

<p>Submit Proposal to:</p> <p>CITY OF DELTONA Attn: Mary E. Perez 2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p align="center">REQUEST FOR PROPOSALS #25017</p> <p align="center">COMPREHENSIVE IMPACT FEE STUDY FOR TRANSPORTATION, PARKS, LAW ENFORCEMENT AND FIRE/RESCUE</p>
<p><u>Contact:</u></p> <p>Mary E. Perez Purchasing Agent meperez@deltonafl.gov Phone: (386) 878-8100 Fax: (386) 878-8571</p>	<p>RESPONDENTS NAME: _____ _____ _____</p>
<p><u>Response Due Date & Time:</u> THURSDAY, JULY 3, 2025 AT 2:30 P.M.</p>	<p>MAILING ADDRESS: _____</p>
<p><u>Location of Public Opening:</u></p> <p>City of Deltona, 2nd Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>_____ _____ Phone#: _____</p>

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **three typed copies and one unbound original (please do not use three ring binders)** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Request for Proposals their or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF RFP: RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and attached to the RFP.

RESPONDENT INFORMATION: Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal.

JOINT VENTURES: Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals.

NO RESPONSE: If not submitting a RFP response, respond by returning only the Statement of No Response, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the proposers name from the mailing list.

RFP OPENING: Shall be public, at the above address, on the date and at the time specified above. The date and time shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-878-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

MISTAKES: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be

corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

AWARD TERM The award period will be for the duration of the project and may include any additional related work that may be needed up to a period of five years.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Respondents shall carefully examine the RFP Documents. Any ambiguities or

inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (386) 878-8571, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through DemandStar. Receipt of all addenda shall be acknowledged by the Respondents by signing and enclosing said addenda or addendum acknowledgement with their response.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Respondents who received a bid package through DemandStar. All addenda are posted to the DemandStar website and current plan holders are notified that an addendum has been issued. Respondents who obtain RFP Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a RFP holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Respondent may cause your RFP to be rejected as non-responsive if you have failed to submit a RFP without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Respondent who disputes the RFP selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

LEGAL REQUIREMENTS: Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the City's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate an portion of the submittal, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this RFP and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEEs: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Respondent, without exemption, shall indemnify and save harmless, the City, its employees

and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Respondent. Further, if such a claim is made, or is pending, the Respondent may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Respondent certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

RESPONSIBILITY: A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

DISQUALIFICATION OF RESPONDENT: More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one proposal submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

RFP's may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

RFP PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their submittals simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

TERMINATION FOR CONVENIENCE This Agreement may be terminated for convenience by the City upon thirty (30) days advance written notice to the consultant; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Consultant and accepted by the City

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

**CITY OF DELTONA, FL
REQUEST FOR PROPOSAL
RFP #25017**

**COMPREHENSIVE IMPACT FEE STUDY/UPDATE FOR
TRANSPORTATION, PARKS, LAW ENFORCEMENT AND FIRE/RESCUE**

SCOPE OF WORK

The scope of services set forth in this Request for Proposals represents an outline of the services which the City anticipates the successful proposer to perform and is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services to be incorporated into the Agreement shall be negotiated between the City and the successful proposer. The City requests that proposers include any recommended modifications to the Scope of Services in their proposals, where such changes may better support the City's objectives.

Project objectives. The City's primary objective for this project is to obtain a basis for adoption of a development impact fee schedule that reflects the capital costs of providing services to new development. The project entails updating the City's development impact fee study which provides the basis and rational support for the development impact fee schedule. Development impact fees covered in the study are: parks, libraries, fire, and police, transportation.

Data, information, and assumptions. The City will provide information and certain basic assumptions to the proposer regarding population, development, inventory of existing capital facilities, capital facility financing, and capital facilities plans, adopted level-of-service standards, service areas, growth projections, and other necessary information to complete the project.

Project schedule. The City seeks a proposed schedule from the proposer to complete the tasks outlined in this RFP. The schedule shall be formulated with regard to the statutory requirement for such fees to be based on the most recent and localized data. The schedule shall include milestones for project progress and state deliverables.

Background information. Relevant documents will be provided to the proposer, including current development impact fee schedules, the impact fee study by Duncan Associates, "Impact Fee Study for Transportation, Parks, Public Safety and General Government Facilities, City of Deltona, Florida," August 2021, capital facilities plans and budgets, the development impact fee provisions of the Code of Ordinances, service area maps, population and land use information. The point of contact for the project will be the Department of Planning and Development.

