



CITY OF
ST. AUGUSTINETM
EST. 1565

City of St. Augustine, FL

26020

PLAN REVIEW AND/OR INSPECTION SERVICES

RELEASE DATE: June 23, 2026

RESPONSE DEADLINE: July 16, 2026, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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A - DRAFT General Agreement

1. INTRODUCTION

1.1. INTRODUCTION

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by Thursday, July 16, 2026. Further information is available through [OpenGov](#), the [City's website](#), or by contacting the City of St. Augustine's Procurement Contact, Sharon Whitener at swhitener@citystaug.com or (904) 209-4305.

Plan Review and/or Inspection Services

Request for Proposals Number 26020

In an effort to maintain good services and be responsive to its citizens, the City's Planning and Building Department desires to secure the services of a qualified firm to perform, when requested, plan review for residential and commercial building applications, and inspection services (building, plumbing, electrical, site and mechanical HVAC) for structures in which permits have been issued by the City. Plans examiner and inspection services shall be conducted under the City's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

Request for Proposals Opening: Thursday, July 16, 2026, 2:00 pm

Please refer to the [TIMELINE](#) for location and/or teleconference information.

The City may award contracts to *multiple* respondents.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Sharon Whitener, Telephone: (904) 209-4305, or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

1.2. PROCUREMENT CONTACT

Sharon Whitener

(904) 209-4305

swhitener@citystaug.com

The City prefers ALL inquiries related to this solicitation to be submitted through the Question and Answer section of the Project through the Procurement Portal, no later than 5:00 pm on Wednesday, July 8, 2026.

City adopts a restriction on communications, a/k/a Cone of Silence, for all formal solicitations. This prohibits communication by potential vendors, vendors and vendor representatives, City employees, officials and any potential evaluation/selection committee participants specific to the solicitation. To ensure the integrity of the

evaluation process, Evaluation Committee members are not permitted to have any form of communication with any potential vendors, vendors, and vendor representatives regarding the solicitation. Any inquiry should be directed to the Procurement Contact. Cone of Silence is terminated at the time the City issues a Notice of Intended Decision or all Responses are rejected.

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

1.3. TIMELINE

Release Project Date:	June 23, 2026
Question Submission Deadline:	July 8, 2026, 5:00pm
Question Response Deadline:	July 10, 2026, 5:00pm
Response Submission Deadline:	<p>July 16, 2026, 2:00pm</p> <p>Physical Location: City of St. Augustine 75 King Street Lobby D, 4th Floor St. Augustine, FL 32084</p> <p>Teleconference Location: Join: https://teams.microsoft.com/meet/285377393420901?p=emmdWZjfX7qnxNQIF3 Meeting ID: 285 377 393 420 901 Passcode: eP3Px2Eb</p>
Evaluation Team Meeting:	July 30, 2026, 10:00am
Evaluation Team Meeting - Oral Presentations or Negotiations:	August 5, 2026, 10:00am
Evaluation Team Meeting - Negotiations:	August 12, 2026, 10:00am

1.4. SCOPE OF WORK

1.4.1. *Scope of Work*

This Scope of Work for this solicitation is to perform building code plan reviews and building code inspection on an on-call basis.

A contract may be awarded for a period up to three (3) years, with the option of renewing the contract for up to two (2) additional three (3) year terms. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions, and pricing. Price adjustments may be considered in October and shall be based on the percentage change in the Consumer Price Index for the period May of each prior year respectively, as published by the United States Department of Labor.

Contract renewal shall be based on satisfactory performance, mutual acceptance and determination that the contract is in the best interest of the City. Any renewal will be subject to appropriation of funds by the City Commission.

STAFFING:

The normal workload is expected to require the equivalent of at least one (1) full-time Building Inspector, for the term of the contract. In addition to the anticipated normal workload, additional inspection services may be required for inspections which exceed the ability of current staff to complete. Plans examiner services are required on an as-needed basis for plan reviews exceeding the ability of current staff to complete.

