

# REQUEST FOR PROPOSAL (RFP)



**Subject: Update Rate Study for Stormwater**

RFP #:23-01

Due Date/Time: **December 13, 2022, 3:00 p.m. Eastern Time**

Submit To: City Clerk  
City of Belle Isle  
1600 Nela Ave  
Belle Isle, FL 32809

**CITY OF BELLE ISLE REQUEST  
FOR PROPOSAL FOR  
RATE STUDY FOR WATER, SEWER AND STORMWATER**

**CALENDAR OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

<b>ACTION</b>	<b>COMPLETION DATE</b>
Issue RFP	November 16, 2022
Deadline for Questions	November 30, 2022
Response to Questions	December 5, 2022
<b>Deadline for Submitting Proposals</b>	<b>December 13, 2022 ,3:00 PM (EST)</b>
Evaluation Committee Review	December 14-16, 2022
City Council Approval of Proposal (Tentative)	December 20, 2022
Contract Negotiation	December 27-29, 2022
Contract Approval	January 3, 2023
Notice to Proceed	January 4, 2023
Project Completion (Tentative)	June 9, 2023

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## Section 1 – Introductory Material

### 1.1 STATEMENT OF PURPOSE

The City of Belle Isle (the City) is seeking proposals from qualified individuals or firms for the preparation of an updated Utility Rate Study for stormwater services. The City’s current rate structure has been in place, with few modifications, since 2003. The City desires a complete review, including recommendations for improvement. However, the City does not want a generic or “cookie cutter” report, but would like a deep and thorough review of the current rate structure and revenue sufficiency, with thoughtful and creative recommendations for changes and improvements that will result in an equitable and sustainable rate structure that will serve Belle Isle residents for many years to come.

**Piggybacking Option** – The City does not intend to have this contract available for “piggybacking” by other governmental entities.

### 1.2 CONTRACT TERMS

The initial contract term is for one (1) year. The City will have the option to extend at its sole discretion.

### 1.3 BACKGROUND INFORMATION

The City of Belle Isle, in Orange County, was incorporated in 1924 and was created as a municipality under Chapter 165, Florida Statutes, and named the City of Belle Isle. The City operates under the Council-Manager form of government and provides the following services authorized by its Charter: general government, police, public works, parks, and stormwater. The majority of residents in the city are on septic systems. The City outsources its potable water services, fire services, and sanitary sewer where available. Additional information about the City is available at the City’s website: [www.belleislefl.gov](http://www.belleislefl.gov).

The City of Belle Isle has approximately 7,200 residents and about 2,800 stormwater customer accounts (roughly 70% single-family residential, 20% multi-family residential, and 10% commercial). While surrounded by Orlando and Orange County and located just northwest of the Orlando International Airport, Belle Isle is proud of its unique small-town atmosphere. The City is fully built out, and future growth will result from increasing density in areas where land use plans and zoning permits or by annexing Orange County property.

The City’s current rate structure has been in place with few modifications since the adoption of the 2003 Stormwater Master Plan. At the time, the Equivalent Residential Unit (ERU) to measure the rate was 4,087 square feet. This Master Plan should be used as a resource for this rate study. We believe this ERU needs to be adjusted. Stormwater fees are currently assessed as a non-ad Valorem assessment on property taxes and collected by Orange County under an agreement with the City.

## Section 2 – Scope of Services

### 2.0 TECHNICAL AND OPERATIONAL REQUIREMENTS

Respondent should be able to conduct a detailed utility rate study providing justifiable and equitable methodologies for appropriate user fees that are adequate to fully fund the expenses associated with utility system operations, including General Fund administration. The scope of services for the stormwater rate study is as follows:

- 2.1 Review the existing stormwater system configurations; review historical rate reports and financial data for the utility systems; review unfunded stormwater capital projects and projected maintenance costs; review the current stormwater assessments; the 2003 Stormwater Master Plan; Stormwater Capital Improvement Plan; and review other City and external documentation as necessary.
- 2.2 Conduct a ten (10) year revenue sufficiency analysis, including the development of a projection of stormwater rate revenue requirements and required stormwater rate revenue increases that are needed in each year for the projection period to fund all stormwater system requirements, including capital expenditures
- 2.3 Review existing GIS data, Orange County Tax data, Orange County digital aerials, digital orthophotography, and digital planimetric features (building, driveway, and parking lot outlines) and, any other information available to assist in determining impervious areas.
- 2.4 Develop an estimated stormwater utility fee using Equivalent Residential Units (ERU) and analyze the following:
  - The current ERU of 4,087 square feet and determine a new ERU based on new development
  - The estimated customer base, in terms of ERUs
  - The estimated rate per residential unit in a tiered fee structure with at least three (3) tiers.
  - The estimated rates for non-residential properties (non-single family, commercial, group assembly, institutional, etc.).
  - Credit/Incentives mechanisms:
    1. Properties with on-site facilities that reduce stormwater runoff (i.e., rain barrels, pervious pavers, permeable pavement, underground detention, green infrastructure, etc.).
    2. Properties directly adjacent to Flagg Creek where all their resulting runoff drains into these waterways and not into the City storm sewer.
    3. Properties that grant stormwater drainage easements to the City to allow for the installation and maintenance of public stormwater drainage improvements within those easements.
- 2.5 Develop a tiered stormwater utility fee structure that applies to all real property located within the City and is payable by real property owners for the acquisition, construction, installation, maintenance, management, repair, replacement, and extension of existing and new stormwater drainage improvements, including the purchase of real estate and/or easements, that are part of the City-wide stormwater drainage system. The tiered stormwater utility fee structure should account for the amount of impervious surface area

