

**THE CITY OF LAKE ALFRED, FLORIDA**



**REQUEST FOR QUALIFICATIONS  
RFQ 23/24-01**

**Continuing Professional Consulting  
Services Contracts**

**Responses are due by  
Thursday, December 7, 2023, at 2:00 pm**

**MAIL OR DELIVER RESPONSES TO:**

City of Lake Alfred  
Attn: RFP 23/24-01  
155 E. Pomelo Street  
Lake Alfred, FL 33850

**Contact:**

Linda Bourgeois, City Clerk  
City of Lake Alfred  
LBourgeois@mylakealfred.com  
(863) 291-5270 Ext. 106

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LEGAL ADVERTISEMENT  
**REQUEST FOR QUALIFICATIONS**  
**RFQ-23-01**

Sealed proposals will be received by the City of Lake Alfred until **2:00 P.M., Thursday, December 7, 2023**, at the office of the City of Lake Alfred City Clerk, 155 E. Pomelo Street, Lake Alfred, Florida 33850, for the following:

**“Continuing Professional Consulting Services Contracts”**

Copies of the RFQ are available at the following website: DemandStar at

<https://www.demandstar.com/app/agencies/florida/city-of-lake-alfred/procurement-opportunities/fdd56875-bbfc-4a4c-b35d-9beacf290868/>

A Pre-submittal Conference will be held at Public Works Training Center, City of Lake Alfred, 155 E. Pomelo Street., Lake Alfred, 33850 at **2:00 PM on Monday, November 13, 2023**, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 23/24-01, Specifications, and any other documents prepared for this submittal.

The City of Lake Alfred reserves the right to reject any and all bids, waive informalities, re-advertise, and the City of Lake Alfred may enter into a contract determined, in the sole discretion of the City of Lake Alfred, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF LAKE ALFRED

**Linda Bourgeois**  
City Clerk

**Advertise: October 29<sup>th</sup> – November 2<sup>nd</sup> – Newspaper**  
**Advertise: DemandStar starting October 29<sup>th</sup> – December 7<sup>th</sup>**

**City of Lake Alfred**  
**REQUEST FOR QUALIFICATIONS**  
RFQ-23/24-01

Sealed responses marked **“Continuing Professional Consulting Services Contracts”**, with an attached label, will be received by the City of Lake Alfred until **2:00 P.M., Thursday, December 7, 2023**, at the office of the City Clerk, 155 E. Pomelo Street, Lake Alfred, Florida 33850, for the following:

**“Continuing Professional Consulting Services Contracts”**

At that time, responses will be publicly opened and read aloud in the Public Works Training Center, City of Lake Alfred.

A Pre-submittal Conference will be held at the Public Works Training Center, City of Lake Alfred, 485 W. Haines Blvd. Lake Alfred, Florida 33850 at 2:00 P.M. November 13, 2023, for the purpose of answering questions in reference to this solicitation.

The City of Lake Alfred is requesting responses from qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Please submit **one (1) unbound, single-sided original, eight (8) complete paper copies, and one electronic copy on a flash drive.**

**Public Records** – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

**Questions may be submitted to the City Clerk until 4:30 p.m. on Thursday, November 30, 2023. For more information regarding this RFQ 23/24-01, please contact Linda Bourgeois, City Clerk, (863) 291-5270 Ext. 106 or by e-mail at [LBourgeois@mylakealfred.com](mailto:LBourgeois@mylakealfred.com).**

The City of Lake Alfred welcomes your response to this RFQ. The City of Lake Alfred reserves the right to reject any responses found to be non-responsive, vague, non-conforming, or irresponsible. The City of Lake Alfred may withdraw all or part of this RFQ at any time to protect its best interest. The desire of the City of Lake Alfred to pursue qualifications shall in no way obligate the City to compensate you for your efforts or to execute a contract. All responses are to be thorough yet concise in response to this RFQ. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The City of Lake Alfred reserves the right to reject any and all responses, waive informalities, and re-advertise, and the City of Lake Alfred may enter into a contract determined, in the sole discretion of the City of Lake Alfred, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

