



A G E N D A
ORMOND BEACH BROWNFIELD
ADVISORY BOARD
Regular Meeting

June 10, 2014

6:00 PM

City Hall
Commission Chambers
22 South Beach Street
Ormond Beach, FL

- I. ROLL CALL**
- II. APPROVAL OF THE MINUTES: 2.11.14 Minutes**
- III. ADMINISTRATIVE ITEMS**
 - A. None**
- IV. OTHER BUSINESS**
 - A. Brownfield Program Initiative RFP**
- VI. MEMBER COMMENTS**
- V. ADJOURNMENT**

**MINUTES
BROWNFIELD ADVISORY BOARD**

February 11, 2014

6:00 P.M.

City Commission Chambers
Ormond Beach City Hall
22 South Beach Street
Ormond Beach, FL

I. ROLL CALL

Members present were: Pat Behnke, Ryck Hundredmark, Thomas MacDonald, William McMunn, Patrick Opalewski and Michael Sznajstajler. Excused was Curtis Burkett.

Others present were Planning Director Ric Goss, City Attorney Randy Hayes and Recording Secretary Shá Moss.

II. ADMINISTRATIVE ITEMS

A. Election of Chairperson and Vice Chairperson

Chairman McMunn called for nominations for Chair.

Mr. Sznajstajler nominated Mr. McMunn for Chair, seconded by Ms. Behnke. The motion passed unanimously. Mr. McMunn accepted the nomination.

Chairman McMunn called for nominations for Vice-Chair.

Mr. Sznajstajler nominated Mr. Opalewski for Vice-Chair, seconded by Mr. Hundredmark. The motion passed unanimously. Mr. Opalewski accepted the nomination.

B. Review and Adoption of 2014 Meeting Schedule

Chairman McMunn asked whether anyone had any conflicts with the current meeting date and time. Mr. MacDonald stated he would not be available on July

8, 2014. The Board decided to continue the current meeting time and date. Staff will advise the Board in advance of upcoming meetings.

Mr. Hundredmark moved, seconded by Mr. Opalewski that the meetings continue at the same time and date, as advised by staff. The motion passed unanimously.

C. Approval of the 2014 Brownfield Advisory Board Rules of Procedure

Chairman McMunn asked what the rule was for absences, wherein Mr. Goss stated that if a board member has 3 consecutive unexcused absences, they could be removed from the board.

Mrs. Behnke asked whether the Board would recite the Pledge of Allegiance and the invocation.

City Attorney Randy Hayes stated that the Pledge of Allegiance and invocation were used at the City Commission meetings and many other City board meetings.

Mr. Opalewski moved, seconded by Mr. Hundredmark that the board accepts the Rules of Procedure and will recite the Pledge of Allegiance and the invocation. The motion passed unanimously.

III. APPROVAL OF MINUTES: January 8, 2013

Mr. MacDonald moved, seconded by Mr. Opalewski to accept the minutes of the January 8, 2013, meeting. The motion passed unanimously.

IV. OTHER BUSINESS

A. Florida Brownfields Redevelopment Program statutory changes

Mr. Sznajstajler gave a presentation.

Mr. Sznajstajler stated he was the President of the Florida Brownfield Association promoting the redevelopment and use of the Brownfield program incentives throughout Florida. He noted there were a few legislative changes made in Tallahassee. Prior to the 2013 legislative changes, there was a list of incentives that were automatically available to the Brownfield area. The 2013 legislative changes now make the incentives available only to those properties that have a Brownfield cleanup agreement in place, which is a contract between

the redeveloper and the State to investigate the environmental issues at the site and move forward with the cleanup if necessary and any properties that abut those properties. Mr. Sznajstajler stated currently there are no sites in Ormond Beach that are available for the economic incentives.

Chairman McMunn asked if after an assessment has been done, do you need to do the cleanup in order to receive the incentive or could you enter into an agreement just to get the incentives?

