that is a user-friendly Comprehensive Plan and Land Development Code that are complimentary of each other. It is anticipated that the Comprehensive Plan revision will be completed before the Land Development Code Revision. The consultant should identify and discuss new concepts to incorporate into the updated Comprehensive Plan and Land Development Code.

The consultant shall first prepare an annotated outline that includes a detailed description of proposed changes to each section of both the Comprehensive Plan and Land Development Code. The detailed outline should be presented to City Staff and subsequently the Planning Commission and the City Council and other, as identified, for review and comment. After obtain agreement on the reorganization of each document and proposed changes, the outline will be finalized.

The consultant will then prepare a draft Comprehensive Plan that is based on the accepted outline. After an initial review by the Project Management Team, the Planning Commission and the City Council, the consultant will engage an approach to solicit input from the public and other stakeholder groups. The consultant shall be responsible for coordinating with City staff to schedule and facilitate public meetings, workshops, surveys, and input opportunities.

The consultant will prepare a draft Land Development Code following the same agreed up on process as the updated Comprehensive Plan. The consultant shall include in their proposal the anticipated number of workshops to be conducted to gather input and complete reviews and revisions of the draft documents.

### Task 4: Final Revised Comprehensive Plan and Land Development Code

After input from staff, the Planning Commission, the City Council and public input, the consultant shall prepare the final drafts of the Comprehensive Plan and Land Development Code including all data and analysis, and maps, tables, and figures. Presentation of the final drafts shall include an executive summary outlining the process that was undertaken and the purpose of the final public hearings. The consultant shall make available, at least one month before the public hearings to review the final draft deliverables, copies of the executive summary and the



final draft Comprehensive Plan and Land Development Code. The consultant shall be present at the public hearings and explain the process, the new plan contents and be prepared to respond to questions from elected officials, appointed board members and the public.

#### **4. PROJECT MANAGEMENT**

The consultant is responsible for the coordination and management of all project phases, including working with a Project Management Team made up of key City staff representatives and others as identified by the City. The Project Management Team will meet in person monthly or as needed and will communicate with the consultant regularly via conference calls and emails. The Project Management Team will review and consult on all content produced as part of this project prior to public release.

#### **5. DELIVERABLES**

1. Summary of findings from initial review of the Comprehensive Plan and Land Development Code and noncompliance/inconsistency issues with Florida Statutes, Florida Building Code, and other requirements, local plans and documents.
2. Public Engagement Plan and proposed meeting/workshop schedule.
3. Annotated outline of the new Draft Comprehensive Plan and Land Development Code.
4. Draft Comprehensive Plan copies in printed and digital format.
5. Draft Land Development Code in printed and digital format.
6. Summary of public meetings and data collection.
7. Presentation to the Planning Commission and City Council and Public for Final Drafts.
8. Final Drafts of the Updated Comprehensive Plan and Land Development Code.

#### **6. IMPORTANT CONSIDERATIONS**

It is critical that the consultant thoroughly review the City's Vision Statement, Mission Statement, Strategic Plan, and Core Values including all the background information for how the final adopted versions were selected. This includes reviewing the results of multiple "Community Conversations" held with the citizens of Jacksonville Beach over a period of months. This information is all available as background information for the adopted Strategic Plan, adopted by Resolution No. 2095-2021.

## **SECTION D:**

# **EVALUATION AND AWARD PROCEDURES**

## **SECTION D: EVALUATION AND AWARD PROCEDURES**

### **1. EVALUATION CRITERIA**

The RFQ evaluation will be based on certain objective and subjective considerations listed below.

- A. Qualifications and Relevant Experience – 30 Points
- B. Project Approach and Understanding – 40 Point
- C. Cover Letter and References – 10 Points
- D. Proposed Project Schedule – 20 Points

### **2. EVALUATION PROCESS**

The City of Jacksonville Beach will not Award this Contract on a price only basis, but will award based on an evaluation of how well each Respondent meets the evaluation criteria listed herein.

An evaluation committee of qualified City staff or other persons selected by the City will conduct evaluations of responses. It may be a two-step process. In step one; the committee will evaluate all responsive responses based upon the information contained in the submittals. The committee will rank all responsive responses and determine a minimum of three (3), if more than three (3) responses are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive responses, the committee may give further consideration to all responsive responses received. In step two, the committee may then conduct discussions (oral presentations) and/or site visits to business locations, for clarification purposes only, with the finalists and re-rank the finalists' responses. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a Contract.