The responses shall be furnished in accordance with the RFQ, requirements, and any other documents prepared for this RFQ. W-9 should be attached to any response when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

Sincerely,  
CITY OF LAKE ALFRED

Linda Bourgeois  
City Clerk

## 1.0 INTRODUCTION

- 1.1 **RFQ PROCESS:** The City of Lake Alfred's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. The Selection Committee(s) will review the qualifications of all submitting firms. The City reserves the right to determine, at its sole discretion, whether the statement of qualifications (SOQs) satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications.
- 1.2 **INTERESTED PARTIES:** All interested parties must submit the requested information within the time provided herein.
- 1.3 **SELECTION:** It is the intent of the City to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The City may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based on the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.
- 1.4 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

<b>RFQ PROCESS</b>	<b>DATE</b>
RFQ Solicitation Issued	October 29, 2023
Non-Mandatory Pre-submittal Conference	November 13, 2023
Deadline to Submit- Request for Additional Information	November 30, 2023
Proposals Due	December 7, 2023
Evaluation Committee Meeting	January 4, 2024
City Commission Award – Tentative	January 22, 2024

1.5 **TERM OF CONSULTANT CONTINUING AGREEMENT:**

Performance period shall be for a period of five (5) years unless terminated sooner under the provisions of the Consultant Continuing Agreement (the "Agreement") with a renewal option of up to five (5) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of ten (10) years.

- 1.5.1 If an awarded firm has lost more than 50% of its key staff, (assigned to a particular City contract), the contract may not be renewed, and the firm in question will be required to resubmit at the next RFQ advertisement if consideration for that firm is so desired.
- 1.5.2 Consultant shall provide proposed Task Orders to be used for specific projects. Each Task Order will have time-specific limitations and monetary values negotiated at the time of issuance.
- 1.5.3 To the extent permitted by §287.055, Florida Statutes (2022), and based upon the continued satisfactory performance of the firm(s) selected, the City of Lake Alfred reserves the right to utilize additional consulting services for substantially similar services. When applicable, this/these resulting contract(s) shall be considered continuing contract(s).

- 1.5.4 Performance Period shall commence upon execution of the Agreement between the City of Lake Alfred and the successful responder. **It is anticipated multiple firms will be awarded a basic Consultant Continuing Agreement to provide the necessary services.**
- 1.5.5 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of a specific written task order signed by the firm and executed and issued by the City.
  - 1.5.5.1 Each written Task Order for a specific project shall be negotiated and shall describe the required services, state the commencement and completion dates, and establish the amount and method of payment.
  - 1.5.5.2 The task order will be issued under and incorporate the terms of the Agreement.
- 1.5.6 The City makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the City during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the City to place orders of work. Expiration of the term of the Agreement will have no effect upon task assignments issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