RESPONSIBILITIES:

- A. Personnel shall maintain their Plans Examiner's and Inspector's Certification with the State of Florida, to continually provide their best efforts to efficiently and effectively perform duties and responsibilities as assigned in a proper and professional manner, to uphold the City and Department regulations and policies, and to abide by ethical standards of conduct appropriate to their position.
- B. Plan review and inspection services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, electrical and site, as well as providing all administrative documentation as required by the City
 - 1. Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.
 - 2. Enter results and reports of plan reviews and inspections and investigations of complaints and other reports as may be reasonably requested by the City into the City's Permitting database. City plan review and inspection procedures must be used.
 - 3. Maintain records of plan reviews, inspections and investigations. Log daily plan reviews and inspections results in the Planning & Building database.
 - 4. Review plans for code compliance.
 - 5. Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.
 - 6. Perform other duties that are related to or incidental to Plans Examiner's or Inspector's primary duties as herein described and that the City may from time-to-time assign.
 - 7. Perform these duties during normal business hours of 8:00 AM to 5:00 PM. Monday through Friday, or as may be altered with mutual agreement.
 - 8. Report to the City's Building Official.
- C. Plan review and Inspection services shall be provided.

- D. All Personnel shall have the ability to enter, exit and drive a motor vehicle; make clear visual observations; hear alarms on construction sites and on equipment; climb stairs and ladders and use scaffolding; walk a construction site, on roofs, on steel rebar rods, and over construction materials; step in and out of trenches, and crawl through small spaces.

OPTIONAL RESPONSIBILITIES:

Commercial Inspection and Plan Review services shall include, but not be limited to, general building, mechanical (HVAC), plumbing, structural, electrical and site, as well as providing all administrative documentation as required by the City.

EQUIPMENT:

- A. All Inspectors shall be required to provide the following items at their own cost:
 - 1. An inspection vehicle in good operating condition, subject to approval by the City, capable of transporting one ladder.
 - 2. Cellular telephone.
 - 3. Appropriate clothing.
 - 4. Safety shoes, hard hats, and other safety related equipment.
 - 5. Computer.
- B. All Plans Examiners shall be required to provide the following items at their own cost:
 - 1. Cellular telephone.
 - 2. Computer capable of viewing pdf files for conducting electronic plan reviews.

2. EVALUATION AND AWARD

2.1. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (GENERAL AND SIMILAR PROJECTS) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Response may be considered non-responsive.

1) Respondent must have successfully completed/performed at least two (2) projects of a similar nature in the past five (5) years for a government agency.

2) Plans Examiners must be certified by the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for all disciplines the plan examiner will review.

3) Inspectors must be certified by the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for all disciplines the inspector will be responsible for monitoring.

4) Respondent shall include a copy of the map location directions of the Respondent’s Management office to City Hall, i.e. map quest, google maps or similar application.

Respondents are encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any Response if the evidence submitted by such Respondent and/or the City’s independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

2.2. EVALUATION AND AWARD PROCEDURES

- A. Proposals will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in “EVALUATION CRITERIA.” The committee members will meet at City Hall or other location as appropriate to discuss the Proposals and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting. If it is determined that it will assist the committee’s evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at City Hall other location as appropriate OR via teleconference or video conference. Following the evaluation process, contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.

- B. All Respondents will be notified in writing of the committee’s intended recommendation to the City Manager regarding award of the Agreement. Alternatively, the committee may elect to submit the final ranking to the City Manager for approval prior to commencement of negotiations and, upon approval of the ranking of Proposals, commence negotiations and execute an agreement without further action by the City Manager. All Respondents will then be notified in writing of the committee’s intended award of the Agreement.
- C. The Agreement may be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the City (the “Successful Respondent”). The Agreement may be modified based on the City’s acceptance of any alternatives listed in the Proposal that the City deems in its best interest. The City also reserves the right to award the contract to the Respondent whose proposal is deemed by the City to most advance the public interest.
- D. The Agreement may be awarded to multiple responsive, responsible Respondents, having the highest ranked Proposal, which successfully concludes negotiations with the City (the “Successful Respondent”). The Agreement may be modified based on the City’s acceptance of any alternatives listed in the Proposal that the City deems in its best interest.
- E. If two (2) or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace; or (2) by lot.
- F. The City reserves the right to award the Agreement to the next highest ranked and available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within ninety (90) days of the effective date.
- G. All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a protest under Section 120.57(3), F.S., the time period will commence as provided in “NOTICES AND SERVICES THEREOF.”