The City reserves the right to shortlist the Respondents on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

Therefore, it is in the best interest of Respondents to provide informative, concise, well-organized technical and business information relative to the work.

The City reserves the right to conduct interviews with some or all of the Respondents at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Respondent for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a response.

The City may require visits to customer installations or demonstrations of product by Respondents, as part of the evaluation process.

The City reserves the right, before awarding the Contract, to require a Respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all Respondents prior to determination of award.

The City reserves the right to award the Contract to the Respondent(s) who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all responses. The City also reserves the right to waive minor irregularities or variations to the specifications and in the response process.

## **SECTION E:**

# **SUBMITTAL REQUIREMENTS**

## SECTION E: SUBMITTAL REQUIREMENTS

Respondents are strongly advised not to prepare responses based on any assumption or understanding that negotiations will take place. Respondents are advised to respond to this RFQ fully and with forth-rightness at the time of submission.

Respondents are strongly cautioned NOT to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Responses shall not be available for inspection by Respondents until interviews, if scheduled, are completed and award has been made. After agreement award, all responses become matter of public record and are available for inspection by the general public.

The evaluation criteria below are intended to be the basis by which each response shall be evaluated, measured and ranked. The City of Jacksonville Beach hereby reserves the right to evaluate, at its sole discretion, the extent to which each response received, compares to the said criteria. The information submitted shall be relevant to the project scope and be practical and concise. The recommendation of the evaluation committee shall be based on the following:

### **1. Qualifications and Relevant Experience**

Provide resumes and past project information regarding the history and experience of the lead consultant and all sub consultants proposed to be part of the project team. Resumes shall include the name(s), business address, phone number, email addresses, and resumes of individuals proposed to participate in all work efforts identified and needing to be performed to meet the intent of this project. The Project Manager shall be clearly identified along with the roles of other significant project participants. The Prime Consultant and sub consultants shall be collectively scored based on their demonstrated level of experience and competence in the following areas of expertise.

**Please clearly indicate your team's experience with each of the following Areas of Expertise:**

- Updating Comprehensive Plans to ensure compliance with Florida Statutes and consistency with local strategic plans.
- Preparing updated land development regulations.
- Innovative zoning techniques, architecture and urban design, land use law, and coastal management.
- GIS mapping to support Comprehensive Plans and land development regulations.
- Conducting community engagement efforts and making presentations to stakeholders and the public to expand public support and address community concerns.

**2. Project Approach and Understanding**

Include a **Scope of Work** that outlines the **specific tasks and deliverables** required for the project as well as a **Project Approach and Understanding Narrative** that describes how you and your team understand the Project, unique elements of your understanding and approach, and how you will meet the requirements, purpose, objectives, and specific needs of this project and the City of Jacksonville Beach.

**3. Cover Letter and References**

Provide a cover letter signed by an officer of the Contractor, binding the Contractor to all of the commitments made in the response. Failure to provide a cover letter signed by an officer of the Contractor, binding the Contractor to all of the commitments made in the response may result in disqualification.

Provide three relevant references for the lead Consultant as well as three relevant references for each sub consultant proposed to be a part of the project team. These may overlap with references for specific projects. Each reference should have the person's full name, email address, and phone number listed.

Provide at least one reference for each project listed as part of each firm's qualifications. The reference must have been directly involved in the project on behalf of the hiring agency and have direct experience supervising the work of the consultant. Each reference should have the person's full name, email address, and phone number listed.

**4. Proposed Project Schedule**

Provide a project schedule that is broken down by task and related sub tasks on a monthly basis. This project must be completed within 18 months.

# **SECTION F:**

# **SUBMITTAL FORMS**



**RESPONSE FORM** (page 1 of 2)

RFQ NUMBER: **04-2122**  
TITLE: **Consulting Services for a Comprehensive Plan and Land Development Code**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA      DATE: \_\_\_\_\_

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

**NOTE:** Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFQ, to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-consultant work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all Consultant overhead, all Consultant profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's response for this RFQ.