## 2.0 SCOPE OF SERVICES

- 2.1 OVERVIEW: The City is seeking interest and statement of qualifications in response to the RFQ from both large multidiscipline firms and smaller consulting firms.
- 2.1.1 It is anticipated the City will enter into agreements with **three (3) or more** Large Firms for the scope of services as described herein. Work will be assigned on an as-needed basis.
- 2.1.2 The City will also enter into agreements with **one (1) or more** Small Firms specializing in each field as described herein. Work will be assigned on an as-needed basis.
- 2.1.3 For the purposes of this solicitation, Small Firms are defined as those properly licensed firms having less than 15 employees in the entire company, inclusive of all office locations. Large Firms are defined as those firms properly licensed and having 15 or more employees in the entire company, inclusive of all office locations.
- 2.2 GENERAL SCOPE OF SERVICES FOR LARGE FIRMS: It is the City's intent that Large Firms provide a full complement of general consulting services with in-house capabilities. The use of subcontractors is acceptable, but the use of subcontractors shall not be included in the RFQ process. The Large Firm is expected to perform complex, large, or multiple tasks requiring specific expertise and staff availability as listed in the detailed scope of services in Section 2.5.
- 2.3 GENERAL SCOPE OF SERVICES FOR SMALL FIRMS: The Agreement for Small Firms consists of providing one or more general consulting services to the City and shall include, but not be limited to services listed in the detailed scope of services in Section 2.5.
- 2.4 OTHER SERVICES: The detailed scope of services in Section 2.5 are descriptive in nature and represent the baseline and minimum functions and tasks that the City may require from Small or Large Firms to be performed. Nothing contained within the Detailed Scope of Services in Section 2.5 shall be interpreted to constrain or prevent the City from having other related or nonrelated tasks performed by Small or Large firms within task orders or service agreements.
- 2.5 DETAILED SCOPE OF SERVICES: A more detailed scope of services for both Large and Small Firms to be performed may include, but shall not be limited to the following:
- 2.5.1 STUDY, PLANNING, INVESTIGATION, AND REPORT PREPARATION SERVICES. The consultant(s) shall perform the following tasks:
- Development of capital projects for the City, Departments, and Community Redevelopment Agency including peer review project plans and specifications;
  - Investigations involving detailed considerations of operations, maintenance, and overhead expenses.
  - Preparation of feasibility studies, cash flow and economic evaluations, and rate schedules.
  - Lobbying services.
  - Preparation of applications and supporting documents for governmental grants, loans, or bonds in connection with projects.
  - Boundary, topographic, engineering project, and other specific purpose surveys.
  - Geographic information systems (GIS) services
  - Preparation and/or review of legal descriptions and easement documents.
  - Consulting and/or witness services in litigation or administrative



- proceedings.
- Master Plans for all municipal functions, operations, and departments including the development of design guidelines and standard specifications.
  - Assistance with updates or modifications to master plans, comprehensive plan, Land Development Code, etc. including evaluations using computer models
  - Preparation and/or review of permit applications through the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and other Federal, State, and local agencies.
  - Evaluation of natural resources, environmentally sensitive areas, endangered species, water quality, water quantity, and hydrologic systems.
  - Evaluation of hazardous substances and areas, including site specific impacts and remediation services
  - Asset and inventory services
  - Other related services

2.5.2 DESIGN SERVICES. The consultant shall perform engineering and architectural design services as needed for the following items:

2.5.3 General engineering, including but not limited to civil, electrical, mechanical and structural, transportation, public safety, and recreational facilities engineering.

2.5.4 General architectural services which include, but shall not be limited to the following:

- Landscape design.
- Preparation of all drawings, specifications, and other contract documents necessary to complete the projects in-house or procure bids for the projects.
- Preparation of all necessary permits, deeds, and easements necessary to complete the projects in accordance with all appropriate laws, regulations, and rules.
- Preparation of all necessary engineering, architectural, and design documents for grants, loans, and bonds in connection with projects and applications.
- Attendance at public meetings with stakeholders, neighborhood groups, and appropriate boards, committees, and City Commission.
- Prepare construction specifications, special provisions, and bid documents.
- Development of artistic renderings and conceptual project layouts
- Conduct or attend all pre-bid conferences.
- Evaluation of bids and recommendations of award for contracts.
- Review and make recommendations concerning the acceptability of subcontractors, substitute materials, and/or equipment.
- Provide subject matter expertise.
- Provide permitting, monitoring, and regulatory compliance services.
- Geotechnical – soil analysis and testing
- Other related services

2.5.5 CONSTRUCTION SERVICES. The consultant shall assist City staff in the construction administration of and/or for projects on an as-needed basis that shall include the following tasks:

- Conduct or attend all pre-construction conferences.
- Coordinate with City staff to administer contracts.
- Assist with review and approval of shop drawings and submittals.

