

UTILITIES COMMISSION  
City of New Smyrna Beach  
RFP#2-18  
**REQUEST FOR PROPOSAL**

The Utilities Commission, City of New Smyrna Beach, Florida (**COMMISSION**) is seeking proposals from qualified vendors for:

**Executive Search Consultant**

Notice is hereby given that sealed proposals will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until **2:30 P.M.** on **November 28<sup>th</sup>, 2017** at which time they will be publicly opened in the 3<sup>rd</sup> floor DeBerry Room.

<b>Submit</b>	Maureen Crossman, CPPB	<b>Mailing</b>	Post Office Box 100
<b>Proposals To:</b>	Materials Manager	<b>Address:</b>	New Smyrna Beach, FL
	Utilities Commission,		32170-0100
	City of New Smyrna Beach		
	(386) 424.3046 Voice		200 Canal Street
	(386) 424.2748 Fax	<b>Walk In</b>	New Smyrna Beach, FL
	MCROSSMAN@UCNSB.ORG	<b>Delivery:</b>	32168

**Proposers must indicate on the sealed envelope the following:**

- A. RFP Number**
- B. Hour and Date of Opening**
- C. Name of Proposer**

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City of New Smyrna Beach  
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**PROPOSAL SCHEDULE**

- DISTRIBUTION OF THE REQUEST FOR PROPOSAL: **October 20, 2017**
  
- DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.: **November 10, 2017**
  - E-MAIL TO [MCROSSMAN@UCNSB.ORG](mailto:MCROSSMAN@UCNSB.ORG)
  
- ADDENDUM PUBLISHED BY 5:00 P.M.: **November 15, 2017**
  
- PROPOSAL RETURN DEADLINE BY 2:30 P.M.: **November 28, 2017**
  - LOCATION: **RECEPTION**  
**UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FL.**  
**200 CANAL STREET**  
**NEW SMYRNA BEACH FL, 32168**

UTILITIES COMMISSION  
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**GENERAL TERMS AND CONDITIONS**

1. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your proposal, please follow these instructions. Proposals not in compliance with conditions specified herein are subject to rejection.
2. **SEALED PROPOSALS: AN ORIGINAL PROPOSAL AND 3 COPIES plus a USB Flash Drive** must be in the Finance Department by the date and time specified
  - a. Name and address of Proposer
  - b. RFP number
  - c. Date and time of RFP Opening
3. **COMMISSION:** The term **COMMISSION** used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.
4. **PROPOSER:** The term **PROPOSER** used herein refers to the dealer/manufacturer/vendor or business organization submitting a proposal to the **COMMISSION** in response to this solicitation.
5. **COLLUSION:** The **PROPOSER** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
6. **PRICE WARRANTY:** The **PROPOSER** warrants that the prices of the items set forth herein do not exceed the prices charged by the **PROPOSER** under a contract with the State of Florida.
7. **QUESTIONS REGARDING PROPOSAL:** **COMMISSION** has made every effort to provide prospective vendors with the information needed to appropriately respond to this RFP. **COMMISSION** realizes that some clarification, interpretation, or additional information may be required.

**Questions regarding any portion of this RFP shall be directed, in writing, to:**  
Utilities Commission, City of New Smyrna Beach  
Maureen Crossman, CPPB  
Materials Manager  
[mcrossman@ucnsb.org](mailto:mcrossman@ucnsb.org)  
or  
P.O. Box 100  
New Smyrna Beach, FL 32170-0100

All such requests must be received no later than 2:30 PM, Eastern Standard Time, **November 10, 2017**. Responses to all requests for more information will be included in any addenda and will be made available to all **PROPOSERS** on **November 15, 2017**.

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Requests for additional information received after the **November 10, 2017** deadline will not receive a response. Responses will **not** be made orally.

Any additional information pertaining to this RFP or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. **COMMISSION** will not be bound in any way by information so obtained, or by a PROPOSER's reliance thereon.