Mr. Sznajstajler stated you need to have the cleanup agreement first then do the assessment. If the results show there is nothing to cleanup, then you are done and eligible for the incentives. The incentives would be there once you have the cleanup agreement. He stated in the past, as soon as a Brownfield area was designated, the incentives were available.

Chairman McMunn asked about the two Brownfield zone and where they were.

Mr. Goss stated one area was the downtown area, which was expanded and the other area was the airport.

Mr. Sznajstajler stated as long as you perform the assessment in the same calendar year, it doesn't matter if the work was done before or after the agreement was entered into.

Mr. Sznajstajler stated there was some pending legislation, House Bill 325 and Senate Bill 586, which clarifies the designated Brownfield process; and adds an extra layer of liability protection to someone who voluntarily agrees to cleanup a site. Therefore it is limited to a lawsuit to compel you to do the cleanup which you already agreed to do. It does not protect anyone from suing you for property damage or bodily injury claims.

Mr. Sznajstajler stated in 2013, the EAP awarded \$4.4 million in cleanup grant monies to local government throughout Florida. Deland received \$400,000 assessment; Edgewater, New Smyrna and Oak Hill received \$600,000 to be divided as well as Flagler County, Palm Coast and Bunnell also received \$600,000. The grant allows the government to create an inventory of properties where you have the due diligence already done. It's an upfront cost for the developer that they are not going to recoup if the issues are bad and they cannot use the property. The annual report provides the sites that have been designated. There are 356 areas throughout Florida, 191 sites with cleanup agreements and DEP has closed 70. There are over 40,000 jobs in Brownfield areas and \$1.8 million in capital investments. Locally there are 4 Brownfield areas in Daytona Beach, 1 or 2 in Deland and 1 in New Smyrna.

Chairman McMunn asked whether the City was going to do an assessment at the airport

Mr. Goss stated they were going to do an assessment and was working with Economic Development Director Joe Mannarino to get someone to do the assessment. There are procurement issues and it has to go out for bid. The City will also do one for US Highway 1.

Chairman McMunn asked about the old hospital site.

Mr. Goss stated the site was going before the Planning Board for a land use change. Half of the property was designated for Professional Office and the other Institutional and they want to change it all to Professional Office to permit residential development. The hospital property probably is not a property that would require a Brownfield Agreement.

Mr. Goss hopes to have the Board meet more this year to discuss the EPA Grant and proposed sites for along the US 1 North corridor and hospital for assessments.

V. MEMBER COMMENTS

None

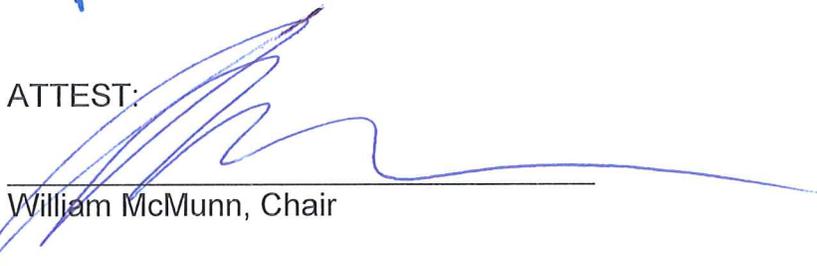
VI. ADJOURNMENT - meeting adjourned at 6:30 p.m.

Respectfully Submitted:



Ric Goss

ATTEST:



William McMunn, Chair

Prepared by:



Shá Moss



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Kelley and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Ric Goss, Planning Director
Date: April 16, 2014
Subject: Brownfield Program Initiative

Introduction

This item provides notification of staff's intent to issue a Request for Proposal (RFP) for a full-service environmental consultant to prepare a United States Environmental Protection Agency (USEPA) community wide Brownfield grant to inventory, assess and prepare clean-up plans with emphasis along a segment of the US 1 North road corridor and at the city airport which was designated a Florida Brownfield Area by City Resolution 2012-21.