located on each lot. Other types of fee structures should be included for the City's consideration. The City will be exempt from the stormwater utility fee as it will be contributing public funds and other valuable resources and benefits (e.g., City staff services and other City consultants services) as part of the acquisition, construction, installation, maintenance, management, repair, replacement and extension of existing and new stormwater drainage improvements, stormwater drainage improvement projects and the City-wide stormwater drainage system. This work will consist of computing the appropriate service charges rates and drafting a code amendment ordinance and service charge rate table for the City to use in establishing and implementing the service charges rates that will comprise the stormwater utility fees.

- 2.6** Develop a recommended annual or periodic stormwater utility fee increase schedule
- 2.7** Develop a ten (10) year financial management plan for the City's utilities, including, but not limited to recommendations for the following elements:
  - 2.5.1 Operating expenditures
  - 2.5.2 Capital expenditures
  - 2.5.3 Debt financing
  - 2.5.4 Reserve funding, including, but not limited to, reserves for working capital
- 2.8** Review and make recommendations regarding rate structure modifications with consideration given to industry best practices and local and regional community standards and expectations. Special attention should be devoted to an analysis and review of factors that ensure revenue sufficiency, rate stability, and fairness for all classes of customers
- 2.9** Develop a model to be used by budgeting staff to determine future utility rates based on the results of your study and external factor changes such as price increases for purchased water, sewer treatment fee increases, and regulatory changes in laws.
- 2.10** Create a draft stormwater utility fee ordinance for review by the City Attorney, including a credit/appeals process. The ordinance should be drafted to incorporate the recommendations of the City with respect to user charge methods and other policy issues.
- 2.11** Conduct other analyses as determined to be necessary during the course of this study.
- 2.11** Present the preliminary updated study and financial management plan to the Belle Isle City Commission at a public meeting. This public meeting could be one of the two public meetings referenced in section 3.14 or could be a separate public meeting. This presentation may be oral or written as determined by the Commission. The final utility study shall incorporate comments from City officials and the public as appropriate.
- 2.13** Attend at least two (2) public meetings for adoption of stormwater rates.

- 2.14** Provide a comprehensive written report responding to the tasks outlined in the Scope of Services. The report shall include an executive summary in addition to details, associated charts, graphs, and recommended changes to fees and charges, among others.

### Section 3 – Procurement Instructions

#### 3.1 QUESTIONS

Any questions relative to the interpretation of specifications or the proposal process must be e-mailed to Bob Francis at [bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov) by November 30, 2022, 4:00 p.m. Answers to all questions will be included in an Addendum to the RFP and posted on the City’s website by December 5, 2022. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer’s responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City’s website.

Written questions received on December 5, 2022 may not be answered. Only written questions answered by a formal written Addendum will be binding.

#### 3.2 SUBMISSION OF PROPOSAL

**3.2.1** Proposer shall submit five (5) paper copies of the proposal in the prescribed form under Section 3.3, along with a single flash/jump drive containing the RFP response in Adobe PDF format. All copies and the flash/jump drive must be marked by the Proposer with the Proposer name, date, and this RFP Title and number.

**3.2.2** Sealed proposals must be received on or before **December 12, 2022, by 3:00 PM (Eastern Time)**, at the Office of the City Clerk, 1600 Nela Ave, Belle Isle, Florida 32809. The City Clerk’s office hours are 7:00 a.m. to 5:00 p.m., Monday through Friday, except City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

**3.2.3** On the envelope containing the proposal, the following shall be written in large letters:

<b>Proposal For:</b>	<b>Updated Rate Study for Stormwater</b>
<b>RFP Number:</b>	<b>RFP # 23-01</b>
<b>To Be Opened:</b>	<b>December 12, 2022 by 3:00 PM (Eastern Time)</b>

**3.2.4** Proposals will be opened and listed publicly in City Council Chambers, 1600 Nela Ave, Belle Isle, Florida 32809 on the date and time specified above.