8. **INVOICES**: All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
9. **BID FORM**: A Bid Form is provided and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable**. It is incumbent upon each PROPOSER to ensure that they have received all addenda before submitting their PROPOSALS.
10. **PREPARATION OF PROPOSAL**: All information shall be entered in ink, typewritten or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The COMMISSION will not be responsible for errors or omissions made by proposer in determining proposal price (s). The proposal must contain a manual signature of an authorized representative of the agency proposing. In order to insure uniformity, proposals must be submitted on this Proposal Form and the attached pages.
11. **OBLIGATION OF PROPOSER**: By submitting a proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
12. **AMENDED OR WITHDRAWN PROPOSALS**: Proposals may be amended or withdrawn only by written notice prior to the PROPOSAL opening. Amendments will only be accepted in the form of a new PROPOSAL package. The proposer must pick up the original RFP package and submit an amended sealed proposal prior to the RFP's closing date and time. Amendments or withdrawals received after the RFP opening will not be effective, and the original RFP submitted will be considered.
13. **PUBLIC ENTITY CRIMES**: UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

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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. See attachment "A".

14. **CONSIDERATION OF PROPOSALS:** The **COMMISSION** reserves the right to award the contract to the Proposer(s) that the **COMMISSION** deems to offer the best overall proposal. The **COMMISSION** is therefore not bound to accept a proposal on the basis of lowest price. In addition, the **COMMISSION** at its sole discretion, reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the **COMMISSION** to do so. The **COMMISSION** also reserves the right to make multiple or split awards if it is deemed to be in the **COMMISSION'S** best interest. The **COMMISSION** shall not be responsible for any cost or expense incurred by the Proposer in preparing or submitting a proposal or any cost prior to the execution of a contract agreement.
15. **TIE PROPOSAL:** In the event of a tie proposal where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie proposals are between proposers, one of which is located in Volusia County and the other proposer is not, the recommended award shall be to the local proposer. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If **all** conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.
16. **SUBMITTING PROPOSALS:** Proposals shall be **addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.**
17. **NO PROPOSAL:** In the event a Request for Proposal is returned as a no bid, "**NO PROPOSAL**" shall be properly marked on the outside of the envelope with the RFP number.
18. **REJECTED PROPOSAL:** The **COMMISSION** reserves the right to reject proposals containing any additional OR EXCLUDED terms or conditions not specifically requested in the original conditions and specifications.
19. **AWARDS:** Awards shall be made as required for the best interest of the **COMMISSION**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

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20. **CHANGES:** **COMMISSION** may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance
21. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the **COMMISSION** who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
22. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any **COMMISSION** employee to participate directly or indirectly in a procurement contract when the **COMMISSION** employee knows that:
- (1) The **COMMISSION** employee or any member of the **COMMISSION** employee's immediate family has a financial interest in the procurement contract; or
  - (2) Any other person, business, or organization with whom the **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- A **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
23. **GRATUITIES AND KICKBACKS:**
- (1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any **COMMISSION** employee or former **COMMISSION** employee, or for any **COMMISSION** employee or former **COMMISSION** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity **COMMISSION** in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

24. **Indemnification for Tort Actions/Limitation of Liability**- The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission .

Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.



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**CERTIFICATION OF DRUG-FREE WORKPLACE FORM**

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a 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 violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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VENDOR SIGNATURE

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**PUBLIC ENTITY CRIMES FORM**  
**SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES**

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

1. This sworn statement is submitted Bid, Bid or Contract for **EXECUTIVE SEARCH SERVICES FOR THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH**
2. This sworn statement is submitted by \_\_\_\_\_  
[name of entity submitting sworn statement] whose business address is:  
\_\_\_\_\_ and (if applicable) its  
Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
If entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the entity named  
above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
(1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholder, 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 public crime in Florida during the preceding 36 months shall be considered an affiliate.

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**Public Entity Crimes Statement**  
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7. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

\_\_\_\_ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

\_\_\_\_ There has been a proceeding concerning the conviction 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. [Please 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 of the State of Florida, Division of Administrative Hearings. The final order entered by the 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.]

---

Date \_\_\_\_\_ Signature \_\_\_\_\_

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
[name of individual signing] who after first sworn by me affixed his/her signature in the space  
provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_ Personally known to me, or  
Produced Identification: \_\_\_\_\_

---

Notary Public \_\_\_\_\_ Print, Type or Notary Stamp \_\_\_\_\_ Type of I.D. \_\_\_\_\_

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**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

He/she is \_\_\_\_\_ of \_\_\_\_\_, **PROPOSER** that has submitted the attached **PROPOSAL**;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said **PROPOSER** nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other **PROPOSER**, firm or person, to fix the price or prices in the attached Bid or of any other **PROPOSER**, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other **PROPOSER**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **COMMISSION**.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the **PROPOSER** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Title

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

# Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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**VENDOR APPLICATION**

In addition to General conditions, your **PROPOSAL** may be disqualified if the following vendor information is not returned with your **PROPOSAL**.