2.3. EVALUATION CRITERIA

Responses shall include information or documentation regarding, and will be evaluated using the evaluation criteria set forth below. The evaluation rating scale is as follows:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Qualifications and ability of professional personnel <p>A. Special expertise of personnel.</p> <p>B. Organizational setup, names and functions of all key personnel for this project. Key personnel must be committed to this project for its duration.</p> <p>C. Provide certifications of key personnel provided above.</p>	0-10 Points	30 (30% of Total)
2.	Company/firm (including Subconsultants/Subcontractors) qualifications and capabilities to conduct work. <p>A. Knowledge of subject.</p> <p>B. Understanding of problems, objectives and work.</p> <p>C. Past performance of the firm in general and proposed key project personnel on performance of contracts of this type. Not limited to past work with the Cit</p>	0-10 Points	30 (30% of Total)
3.	Past and/or present experience on projects of this type <p>A. Provide a list of two (2) projects, for which your firm has provided, or is providing, services which are similar in nature and scope to the type of services required for this project in the past five (5) years for a government agency.</p> <p>B. For each of the above two (2) listed projects, provide the following information: Type of services provided, owner's contact person, cost, telephone number and email address.</p>	0-10 Points	10 (10% of Total)

4.	<p>Location of Respondent's Management Office/Project Manager to City Hall</p> <p>Location of managing firm/project manager relative to City Hall — higher consideration will be given to firms whose Managing Firm/Project Manager is located nearest to City Hall . The website maps.google.com (using the "Shortest" route type) should be utilized to determine mileage. The City will award points as follows:</p> <p style="padding-left: 40px;">> 0 but ≤ 100 miles of the project area = 10 points</p> <p style="padding-left: 40px;">> 100 but ≤ 200 miles from of the project area = 7 points</p> <p style="padding-left: 40px;">> 200 but ≤ 300 miles from of the project area = 4 points</p> <p style="padding-left: 40px;">> 300 miles from of the project area = 0 points</p>	0-10 Points	10 (10% of Total)
5.	<p>Cost Effectiveness</p> <p>The Cost Effectiveness score will be based on a maximum of 10 points, distributed evenly across the total number of qualified responses.</p> <ul style="list-style-type: none"> ● The point spread is determined by dividing 10 by the number of qualified responses. Scores will be rounded to two (2) decimal places. <ul style="list-style-type: none"> ○ <i>Example:</i> If four (4) qualified responses are received, the spread is 2.5 points. The Respondent with the lowest total cost will receive 10 points; the next lowest will receive 7.5 points; the following will receive 5.0 points; and so on. ● The Respondent with the highest total cost will always receive a score of 0. 	0-10 Points	20 (20% of Total)

3. SUBMITTAL INSTRUCTIONS AND FORMAT

3.1. SUBMITTAL OF RESPONSES

The City prefers ALL Responses be submitted through the Procurement Portal no later than 2:00 pm on Thursday, July 16, 2026.

3.2. PREPARATION AND ORGANIZATION OF RESPONSE DOCUMENTS

Respondents must submit all requirements through the [VENDOR SUBMISSIONS](#).

Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.

In the event you decline to submit a Response, the City would appreciate submittal of a "No Bid" through the Procurement Portal to describe the reason for not submitting a Response. **BY SUBMITTING A RESPONSE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL RESPONSE HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE RESPONSE. A DRAFT STANDARD CONTRACT, INCLUDING ALL OPTIONAL ARTICLES, IS PROVIDED IN THE ATTACHMENTS. THE CONTRACT WILL BE REFINED PRIOR TO AWARD.**

3.3. GUARANTY

For the purposes of this solicitation, a Letter of Interest guaranty is not is not required.

3.4. VENDOR SUBMISSIONS

1. *RESPONDENT CONFIRMATION**

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Solicitation as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Solicitation Response or in the Agreement to be entered into; that this Response is made without connection with any other person, company, or parties submitting a Solicitation Response; and that this Response is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Solicitation opening,

as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Response is accepted and an Agreement negotiated, if applicable, with the City, Respondent shall contract with the City in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

☐ Please confirm

*Response required

2. *Do you intend to use Subconsultants/Subcontractors on this project? **

☐ Yes

☐ No

*Response required

When equals "Yes"

2.1. *Proposed Subcontractors / Subconsultants**

Please provide the following for each Subcontractors / Subconsultants (Excluding Debris Removal Services) :

A. Name

B. Address

C. Description of Work

*Response required

3. *Certificate As To Corporation**

Please download the below documents, complete, and upload.