I hereby certify that I have read and understand the requirements of **RFQ #: 04-2122 Consulting Services for a Comprehensive Plan and Land Development Code**, and as the Respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: \_\_\_\_\_  
Printed Name of Authorized Submitter

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

ADDRESS: \_\_\_\_\_

CITY, STATE &amp; ZIP:

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Submitter

\_\_\_\_\_ Title (typed or neatly printed)

## FORM 1

### RESPONSE FORM (page 2 of 2)

#### RESPONSE DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFQ. Failure to provide the listed documents may be cause for the City to consider rejection of the submitted response. This consideration will be at the sole discretion of the City.

INITIAL Check-Off	#	SECTION TITLE
[   ]	1.	Cover Letter – 2 page maximum
[   ]	2.	<b>FORM 1: RESPONSE FORM</b>
[   ]	3.	<b>FORM 2: RFQ AWARD NOTICE FORM</b>
[   ]	4.	<b>FORM 3: REQUIRED DISCLOSURE FORM</b>
[   ]	5.	<b>FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM</b>
[   ]	6.	<b>FORM 5: NON-COLLUSION AFFIDAVIT</b>
[   ]	7.	<b>FORM 6: NON-BANKRUPTCY AFFIDAVIT</b>
[   ]	8.	<b>FORM 7: QUALIFICATIONS</b>
[   ]	9.	<b>FORM 8: EXPERIENCE</b>
[   ]	10.	<b>FORM 9: REFERENCES</b>

**NOTE:** Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Response Tender Form and/or is required by the RFQ and/or Addenda.

#### ADDENDA RECEIPT VERIFICATION

**Respondent shall acknowledge receipt of all addenda, if any, to the RFQ, by filling in Addenda Numbers and dates below.**

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

**FORM 2**

**RFQ AWARD NOTICE**

***City of Jacksonville Beach***

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**NOTICE:** Items 1 to 6 are to be completed by the Respondent. The Respondent is to submit the form to the City along with the Response Form and other required documents.

1. Company Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. City, State & Zip: \_\_\_\_\_
4. Attention: \_\_\_\_\_
5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*  
ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
\*\*\*\*\*

Responses were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 04-2122** per the attached Response Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the Respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFQ, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your response.  
Sincerely,

CITY OF JACKSONVILLE BEACH  
/s/Luis F. Flores  
Property and Procurement Division

## REQUIRED DISCLOSURE

[illegible]

Contractor: \_\_\_\_\_

## **FORM 4**

### **DRUG-FREE WORKPLACE COMPLIANCE**

**IDENTICAL TIE RESPONSES** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. 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 Contract 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 Contract, 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 five (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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Vendor's Signature

**FORM 5**

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_, of \_\_\_\_\_ the Respondent that has submitted the attached response;
2. He is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such responses;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham response in connection with the Contract for which the attached response has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Respondent firm, or person to fix the price or prices in the attached response or of any other Respondent or to fix any overhead, profit, or cost elements of the response price or the response price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in the State of \_\_\_\_\_, County of \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

**FORM 6**

**NON-BANKRUPTCY AFFIDAVIT**

STATE OF \_\_\_\_\_)

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

\_\_\_\_\_ is an officer and member of the firm of  
\_\_\_\_\_, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFQ #: 04-2122**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
Affiant Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
(Name of affiant)

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary's Printed Name

\_\_\_\_\_  
Expiration of Notary's Commission

Affix Seal Here:

## **FORM 7**

### **QUALIFICATIONS**

Resumes and past project information regarding the history of the lead consultant and all sub consultants proposed to be part of the project team. (See Section E: Item 1 on page 30).



## **FORM 8**

### **EXPERIENCE**

Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience etc. Present a concise outline of specific services your firm/team is qualified and prepared to provide.

## **FORM 9**

### **REFERENCES**

Submit the names of at least three (3) organizations that you or your firm has performed the same size and type of services. Give a contact name with each reference.

The City reserves the right to conduct reference checks for firms or individuals submitting responses. In the event that information obtained from the reference checks reveals concerns about the respondent's past performance or their ability to successfully perform the contract to be executed, based on this RFQ and subsequent RFQs, the City may, at its sole discretion, determine that the respondent is not the most qualified firm and may select the next highest-ranked respondent whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the respondent.