Vendor is:

- (        ) Corporation
- (        ) Partnership
- (        ) Sole Proprietorship
- (        ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification  
Number or Social Security Number: \_\_\_\_\_

Do you collect Florida State Sales Tax? (        ) Yes (        ) No

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

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

Commodity or Service Supply: \_\_\_\_\_

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

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

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

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

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**QUESTIONNAIRE**

Additional space may be required. Please answer questions in the order presented. All questions must be answered or PROPOSER may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond?  
If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming COMMISSION as an Additional Insured?
4. Since January 1, 2011, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency?  
If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Has your company been disbarred by the Federal Government or any State Government?
9. How many employees does your company have?

Staff Employees: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

Contract Employees: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

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**REQUIRED DISCLOSURE**

At its sole discretion, the **COMMISSION** may reject any proposer the **COMMISSION** finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the **COMMISSION** to lack honesty, integrity, or moral responsibility. The discretion of the **COMMISSION** may be exercised based on the **COMMISSION'S** own investigation, public records, or any other reliable sources of information. By submitting a proposal, **PROPOSER** recognizes and accepts that the **COMMISSION** may reject the proposal based upon the exercise of its sole discretion and proposer waives any claim it might have for damages or other relief resulting from the rejection of its proposal based on these grounds.



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### 3 GENERAL INFORMATION

The Utilities Commission, City of New Smyrna Beach, Florida (UCNSB) hereby issues a Request for Proposals (RFP) for executive search consulting services (hereafter “Consultant”) to conduct a retained executive search for UCNSB’s next General Manager/CEO.

#### **Project Management and Reporting** *(This section does not pertain to the selection of the Consultant)*

UCNSB will appoint a Search Committee made up of representatives from UCNSB’s Commission. The Search Committee’s responsibilities include interviewing candidates recommended by the Consultant, and recommending a candidate to fill the pending vacancy in the General Manager/CEO position. Final approval of a new General Manager/CEO will be the decision of UCNSB’s Commission.

UCNSB’s Executive Sponsor will be UCNSB’s current General Manager/CEO. The Executive Sponsor reports to the Search Committee. The Executive Sponsor will make UCNSB resources available to the Consultant and coordinate the Consultant’s work products at major milestones before delivery to the Search Committee.

UCNSB’s Project Manager will be UCNSB’s Human Resources Manager. The Project Manager reports to the Executive Sponsor. The Project Manager is the sole point of contact for the Consultant during the engagement. The Project Manager will support the Consultant’s day-to-day efforts by answering questions, responding to information requests, and providing input on work products.

### 4 SCOPE OF SERVICES

UCNSB intends to retain the services of an executive search firm with proven expertise in the electric, water, and wastewater utility industry and public sector recruitment (or equivalent), a demonstrated national reach in appropriate candidate networks, a demonstrated ability to successfully place candidates in positions similar to UCNSB’s General Manager/CEO, and a reputation for professional integrity in the representation of its clients’ unique organizational culture.

#### **Requirements**

The selected consultant will perform, at a minimum, the following services:

**Recruiting:** Source and develop candidates, conduct initial candidate screening, and communicate regularly with the Project Manager regarding progress.

**Interviewing:** Identify high-potential candidates, provide candidate profiles to the Project Manager, plan candidate interviews, design interview questions, and through the Project Manager, prepare the Search Committee for interviews, execute the interview process, check references, and assist the Search Committee in the assessment process.

**Selecting:** Work with the Search Committee, Executive Sponsor, and Project Manager to select a recommended candidate, assist in developing an appropriate compensation package, assist in the negotiation process, consult on an announcement and transition strategy, seek final approval

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from UCNSB's Commission, notify other candidates, and assist with an onboarding process for the new General Manager/CEO.