**3.2.5** All proposals that are not submitted in the required format or missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City’s website ([www.belleislefl.gov](http://www.belleislefl.gov)) or by sending an email to the City Clerk at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov). All proposals must be signed in ink. It

is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications.

- 3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that their proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.
- 3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.
- 3.2.8 Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.
- 3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.
- 3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Belle Isle may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.
- 3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Belle Isle reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer are described in Section 4 of this document.
- 3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.



- 3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website and will distribute it via email to all identified prospective Proposers.
- 3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Belle Isle and will not be returned to the Proposers. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that they has fully read and understands the proposal method, meet the requirements , and have full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from Yolanda Quiceno, City Clerk, at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov) or on the City's website at [www.belleislefl.gov](http://www.belleislefl.gov).
- 3.2.19** Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.
- 3.2.20 Proposer's Responsibility to Be Informed** - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.

**3.2.21 Cone of Silence** - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City Manager, Bob Francis at [bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov). Communications initiated by a Proposer to anyone other than the City Manager may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

### **3.3 FORMAT AND CONTENTS**

**3.3.1 Cover Page** - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the proposal number and description.

#### **3.3.2 Tab 1 - Table of Contents**

Include a clear identification of the material by section and by page number.

#### **3.3.3 Tab 2 - Letter of Transmittal**

**3.3.3.1** Limit to one or two pages.

**3.3.3.2** Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

**3.3.3.3** Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email and telephone numbers.

**3.3.3.4** Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

#### **3.3.4 Tab 3 - General Information**

**3.3.4.1** Name of Business.

**3.3.4.2** Mailing Address and Phone Number.

**3.3.4.3** Names and contact information of persons to be contacted for information or services if different from name of person in charge.

**3.3.4.4** Normal business hours.

**3.3.4.5** State if the business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.).

**3.3.4.6** Give the date business was organized and/or incorporated and where.

**3.3.4.7** Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

**3.3.4.8** Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

**3.3.4.9** State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

**3.3.4.10.1** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc., are the responsibility of the Proposer.

**3.3.4.11** Provide printout of company information from Florida Department of State, Division of Corporations (**SUNBIZ.Org**)

**3.3.4.11** How did you hear about the RFP? Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Belle Isle is always looking for ways to improve its services.

### **3.3.5 Tab 4 – Project Approach**

**3.3.5.1** Describe in detail your proposal to fulfill the requirements of the scope of services.

**3.3.5.2** Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

### **3.3.6 Tab 5 – Experience and Qualifications**

**3.3.6.1** Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.

**3.3.6.2** Identify the Proposer's qualifications to perform the services identified in this RFP.

**3.3.6.3** Provide a minimum of three (3) references with all contact information including telephone number and email address. If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Orange County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum of equipment similar to the City.

### **3.3.7 Tab 6 – Pricing and Payment Terms**

**3.3.7.1** Provide a detailed itemization of cost of services including hourly rates by project personnel classification and approved FDOT overhead factor (if applicable).

## **Section 4 – Review and Evaluation Process**

### **4.1 REVIEW AND EVALUATION**

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

**4.1.1** The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.

**4.1.2** The Evaluation Committee will rank all proposals according to the criteria listed.

**4.1.3** Contract negotiations will then be conducted with the highest ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.

**4.1.4** The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

**4.1.5** If negotiations with the highest ranked Proposer fail, the City will then begin negotiations with the second-ranked firm, and so on.

**4.1.6** For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>1</b>	<b>Submission of all required Forms and Documents as indicated in Section 3.3.</b>	<b>Pass/Fail</b>
<b>2</b>	<b>Attachment A – Non-Discrimination Affidavit</b>	<b>Pass/Fail</b>
<b>3</b>	<b>Attachment B – Domestic Partnership Certification</b>	<b>Pass/Fail</b>
<b>4</b>	<b>Attachment C – Non-Debarment Affidavit</b>	<b>Pass/Fail</b>
<b>5</b>	<b>Attachment D – Drug-Free Workplace Certification</b>	<b>Pass/Fail</b>
<b>6</b>	<b>Attachment E—Non-Collusive Affidavit</b>	<b>Pass/Fail</b>
<b>7</b>	<b>Attachment F – Certification Pursuant to Florida</b>	<b>Pass/Fail</b>
<b>8</b>	<b>Experience and Qualifications</b>	<b>40</b>
<b>9</b>	<b>Project Approach</b>	<b>30</b>
<b>10</b>	<b>Pricing</b>	<b>30</b>

## **Section 5 – General Terms and Conditions**

### **5.1 GENERAL AND LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

**5.1.1 Non-Discrimination** - Section 1.8 of the City’s Purchasing Policy states in part:

*It is the policy of the City to promote the principles of equal opportunity in its contracting activities by assuring that those seeking to do business with the city will treat contractors, subcontractors, and employees equally and will not engage in discrimination against their contractors, subcontractors, or employees because of their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, or sexual orientation or as a member of any other protected class.*