Outline of services. The proposer shall provide sufficient information and analysis upon which the City may base the findings that there is a reasonable relationship (benefit and burden) between the type of development anticipated in the City and the cost of providing the selected services to that development. To accomplish this, the proposer shall:

1. Utilize the City's Capital Facilities Program and Comprehensive Plan, being updated concurrently, to determine capital costs necessary to continue to provide the selected services at the City's level-of-service standards. Recommend modification of the level-of-service standards if deemed appropriate.
2. Describe the bases for recommended changes in development impact fee schedules, level-of- service standards, formulas for calculating impact fees for various types of development, classifications of land use types, and any other modifications recommended.

Meetings and deliverables. The proposer shall coordinate all meetings and communications with the Director of Planning and Development and shall remain in close communication throughout the study period. A minimum of three meetings shall be held with City staff, unless otherwise reduced by the City. After the proposer has obtained all required information from City staff, the proposer shall prepare a first draft report identifying all analysis and findings. After review and acceptance by City staff, the proposer shall present the draft report to the City Commission at a workshop meeting to present the draft report. If necessary, the draft shall be revised in response to the Commission's review. After review and acceptance of changes, staff shall instruct the proposer to proceed preparing the final report. The proposer shall attend a minimum of one City Commission meeting to present the Final Report for acceptance by the City Commission.

SELECTION OF CONSULTANT FIRM OR INDIVIDUAL

Professional Qualifications: Any firm or individual with proven professional experience in similar studies, with specific emphasis on impact fee analysis, and having interest in providing these services to the City of Deltona, is invited to submit a Letter of Interest and Proposal.

Information to be submitted: The proposal package shall consist of the following:

SECTION 1 – NO POINTS – INTRODUCTION/COMPANY BACKGROUND

1. One (1) original letter of interest
2. Philosophy and general project approach of the firm or individual.
3. Proposed organizational chart. Include sub consultants, if appropriate.

SECTION 2 – 20 POINTS -QUALIFICATIONS OF STAFF Detailed resumes of key person(s) to be assigned to the project, including but not limited to:

Key Personnel Introduction

1. Name and title
 - a. Job assignments for other projects
 - b. Percentage of time to be assigned to this project
 - c. Current and projected workload of key individuals
 - d. How many years with this firm
 - e. How many years with other firms
 - f. Experience (type of projects, size of projects, specific project involvement)
 - g. Education and active registration(s)
 - h. Other experience/qualifications that is relevant to this project.
- b. Proposal of new Impact Fee Schedules;
- c. Update/Creation of the technical support of the Impact Fees;
- d. Evaluation for the jurisdiction that included reporting of Transportation, Parks, Law Enforcement Service or Fire/Rescue Impact Fee Schedules;
- e. The jurisdiction took affirmative action, based on the reports generated by the study, to effect adjustments to or creation of the technical support or the fee schedule for impact fees.

SECTION 3 - 20 POINTS - PAST PERFORMANCE/EXPERIENCE

List three (3) projects demonstrating past performance experience, please provide the following details:

- a. Name and location of the completed study, the year of commencement and of completion of the Impact Fee Study, and the name and telephone number for the government's contract manager for the study.
- b. The names of your firm's staff which were directly responsible for the Impact Fee Study, specifically, those working directly with the local government representatives.
- c. The names and telephone numbers of the persons representing the individual agencies which the identified key staff worked with to evaluate the impact fees and the technical support of each fee.
- d. The approximate number of meetings for each phase of the work; the number of meetings with the public; and the number of meetings with the governing body.
- e. Specify the number of days from commencement of the engagement to the date the final study was accepted by the government. State the calendar date of the final report.
- f. The name and telephone number of the contracting agency and local government official responsible for oversight of the Impact Fee Study.

SECTION 4- 20 POINTS - COST

Provide a detailed cost for providing the services listed herein. The City is prepared to pay a fixed fee to be paid upon the receipt and approval of the final report by the City. The stated fee shall include all costs associated with the performance of the services. There shall be no hidden costs associated with this request.

Full disclosure of nature and amount of all fees and charges is mandatory. The City shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing. The City reserves the right to accept any part or all of the proposer's fee schedule.

SECTION 5 – 20 POINTS- REFERENCES

List five (5) references that can comment on your firm's ability to complete an impact fee study. The references shall be contacted as part of the committee's decision Name and address

References	Name and address Telephone Number E-mail address
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SECTION 6 – 20 POINTS – PROJECT APPROACH

- Specify the firms approach to the proposed project
- Include a proposed project timeline
- Provide current and projected workload of the company

Include the forms that are in this document at the end of your submittal

Evaluation Criteria: The most important evaluation emphasis will be placed upon the experience and past performance of the firm. The evaluation criteria are as follows:

SECTION	Evaluation Criteria	Potential Points
1.	Introduction/Background	0
2.	Qualifications of Staff	20
3.	Past Performance/Experience	20
4.	Cost	20
5.	References	20
6.	Project Approach	20

Selection Process: City staff will review responses to this Request for Proposals that meet the enumerated requirements and are received prior to the closing date and time. Upon review of submittals, a shortlist of not less than three of the most qualified proposers will be designated. A recommended proposed contract will be submitted to the City Manager for approval.