#### 4.3 SPECIFIC ITEMS TO BE ADDRESSED IN YOUR PROPOSAL RESPONSE

The following items must be clearly addressed in the proposal response:

1. Executive Summary: An executive summary for the proposal highlighting the Consultant's qualifications, relevant work experience, proposed approach to the delivery of services, and summary cost information.
2. Firm's Qualifications: A description of the Consultant's specific qualifications and relevant experience related to the Scope of Services (Section 4). Include information about relevant project experience, particularly relevant experience for electric, water, and wastewater utilities, and client names, where possible.
3. Project Team's Qualifications: A description of the qualification and experience of the Consultant's assigned project leader and other key personnel assigned to the project, including any third-parties that will work with the Consultant or any services that will be outsourced.
4. Approach to Services: A description of the services to be provided that is sufficient to demonstrate the Consultant's understanding of the requested Scope of Services (Section 4) and to explain the Consultant's proposed approach to accomplish the scope.
5. Schedule: A project schedule for all work described in the Scope of Services (Section 4), including key schedule steps and milestones.
6. Cost: A description of the cost for providing the Scope of Services (Section 4). Include a description of the Consultant's billing practices and payment terms.
7. Insurance: Proof of the Consultant's liability insurance.
8. Contract: Attachment A to this RFP is UCNSB's proposed contract for services. Respondents should identify exceptions to UCNSB's standard terms and conditions. UCNSB, at its sole discretion, shall determine whether any exceptions made by a Respondent are material exceptions that render the Respondent's proposal unresponsive and subject to rejection.

Proposals submitted in response to this RFP may provide recommended changes to the Scope of Services (Section 4) or other suggestions. However, the Consultant should provide a response to this RFP fully in compliance with the Scope of Services, including a cost of the Scope of Services described herein. Other suggestions should be clearly identified as optional services and clearly specify the costs of each additional service. UCNSB may or may not, at its sole discretion, accept any suggestions.

Proposals submitted in response to this RFP must remain valid for 180 days.

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**THE TERM OF THIS CONTRACT IS ONE YEAR. THE UTILITIES COMMISSION RESERVES THE RIGHT TO EXTEND THIS CONTRACT FOR UP TO THREE ADDITIONAL ONE YEAR PERIODS UPON MUTUAL AGREEMENT IN WRITING.**

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**PROPOSER NAME:** \_\_\_\_\_

**PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION FACTORS**  
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Proposals shall include all of the information as listed below, and any additional information that the **PROPOSER** deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized for evaluation in tabbed sections. Submittals must be clear, concise, typed on letter size paper and individually bound. Submittals should contain no more than (30), double sided, single spaced pages, at least #10 fonts. Longer submittals may be discarded. The **PROPOSER** should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Failure to supply all of the information requested shall result in the proposal being excluded from consideration. The **COMMISSION** reserves the right to request information or clarification from **PROPOSERS** following the bid opening if omissions are deemed curable.

**COMMISSION WILL CONSIDER THE FOLLOWING WEIGHTED FACTORS IN THE EVALUATION OF THE PROPOSALS RECEIVED.**

**EVALUATION FACTOR # 1:      QUALIFICATIONS                      MAXIMUM POINTS OF 25**

- Consulting firm and personnel qualifications
- Relevant work experience of the Consultant

**EVALUATION FACTOR # 2:      APPROACH    MAXIMUM POINTS 25**

- Understanding of the project
- Approach to delivery of services
- Quality of the Consultant’s written proposal and potential interview

**EVALUATION FACTOR # 3:      PROJECT PLAN/SCHEDULE      MAXIMUM POINTS 25**

- Proposed project plan and schedule

**EVALUATION FACTOR # 4:      PRICE    MAXIMUM POINTS 20**

- Price

**EVALUATION FACTOR #5:      COMPLETED FORMS    MAXIMUM POINTS 5**

- Forms complete and attached within the proposal
  - Certification of Drug-Free Workplace

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- Public Entity Crimes
- Non-collusion Affidavit
- Request for Taxpayer Identification Number and Certification W-9 Form
- Vendor Application
- Questionnaire
- Required Disclosure
- Addenda Acknowledgement
- Include a copy of your current Occupational License from an authorizing government agency

For EXECUTIVE SEARCH CONSULTANT SERVICES, the total **MAXIMUM POINTS** for evaluation by Committee is **100**.