- [Certificate As To Corporati...](#)

*Response required

4. *Qualifications - General**

Please download the below documents, complete, and upload.

- [QUALIFICATIONS - GENERAL.pdf](#)

*Response required

5. *Upload Resumes**

Please upload resumes of personnel.

*Response required

6. *Qualifications - Similar Projects**

Please download the below documents, complete, and upload.

- [QUALIFICATIONS - Similar Pr...](#)

*Response required

7. *Drug-Free Workplace**

The Respondent in accordance with Section 287.087, F.S., hereby certifies that Respondent satisfies the following requirements:

- A. Publishes 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.
- B. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the 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, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
- C. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.
- D. Informs 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
- E. Imposes a sanction on, or requires 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.
- F. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

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

☐ Please confirm

*Response required

8. *Affidavit of Non-Collusion**

- A. I am the owner or duly authorized officer, representative, or agent of the Respondent that has submitted the Solicitation Response.
- B. The attached Solicitation Response is genuine. It is not a collusive or sham Solicitation Response.

- C. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Solicitation Response.
- D. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Solicitation Response in connection with the Agreement for which the attached Solicitation 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, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached Solicitation Response of any other Respondent, or to fix any overhead, profit, or cost element of the Solicitation Response prices or the Letter of Interest price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any other person interested in the proposed Agreement.
- E. No official or other officer or employee of the City, whose salary or compensation is payable in whole or in part by the City, is directly or indirectly interested in this Solicitation Response, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

Please indicate yes to confirm or no to not confirm.

- ☐ Yes
☐ No

*Response required

When equals "Yes"

8.1. *Owner or duly authorized officer, representative, or agent of Respondent**

Please supply the full name and title of the owner or duly authorized officer, representative, or agent completing the Solicitation Response as evidenced in SunBiz.

*Response required

9. *Upload Plan Examiner Certifications**

Plans Examiners must be certified by the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for all disciplines the plan examiner will review.

*Response required

10. *Upload Inspector Certifications**

Inspectors must be certified by the State of Florida Department of Business and Professional Regulation as regulated by Florida Statute 468, Part XII for all disciplines the inspector will be responsible for monitoring.

*Response required

11. Upload Map of Respondent's Office Location to City Hall.*

Respondent shall include a copy of the map location directions of the Respondent's Management office to City Hall, i.e. map quest, google maps or similar application.

*Response required

3.5. COST SCHEDULE

COST SCHEDULE

The Total Proposal Cost will be the sum of Line Items #1, #2 and #3. This total cost will be used to score in the Cost Effectiveness in the evaluation criteria.

Line Item	Description	Quantity	Unit of Measure	Hourly Rate	Total
1	Residential Plan Review	1	Hourly		
2	Commerical Plan Review	1	Hourly		
3	Field Code Complainece Inspection	1	Hourly		
4	Mileage for Field Code Compliance Inspection will be reimbursed based on the Federal Standard Mileage Rates set by the Internal Revenue Service	0	n/a		
TOTAL					

4. GENERAL TERMS AND CONDITIONS

4.1. INSTRUCTIONS TO RESPONDENTS

4.1.1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (“Agreement”) in [ATTACHMENTS](#). The Agreement includes these Instructions to Respondents, any addenda published by the City, the response submitted by Respondent, and all required certifications and affidavits.

4.1.2. OPENING OF THE RESPONSES

Respondents or their authorized agents are invited to attend the opening and reading of the Responses. See [TIMELINE](#) for event details.

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed responses from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the Response opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the Responses.

Unless otherwise exempt, Respondent’s submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Letter of Interest is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S, Respondent must clearly identify any such material as “CONFIDENTIAL TRADE SECRET” in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

4.1.3. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation through the Procurement Portal. The Procurement Portal may also be accessed through the City’s website at www.citystaug.com.

Notices that are posted through the Procurement Portal are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to Section 120.57(3), F.S., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

4.1.4. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the

interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the Response in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received Wednesday, July 8, 2026 by 5:00 pm. Requests may be submitted through the Procurement Portal. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted through the Procurement Portal not later Friday, July 10, 2026 by 5:00 pm.