Submittals will be evaluated based on the criteria described in this RFQ and any other criteria deemed relevant to serve the best interests of this project. A recommendation of none or one or more of the submittals will be made to the City Manager for full or partial funding. A proposer's past and current performance in providing impact fee study services may be considered in reviewing its proposal.

Risk Management Requirements:

A. Payment and Performance Bonds

[Not Applicable]

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 and their 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.

DISQUALIFICATION OF RESPONDENTS

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 response/bid on a contract to provide any goods or services to a public entity, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes. Attachment "B" must be completed, signed and included in the Respondent's proposal.

Conflict of Interest. Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

Prohibited Communication. Any form of communication, except to the Purchasing Manager, shall be prohibited regarding this particular Request for Proposals, between:

1. Any person or person's representative or any person on behalf of anyone seeking an award from such competitive solicitation; and
2. Any City Commissioner, Selection Committee member, City Manager, City Attorney, or any City employee not identified as a point of contact for this Request for Proposals.

The prohibited communication shall be in effect as of the date of release of this RFP. The provisions of this section shall terminate at the time the City awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

A violation of the prohibited communication section shall be cause for disqualification of the bid or proposal. The determination of a violation shall be made by the Selection Committee and communicated to the proposer.

EXAMINATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the City's Purchasing Manager in writing.

Public Records. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Upon request of the City's custodian of public records, provide the City 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 state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

- (d) 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 Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

(e) 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 (386) 878-8100, jraftery@deltonafl.gov, 2345 Providence Blvd., Deltona, Florida 32725.

ATTACHMENT

“A”

Addendum Acknowledgment

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>RFP#25017</p>	<p>Addendum # ____ through # ____</p> <p>Initial:</p> <p>Date:</p>
<p>Person Completing RFP (Signature)</p>	
<p>Name (Printed):</p>	<p>Title:</p>

>>>Failure to submit this form would have a negative impact on your evaluation score<<<

**ATTACHMENT
"B"
The City of Deltona**

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

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

1. This sworn statement is submitted with Bid, Proposal, or Contract No. _____ for

[print name of the public entity]

2. This sworn statement is submitted by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. Predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
 - c. Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling

interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

_____ There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

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

[Signature]

[Date]

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after

first _____ being sworn by me, affixed his/her
signature in the space [Name]

provided above on this day of _____, 20_____.

Notary Public

My commission expires _____

CITY OF DELTONA

FIRM INFORMATION FORM

The information below is required to complete your bid packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: Federal Tax ID Social Security Number

This Form Must Be Completed and Returned with your Submittal.

STATEMENT OF NO BID

Mary E. Perez, Purchasing Agent
Purchasing Division, Finance Department
City of Deltona
City Hall
2345 Providence Blvd.
Deltona, FL 32725
(386) 878-8570
meperetz@deltonafl.gov

We, the undersigned, have declined to bid on RFP _____ a Grant Writer for the following reason(s):

- ☐ We do not offer this service\product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified Respondents to the City of Deltona.

Company Name

Authorized Person's Signature

(Print or type name and title of signer)

Company Address

Telephone Number

Toll Free Number

FAX Number

Date

DRUG FREE WORKPLACE FORM

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or Contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 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 business complies fully with the above requirements.

(Authorized signature)

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF (_____) COUNTY OF (_____)

_____, being duly sworn, deposes and says that:

- (1) He/she is of _____ firm, Respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said Respondent nor any of its officers, partners, City's, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Respondent or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Respondent, firm or person to fix the price or prices in the attached solicitation or of any other Respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Deltona, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Respondent or any of its agents, representatives, City's, employees, or parties of interest, including affiant.

(Signed)

(Title)

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by

_____, who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)

Notary Public _____
(Commission Number)

INSURANCE REQUIREMENTS

The Contractor/Respondent agrees to provide and maintain at all times during the term of any agreement resulting from this RFP, or for such longer periods as may be required, without cost or expense to the City of Deltona, policies of insurance insuring the Contractor/Respondent against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following minimum insurance coverage:

Commercial General Liability – Shall have minimum limits of \$100,000 Per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or completed Operations, and a Contractual Liability Endorsement.

Workers Compensation – Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident.

Requirements for Contractors that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below: Incorporated or unincorporated Contractors with one or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The respondent shall either cover any sub-Contractors on its policy or require the sub-Contractors to conform to all requirements for insurance contained herein.**

Respondent agrees that City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers Compensation.