Background

There are a number of real and perceived potential petroleum and hazardous substance liabilities which are preventing vacant properties from being developed into productive property throughout the city. The US 1 North corridor and airport was designated a Brownfield pursuant to Florida's Brownfield Redevelopment Act, Section 376.77 through 376.85, Florida Statutes by City Resolution 2012-21. In order to address any potential issues and prepare said properties for (re) development, an environmental investigation, assessment and clean-up plan activity is being proposed through an EPA grant. Access agreement from property owners will be required in order for the work to be done on private property. However, these types of activities which either discover presence of petroleum or hazard material and recommend clean-up plans or clears a site, adds value to redeveloping property. Any property in which the property owner provides an access agreement and an assessment/clean-up plan is prepared is advantageous since an approach to clean up and cost of cleanup is developed without cost to the property owner. Once known, the property owner or a purchaser of the site for redevelopment can enter into a clean-up agreement and the incentives available through Florida's Brownfield Program are available.

Discussion

The City is looking for firms with documented experience providing Brownfield grant-writing and program management, environmental assessments, and cleanup and other

related services for local governments with similar geographical characteristics to Ormond Beach.

Ormond Beach is looking for the selected consultant to provide support in the identification of potential funding sources including identifying and assisting with grant applications. The objectives of the City's Brownfield Initiative are to complete the following:

- Develop a successful Brownfield Initiative by assisting the City with development, implementations, and management of the program.
- Identify and pursue Brownfield funding and resources.
- Encourage community involvement in the Brownfield process.
- Perform consulting services under awarded grant (s).
- All work to be performed in accordance with the U.S. EPA grant terms and conditions of the awarded grant.
- FDEP State regulatory agency requirements must be followed as applicable.

The selected consultant will be expected to perform the following tasks on an as-needed basis:

1. EPA Grant application preparation in the amount of \$400,000;
2. Assist the City and Brownfield Advisory Board in citizen engagement efforts;
3. Identify potential properties for investigation based upon primary and secondary sources of data and develop an inventory for inclusion into a redevelopment database;
4. Prepare Environmental Site Assessments (ESAs) 1 and, 2 if needed, on properties suspected of petroleum or hazardous material contamination;
5. Prepare Clean-up plans and (re) development planning efforts to include conceptual redevelopment site plans;
6. Perform other Brownfield duties which have not been anticipated by this RFP or may be included in a Cooperative Agreement and Work Plan as required by EPA for acceptance of the grant.

Staff will issue and advertise the RFP on April 20, 2014. Proposals will be opened on June 4, 2014. The RFP committee will evaluate the proposals at a meeting two weeks after receipt of said proposals which is June 4, 2014. The RFP committee will consist of the Planning Director, City Engineer and Economic Development Director or representatives from those Departments.

Budget Impact

The General Fund Planning Department budget includes \$25,000 for Professional Services. The preparation of the grant is estimated at \$10,000 to \$15,000. It is expected that the proposer selected during negotiation will provide a very competitive price on the cost of preparing the grant in order to provide the engineering services for the inventory, assessment and clean-up preparation plans.

Recommendation

No action is required at this time.

Attachments:

- RFP 2014-17: Brownfield Program Initiative (PDF)
- Granada Brownfield Area (PDF)
- US1-Airport Brownfield Area (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/26/2014

APPROVED BY:


Joyce A. Shanahan, City Manager 4/9/2014



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: City of Ormond Beach Brownfield Program Initiative

RFP NUMBER: 2014-17

RFP OPENING DATE & TIME: June 4, 2014 @ 2:00 PM

RFP OPENING LOCATION: City Hall Upstairs Conference Room

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. INTRODUCTION:

The City of Ormond Beach invites interested parties to submit statements of qualification and experience to provide grant-writing, grant management, environmental and engineering consulting services on a task order basis for the City's new Brownfields program over a five-year period of performance which may be extended annually for an additional two years. The City is looking for firms with documented experience providing Brownfields grant-writing and program management, environmental assessments, and cleanup and other related services for local governments with similar geographical characteristics to Ormond Beach.