UCNSB intends to select one Consultant to perform the services. In doing so, UCNSB will rank the top three responding Consultants. Beginning with the first ranked Consultant, UCNSB will undertake to negotiate with that Consultant a contract for a scope of services at a level of compensation that UCNSB determines, in its sole discretion, is fair, competitive and reasonable. If UCNSB cannot reach a mutually acceptable agreement with the top-ranked Consultant, UCNSB will commence negotiation with the second ranked Consultant and so on until, at UCNSB's discretion, a contract is executed.

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**PROPOSAL FORM**

**PROPOSERS NAME:** \_\_\_\_\_

The undersigned hereby declares that the following list states any and all variations from, and exceptions to, the requirements of the scope of work.

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

These Prices are valid for orders placed within **180** days from date of award.

Submitted By:

Company \_\_\_\_\_

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_

Telephone No. \_\_\_\_\_ e-mail \_\_\_\_\_

**The COMMISSION reserves the right to award the contract to the PROPOSER(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION'S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the PROPOSER in preparing or submitting a bid or any cost prior to the execution of a contract agreement.**

As representative for the PROPOSER, I have read and understand this statement.

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_

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**SCHEDULE A**

The Utilities Commission, City of New Smyrna Beach, Florida (UCNSB) hereby enters into a Consulting Services Agreement for executive search consulting services (hereafter “Consultant”) to conduct a retained executive search for UCNSB’s next General Manager/CEO.

**PROJECT MANAGEMENT AND REPORTING**

UCNSB will appoint a Search Committee made up of representatives from UCNSB’s Commission. The Search Committee’s responsibilities include interviewing candidates recommended by the Consultant, and recommending a candidate to fill the pending vacancy in the General Manager/CEO position. Final approval of a new General Manager/CEO will be the decision of UCNSB’s Commission.

UCNSB’s Executive Sponsor will be UCNSB’s current General Manager/CEO. The Executive Sponsor reports to the Search Committee. The Executive Sponsor will make UCNSB resources available to the Consultant and coordinate the Consultant’s work products at major milestones before delivery to the Search Committee.

UCNSB’s Project Manager will be UCNSB’s Human Resources Manager. The Project Manager reports to the Executive Sponsor. The Project Manager is the sole point of contact for the Consultant during the engagement. The Project Manager will support the Consultant’s day-to-day efforts by answering questions, responding to information requests, and providing input on work products.

The Consultant shall not interact directly with the Search Committee without the Executive Sponsor and/or Project Manager’s involvement. Such interaction must comply with state law regarding the meeting of a public body.

The Search Committee shall not interact directly with the Consultant without the Executive Sponsor and/or Project Manager’s involvement. Such interaction must comply with state law regarding the meeting of a public body.

**SERVICE REQUIREMENTS**

Consultant will perform, at a minimum, the following services:

**Recruiting:** Source and develop candidates, conduct initial candidate screening, and communicate regularly with the Project Manager regarding progress.

**Interviewing:** Identify high-potential candidates, provide candidate profiles to the Project Manager, plan candidate interviews, design interview questions, and through the Project Manager, prepare the Search Committee for interviews, execute the interview process, check references, and assist the Search Committee in the assessment process.

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**Selecting:** Work with the Search Committee, Executive Sponsor, and Project Manager to select a recommended candidate, assist in developing an appropriate compensation package, assist in the negotiation process, consult on an announcement and transition strategy, seek final approval from UCNSB's Commission, notify other candidates, and assist with an onboarding process for the new General Manager/CEO.

COMPENSATION AND PAYMENT

UCNSB and Consultant have agreed to the following compensation and payment method:

[ENTER NEGOTIATED FEES AND PAYMENT METHODS]

UCNSB shall pay Consultant for services furnished under this agreement and as described within this Schedule A upon submission of invoice(s). No minimum amount of work or amount payable is guaranteed under this agreement. Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from UCNSB.

UCNSB shall make payment for completed services within thirty (30) days after receipt of invoice



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**Utilities Commission, City of New Smyrna Beach, Florida  
Consulting Services Agreement**

This Consulting Services Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2017, and is by and between the Utilities Commission, City of New Smyrna Beach, Florida a governmental agency organized and existing pursuant to Florida law, with its main office located at 200 Canal Street, New Smyrna Beach, Florida 32168, (“UCNSB”) and [CONSULTANT], with its principle place of business located at [ADDRESS], (“Consultant”).