*The Contractor will certify to the City that that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.*

- 5.1.2 Non-Discrimination Affidavit** - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.
- 5.1.3 Domestic Partnership Affidavit** – Proposers shall submit an executed copy of Domestic Partnership Affidavit attached to the Request for Proposal – Attachment B.
- 5.1.4 Non-Debarment Affidavit** - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.
- 5.1.5 Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.
- 5.1.6 Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.
- 5.1.7 Certification Pursuant to Florida Statute § 287.135** – The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statute § 287.135 – Attachment F.
- 5.1.8 This Request for Proposal and the Proposer’s proposal shall be included and incorporated into the final award.**
- 5.1.9 Small and Minority Businesses, Women’s, and Labor Surplus Firms Participation** – the City encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms.

## **5.2 APPLICABLE LAW AND VENUE**

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Belle Isle and any RFP Proposer shall be brought in Orange County, Florida.

## **5.3 CONDITIONS OF PROPOSALS**

- 5.3.1 Late Proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.
- 5.3.2 Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.
- 5.3.3 Public Opening** - All proposals will be publicly opened at the time and place specified and made available for public inspection.

**5.3.4 Award Presentation** – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

**5.4 TERMS AND CONDITIONS OF AGREEMENT**

All sections of the City’s specifications and all supplementary documents are essential parts of the City’s contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

**5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS**

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

**5.6 EXECUTION OF AGREEMENT**

The successful highest ranked Proposer shall, within thirty (30) calendar days after the City of Belle Isle issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

**5.7 CONFLICT OF INTEREST**

The award hereunder is subject to the provision of State of Florida Statutes and City of Belle Isle Ordinances.

The Proposer, by affixing his signature to the proposal’s “Letter of Transmittal”, declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

**5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the

solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

## **5.9 PUBLIC ENTITY CRIMES**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer 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 proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

## **5.10 FLORIDA PROMPT PAYMENT ACT**

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Contractor or other invoicing party shall consist of at least all of the following:

- ✓ A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- ✓ The amount due, applicable discount(s), and the terms thereof;
- ✓ The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

## **5.11 INSURANCE REQUIREMENTS**

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

**5.11.1** The highest ranked Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

- (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the highest ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The highest ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.



- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:  
\$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

**5.11.2** ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF BELLE ISLE SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. Insurance Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Contractor receives notice of cancellation from its insurance company, the Contractor shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

**5.11.3** The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

**5.11.4** The Contractor shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

**5.11.5** The Contractor agrees to perform the work under the Contract as an

independent contractor, and not as a subcontractor, agent or employee of the City.

**5.11.6** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

**5.11.7** The highest ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Belle Isle as additional insured.

## **5.12 CODE OF ETHICS**

If any Proposer violates the Code of Ethics of the City of Belle Isle or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

## **5.13 PATENTS, ROYALTIES AND COPYRIGHT**

The Proposer, without exception, shall defend, indemnify and save harmless the City of Belle Isle, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Belle Isle, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## **5.14 INDEMNIFICATION**

**5.14.1 GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, the highest ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the highest ranked Proposer or his subcontractors, agents, officers, employees or independent contractor pursuant to or in the performance of the Contract.

**5.14.2** The highest ranked Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

**5.14.3** City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of successful Proposer under the indemnification agreement. Nothing contained here the highest ranked in is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## **5.15 WARRANTIES**

**5.15.1** Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

**5.15.2** Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

**5.15.3** Contractor warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

**5.15.4** All warranties made by Contractor together with service warranties and guaranties shall run to City and the successors and assigns of City.

## **5.16 PUBLIC RECORDS**

The City of Belle Isle is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

**5.16.1** Keep and maintain public records required by the CITY to perform the service;

**5.16.2** Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

**5.16.3** Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and

**5.16.4** Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the

CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- 5.16.5** The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK  
1600 NELA AVENUE  
BELLE ISLE, FLORIDA 32809  
(407) 851-7730  
[YQUICENO@BELLEISLEFL.GOV](mailto:YQUICENO@BELLEISLEFL.GOV)**

ATTACHMENT A

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

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

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_.

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

\_\_\_\_ Personally known, or  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of ID Produced

**ATTACHMENT B**

**NON-DEBARMENT AFFIDAVIT**

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

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT C

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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, 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.

---

COMPANY NAME

---

VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**



ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

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

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

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

(1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_.

Signature of Notary Public

\_\_\_\_ Personally known, or  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of ID Produced

ATTACHMENT E

**CERTIFICATION PURSUANT TO FLORIDA  
STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

**Must be executed and returned with attached proposal to be considered**