Ormond Beach is looking for the selected consultant to provide support in the identification of potential funding sources including identifying and assisting with grant applications. The objectives of the City's Brownfields Initiative are to complete the following:

- Develop a successful Brownfields initiative by assisting the City with development, implementations, and management of the program.
- Identify and pursue Brownfields funding and resources.
- Encourage community involvement in the Brownfields process.
- Perform consulting services under awarded grant (s).

- All work to be performed in accordance with the U.S. EPA grant terms and conditions of the awarded grant.
- FDEP State regulatory agency requirements must be followed as applicable.

The City of Ormond Beach is seeking one full-service environmental consultant to prepare a United States Environmental Protection Agency (USEPA) community wide Brownfield grant to inventory, assess and prepare clean-up plans with emphasis on the City's designated brownfield areas. There are real and perceived potential petroleum and hazardous substance liabilities which are preventing vacant properties from being developed into productive property. The City has two designated Florida Brownfield areas. The US 1 North corridor and airport was designated a Brownfield pursuant to Florida's Brownfield Redevelopment Act, Section 376.77 through 376.85, Florida Statutes by City Resolution 2012-21. The Granada Enterprise Zone was designated by City Resolution 2012-02 and expanded by City Resolution 2013-90.

II. SCOPE OF WORK:

The consultant will be expected to perform the following tasks on an as-needed basis:

- A. Grant Preparation, Management and Administration:** The consultant will be asked to take the lead in grant application preparation with input and review by the City's Brownfield Advisory Board and the City Commission. Included in this task is the collection of data required in the grant application, meeting with existing community groups, and assistance in the identification of potential properties or areas to be included in the application. Once grants have been awarded, the consultant will, with the Brownfield Advisory Board's help and guidance, administer the grant. Grants may include any EPA Brownfields assessment, RLFs, cleanup and planning or other federal or state grant opportunities identified by the City.

Grant administration will be primarily the city's responsibility, but the consultant will provide technical assistance and updates regarding grant activities throughout the project duration for inclusion into Quarterly Reports. The selected consultant will keep the City's Brownfield Advisory Board informed about the project through periodic reports, memo's, meetings, etc. Such updates shall be provided within a specified time period to ensure the Analysis Plans, Assessment, Cleanup and Redevelopment Exchange System (ACRES) is updated every month during the contract period.

- B. Citizen Engagement Assistance:** The selected consultant will assist the City in developing a civic engagement and community outreach effort to ensure that community concerns are considered and addressed in the assessment, planning and execution process of the projects. The following activities may be included:

1. Create a web page linked to the City's website that will provide information about the Brownfield Program. Updates on project activities and progress with a link for feedback shall be provided.
2. Develop informational handouts regarding available funding and grant task opportunities. The materials will be distributed by web, city offices, the Ormond Beach Chamber of Commerce, and the US 1 North Ad Hoc committee established to promote economic progress on the corridor.

3. Consult with prospective private landowners and developers to encourage participation in the program.

C. Property Identification and Inventory. The consultant will be asked to work with the City's Brownfield Advisory Board to identify, develop and refine a database of potential Brownfield Properties. Based upon information gleaned from existing records at the City, County, and FDEP; real estate brokers and lenders; and field observation and survey, an inventory of potential brownfield sites shall be developed. The selected consultant will coordinate with the City's GIS division to develop a geodatabase for the inventory and will compile and provide additional information collected during the contract period. All database files as part of this contract shall be the property of the city. A common form shall be developed to guide and document data collection and to facilitate an efficient transition in the City's GIS database. Depending on the number of sites identified and the budget, sites may be prioritized for assessment based upon input from the Brownfield Advisory Board. Factors that may play a role in prioritizing sites may include but shall not be limited to the following:

1. Interest of the property owner in participating;
2. Property known for or suspected of threatening public health;
3. Potential for economic development potential/opportunity;
4. Proximity to surface or ground water sources
5. Sites designated in the draft CRA Blight Determination for the US 1 Road corridor;
6. Degree of blight;
7. Concerns of adjacent businesses or residents; and
8. Tax delinquency status

The consultant shall prepare eligibility determinations for each site for submittal to USEPA (for hazardous substance brownfields) or FDEP (for petroleum brownfields) and whether the property should be assessed under a Hazardous Substance Grant (\$200,000) or Petroleum Grant (\$200,000) or a combination of both.