Consultant is a company offering expert advice, guidance, and consulting in various areas. UCNSB desires for Consultant to perform the consulting services described in this agreement and Schedule A. Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

**SECTION I.  
SCOPE OF SERVICES**

Consultant shall provide consulting services (the “Services”) to UCNSB as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of UCNSB.

**SECTION II.  
TERM & TERMINATION**

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect until the Services hereunder have been completed or this agreement is terminated by either party upon (10) days written notice.

UCNSB shall pay Consultant for any Services that were completed by Consultant prior to the termination of this agreement. Upon such termination, Consultant shall submit to UCNSB a final invoice in a manner that is sufficient for UCNSB to verify the Services performed by Consultant prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by Consultant after the termination date unless Consultant is expressly requested in writing to perform such work by UCNSB.

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**SECTION III.  
COMPENSATION AND PAYMENT**

UCNSB shall pay Consultant for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. No minimum amount of work or amount payable is guaranteed under this agreement. Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from UCNSB.

UCNSB shall make payment for completed Services within thirty (30) days after receipt of an invoice.

**SECTION IV.  
INDEPENDENT CONTRACTOR STATUS**

It is understood and agreed that Consultant is an independent contractor, is not an agent or employee of UCNSB, and is not authorized to act on behalf of UCNSB. Consultant agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of UCNSB. Consultant will not be eligible for any employee benefits, nor will UCNSB make deductions from any amounts payable to Consultant for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for UCNSB.

**SECTION V.  
STANDARD OF CARE**

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Consultant represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

**SECTION VI.  
CONFIDENTIALITY**

- a) For purposes of this Section 6, “**Confidential Information**” means the confidential and proprietary information of a party, and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”).

Tangible items of Confidential Information may be marked “CONFIDENTIAL” or “PROPRIETARY” or “CONFIDENTIAL AND PROPRIETARY” by either party, except

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that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

- b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for CONSULTANT is limited to its rendering of the Services to or for UCNSB. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party.

CONSULTANT, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than UCNSB and for any matter other than in performance of the Services contemplated hereunder.

- c) Notwithstanding any other provision of this contact, UCNSB as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for UCNSB, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that UCNSB as the Receiving Party is requested or required to disclose any Confidential Information, UCNSB shall promptly notify CONSULTANT of the request or requirement prior to disclosure, if reasonably possible, so that CONSULTANT may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon UCNSB as the Receiving Party shall be borne and paid in full by CONSULTANT. With respect to any disclosure made by UCNSB as the Receiving Party pursuant to this Section 6, UCNSB shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.
- d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third

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party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

**SECTION VII.  
INSURANCE**

The CONSULTANT shall maintain in effect, to the extent that such insurance is available at reasonable cost, employer's liability, professional liability, comprehensive general liability (bodily injury and property damage) and comprehensive automobile liability (bodily injury and property damage) insurance with respect to employees and vehicles of the CONSULTANT assigned to the prosecution of the work under this Agreement in a maximum amount not less than \$1,000,000 per occurrence and statutory worker's compensation protection.

**SECTION VIII.  
INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant, its heirs, successors and assigns shall indemnify and hold harmless UCNSB, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Consultant during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by UCNSB arising from the negligence of Consultant while performing work under this Agreement.

Nevertheless, it is understood that the Consultant is providing his opinion and advice as a service to UCNSB. It is recognized that Consultant is not an "authorized agent" of UCNSB and that at no time may the Consultant commit UCNSB or any of its affiliates to any commercial transaction without written direction to do so. Further, UCNSB at its own and sole discretion may choose or not choose to implement or transact with other third parties based upon the Consultant's recommendation or advice. Notwithstanding other provisions of the Agreement, neither party shall be responsible to the other for any lost profits or consequential damages or special damages incurred by either party or any third party as result of performance of the Services under the terms of this Agreement.

The liability of the Consultant is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

**SECTION IX.  
GENERAL TERMS AND CONDITIONS**

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- a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken and all other terms and provisions shall remain in full force and effect.
- d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Volusia County, Florida. In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution, and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH

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

CONSULTANT

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