Submission of a Response constitutes acknowledgment of receipt of all addenda. Responses will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Response, as submitted. All addenda become part of the Agreement.

4.1.5. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent (10%) of the Total Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its Response a list of all known subcontractors / subconsultants who will be paid more than ten percent (10%) of the Total Cost. Acceptance of the Response does not constitute approval of the subcontractors identified with the proposal.

4.1.6. FRANCHISE HAULERS

Per city ordinance all debris removal must utilize franchised haulers. Respondent must clearly identify the name of the City of St. Augustine franchised hauler for debris removal for this project.

4.1.7. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a response must sign his/her name on same and state his/her address and the name and address of every other person interested in the response as principal. If a firm or partnership submits the response, state the name and address of each member of the firm or partnership. If a corporation submits the response, an authorized officer or agent must sign the response, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the response or in substantial performance of the Work have been identified in the response forms.

4.1.8. LOCAL BUSINESS PURCHASING

A. Policy Statement

1. The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

B. Definitions

1. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.
2. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.
3. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.
4. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to solicitation submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to solicitation submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to solicitation submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to solicitation submission.
5. *Principal place of business* means the “nerve center,” the place where the respondent’s corporate officers direct, control and coordinate the activities of the bidder. If the respondent operates only one (1) business location, such business location shall be considered its Principal Place of Business.
6. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. “Professional services,” for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

C. Local Preference Procedure

1. Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City's procurement policy shall give preference to local businesses in the following manner:
 - a. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed \$250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:
 - i. Request for Bids:
 - I. If the low responsive and responsible bidder is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.
 - II. The award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.
 - III. All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.
 - ii. Request for Proposals:
 - I. If the highest ranked, responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked Respondent shall have an opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.
 - II. The award, if any, shall be made to the responsive and responsible Respondent receiving the highest ranking.
 - III. All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.
 - b. Ties in the best and final bid or proposal shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

D. Waiver

1. The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

E. Other Preferences

1. The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting responses. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

F. Exemption of Certain Contracts

1. Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

4.1.9. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Response:

- A. Submission of more than one Response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- B. Evidence of collusion among Respondents;
- C. Submission of materially false information with the Response;
- D. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- E. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- F. Respondent is failing to adequately perform on any existing contract with the City;
- G. Respondent has defaulted on a previous contract with the City;
- H. The evidence submitted by Respondent, or the City's investigation of Respondent, fails to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified;

- I. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

4.1.10. REJECTION OF RESPONSE

Responses must be delivered to the specified location and received before the response opening in order to be considered. Untimely responses will be returned to the Respondent unopened. Responses will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The City may consider incomplete any responses not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Response.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND CANCEL THIS SOLICITATION WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

4.1.11. WITHDRAWAL OF RESPONSE

Respondent may withdraw its response if it submits such a written request to the City prior to the designated date and hour of response opening. Respondent may be permitted to withdraw its response no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

4.1.12. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 69, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The City reserves the right to accept or reject Responses, waive minor formalities, and to award the Response that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

4.1.13. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subconsultants/Subcontractors, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

4.1.14. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this Solicitation is intended to remain tangible personal property and not become part of a public work owned by the City.

4.1.15. PROTEST PROCEDURES

A. Who May File A Protest:

1. Any actual or prospective respondent who is aggrieved in connection with a solicitation, award of a solicitation or contract may file a protest with the Director of General Services. Protests relating to cancellation of solicitations and protests relating to the rejection of all responses are not permitted.

B. Time for Filing:

1. If a protest is submitted by a prospective or actual respondent, it must be filed within three (3) business days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the solicitation award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

1. A protest must be in writing and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

1. Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
2. No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

3. Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
4. No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

4.1.16. EXAMINATION OF AGREEMENT, DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the contract documents (including attachments related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Response. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

4.2. EXECUTION OF AGREEMENT

Submittal of a response binds the Successful Respondent to perform the Work upon acceptance of the response and execution of the Agreement by the City.

Unless all responses are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

- A. A completed Internal Revenue Service Form W-9;
- B. Satisfactory evidence of all required insurance coverage;
- C. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent;

D. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the above documents have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be emailed to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for the recommended award to be annulled. In such event, the City will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.