D. Site Characterization and Assessment Activities. As part of the work, the consultant may be asked to conduct Phase I Environmental Site Assessments (ESA) and Phase II ESAs as well as preparation of cleanup plans.

1. Phase I ESA - The consultant will be asked to assist the City in obtaining EPA and/or FDEP approval for each site prior to commencement of any Phase I ESA activity. The Phase I ESAs shall be conducted in accordance with the EPA approved All Appropriate Inquiry Final Rule (40 C.F.R § 312) and the American Society for Testing and Materials (ASTM) Standard E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". Access agreements shall not be needed for the airport property however it is contemplated some access agreements may be required for private property along the US 1 North corridor. The consultant shall document the results of the Phase I ESAs in a written report that, at a minimum, will include the following items:

- a) An opinion as to whether the inquiry has indentified conditions indicative of releases or threatened releases of hazardous substances, pollutants and contaminants, petroleum and petroleum products, or controlled substances.
- b) An identification of data gaps in the information gathered that affect the consultant's ability to identify conditions as well as comments regarding the significance of such data gaps.
- c) A written statement (as defined in 40 C.F.R § 312.21) declaring that the consultant meets the definition of an environmental professional as defined in 20 C.F.R. § 312.10 and that the All Appropriate Inquiries were performed in accordance with the standards and practices set forth in 40 C.F.R § 312.

The completed Phase 1 ESA reports shall be forwarded to the EPA Project Officer for approval.

Other activities to be performed in support of the assessment tasks outline above may include assistance with negotiating access agreements, preparation of permit applications for assessment work completed in FDOT rights-of-way.

- 2. Phase 2 ESA - Prepare Phase II ESAs and Baseline Environmental Assessments.
The consultant will complete Phase II ESAs on properties that require further investigation based upon results from Task 5. The ESAs will be conducted in accordance with ASTM Standard E1903-11. Included as part of the Phase 2 ESA, the consultant shall prepare the following plans:

- a) One Quality Assurance Project Plan (QAPP) pursuant to EPA's *Guidance for Quality Assurance Project Plans, 2002*.
- b) One Health & Safety Plan (HASP) for Clean-up facilities pursuant to OSHA's Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard, 29 CFR 1910.120 or 29 CFR 1926.65, Paragraph (b) (4) for each site.
- c) One Site Specific Sampling and Analysis Plan (SAP) pursuant to EPA's *Sampling and Analysis Plan (SAP) Guidance and Template, April 2000* for each site.
- d) The QAPP, HASP and SAP shall be forwarded to EPA's Project Officer for approval and any necessary corrections shall be made prior to beginning any Phase II ESA activities.
- e) Each Phase II ESAs completed must contain the following items:
 - i. Site assessment actions taken and any modifications made to the SAP or QAPP;
 - ii. The type, concentration, and location of contamination documented at the site;
 - iii. Any future actions that will be taken at the site including clean-up actions and/or no action;
 - iv. The resources committed to complete any future actions that will be taken at the site;
 - v. Any problems encountered; and
 - vi. Forward Phase II ESA report to the EPA Project Officer for approval.

- E. Clean-up and Development Planning.** The consultant will be asked to complete site-specific cleanup and redevelopment planning documents, including Analysis of Brownfield Cleanup Alternatives (ABCA's), site remediation Work Plans, conceptual redevelopment site plans, etc.
- F. Other Brownfield Related Duties:** Other duties that may be required for a successful program but that have not been anticipated in this call for services.

III. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: chris.byle@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., June 4, 2014.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City of must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

IV. RESPONSE FORMAT/EVALUATION CRITERIA:

One (1) original and one (1) electronic pdf format copy of the Statement of Qualifications and experience shall be submitted. The submittal shall be no longer than twenty (20) pages and shall include the formation outline below. To ensure fair and equitable evaluation, proposals must be organized into the following separate sections:

A. Experience and Capacity.

1. The experience and capabilities of the environmental consulting firm with respect to the following:
 - a. History of the firm's experience providing Brownfields services as described herein in the State of Florida and USEPA Region IV.
 - b. Demonstrated experience in successful grantsmanship and administration regarding the EPA Brownfields Grant Program.
 - c. Brownfields project experience in the State of Florida and USEPA Region IV.
 - d. Description of the firm's organizational structure and the names and experience of key individuals including professional registrations, site investigation, cleanup and experience working with the USEPA and the State of Florida DEP.
 - e. Disclosure of any potential conflicts of interest.

B. References.

The response shall include at a minimum three references for similar services that have been provided by the responding firm and the dates of services. Dates of service must be within the last five years. Please include reference name, company and phone number. Also include the key personnel involved in similar projects and the name and contact information for the key contact person who will directly oversee this effort.

C. Proposed Methodology.

The response shall include an organization chart in addition to a description of how the firm will complete the scope of work described herein. Include a description of the relevant services provided by your firm. Finally, include a concise statement of why your firm should be selected by the City.

D. Selection Criteria.

The responding firms will be evaluated on the following criteria:

- Experience and ability to complete the work.
- Demonstrated Brownfields experience including successful grant writing and administration along with a demonstrated ability to work with the USEPA and State FDEP.
- Approach and understanding of the scope of work.
- Proven track record of civic engagement.
- Environmental assessment experience.
- Quality of performance on similar projects.
- Participation of small, minority, woman and veteran owned businesses.

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Planning Director, City Engineer, and the Economic Development Director or representatives from those respective departments. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City’s sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer’s qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Criteria
<p>Technical Experience in Brownfield administration, assessment, and clean-up</p> <ul style="list-style-type: none"> ▪ History of the firm’s experience providing Brownfields services as described herein in the State of Florida and USEPA Region IV. ▪ Demonstrated experience in successful grantsmanship and administration regarding the EPA Brownfields Grant Program. ▪ Brownfields project experience in the State of Florida and USEPA Region IV. ▪ Proven track record of civic engagement. ▪ Environmental assessment experience. <p>(40 points)</p>
<p>Qualifications of firm Experience and Capacity to carry out the Brownfield Program Initiative</p> <ul style="list-style-type: none"> ▪ Approach and understanding of the Scope of Work ▪ Qualifications of staff and firm in Brownfields ▪ Vendor references for similar services for similar size cities like Ormond Beach ▪ Quality of performance on similar projects. ▪ Participation in small, minority, woman and veteran owned businesses. <p>(40 points)</p>
<p>References</p> <ul style="list-style-type: none"> ▪ Minimum of three references for similar services by the responding firm and the dates of services. Dates of service must be within the last five (5) years. ▪ Key personnel involved in similar projects from which references were given. ▪ Key personnel to be assigned to the City’s Brownfield Program Initiative. <p>(20 points)</p>

Responsive proposals will be ranked in each of the criteria

V. EXHIBITS

**The following exhibits are provided to assist firms with preparing proposals:
Please see Attached Questionnaire**

**REGISTRATION AND INSURANCE REQUIREMENTS FOR
VENDOR/CONTRACTOR WORKING ON CITY PROJECTS**

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 -(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the

Contract, 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, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

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

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any

of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors

- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor 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. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Enterprise Resource System-Electronic Plan Review
(RFP No. 2014-03)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Enterprise Resource System-Electronic Plan Review
(RFP No. 2014-03)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

City of Ormond Beach
Request for Proposals (RFP)
Enterprise Resource System-Electronic Plan Review
(RFP No. 2014-03)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in 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 bid 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 bids 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions 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.

Company Name

Authorized Signature

Print Name

Title



Proposed Brownfield
Boundary
2113 Acres/311 Properties