- Assist with the preparation or review of change orders.
- Assist with review of pay applications.
- Inspection services.
- Review and approval of samples and results of tests and inspections and operation and maintenance instructions.
- Determination of suitability of materials and equipment provided by contractors.
- Certification of final construction as to acceptability.
- Preparation of as-built drawings.
- Other related services

**2.6 TYPES OF PROJECTS:** The project areas listed below are the discipline areas for the services. The work TASK ORDER(S) may include services that will assist in the completion of the assigned CITY projects in accordance with the *Agreement*, as follows:

**2.6.1 Services Related to Utility Systems:**

- Potable water treatment, transmission, and distribution
- Sanitary sewer treatment, transmission, and collection
- Reclaimed water treatment, transmission, and distribution
- Stormwater treatment, transmission, and distribution Hydrological modeling services
- Water quality services
- GeoDesign and green infrastructure systems
- Water Use Permits
- Stormwater planning and modeling

**2.6.2 Services Related to Transportation Systems:**

- Roads, bridges, sidewalks, intersections, signalization design, and drainage
- Transportation
- Urban and Multi-Modal Transportation
- Traffic signage
- Traffic control device(s) and instrumentation
- Streetscaping
- Pedestrian enhancements on existing streets
- Complete streets and multimodal projects
- Traffic engineering and intersection studies
- Advanced traffic management system
- Truck routes and alternate means of transportation
- Trails and greenways

**2.6.3 Services Related to Solid Waste/Recycling:**

- Waste stream studies
- Other solid waste/recycling-related services
- Route studies
- Solid waste operation(s) planning

**2.6.5 Services Related to Other City Departments or Projects:**

- Landscape Irrigation design services
- Facility and site lighting
- Playgrounds, recreational facilities, and site design
- Environmental studies – Phase I and Phase II
- Stormwater planning and modeling
- Land Use Planning
- FEMA Community Rating System updates
- Policy Analysis
- Economic Impact Analysis
- Land use, zoning, land development, and building application review
- Project outreach and communication
- Facility planning (city hall, police, fire, etc.)
- Financial Studies
- Departmental application development
- Historic venue(s) and historic restoration

Only those firms or individuals submitting letters of interest and statements of qualifications that meet the requirements specified herein will be considered. Submittals should not contain information in excess of that requested, should be concise, and should specifically address the issues of this RFQ.

3.1 **ECONOMY OF PREPARATION:** Submit one (1) unbound, single-sided original, one electronic copy on disc or flash drive, and eight (8) copies, including a cover letter, requested documents, and information. Be sure to clearly specify which "Firm Size and discipline under section 2.3 or 2.4 the firm is qualifying for. The submittal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Qualifications, and should not exceed 40 pages in length (excluding resumes and required forms). The page count criteria are listed in Section 3.2 of this RFQ.

3.2 **FORMAT OF RESPONSE:** **To provide a degree of consistency in the review of the written proposals, firms are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 40 pages in length (two-sided pages shall count as two pages). Large Firms will be allowed 10 pages for resumes and those pages will not be counted toward the 40-page limit. The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section:

3.2.1 **TITLE PAGE:** Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission. The Title Page shall also identify which of the categories the proposer is submitting an RFQ response for:

- Large Firm Services - Multi-discipline Firm
- Small Firm Services - General civil engineering/consulting services

3.2.2 **COVER LETTER:** The Cover letter should not be more than two (2) pages long and should include, at a minimum, the following:

- A brief statement of the Proposer's understanding of the required services.
- A positive commitment to perform the services on a consistent and timely basis.
- Names and contact information for the person(s) authorized to represent the Proposer.

3.2.3 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.

3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:

- Name and corporate headquarters address of Proposer;
- Name and location of regional/local office which will be the City's designated primary office;
- Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the City.

3.2.5 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm's understanding of the City's goals and types of projects that may be encountered within the context of the proposed scope of services included in this RFQ. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.

3.2.6 **SIMILAR PROJECT EXPERIENCE.** Provide examples demonstrating experience for the type of work listed within the last five (5) years. Each Proposer shall

provide proof of experience in providing general consulting services for City and County governments within the State of Florida under the Consultants' Competitive Negotiations Act. Composite Exhibit "A"  
to Resolution 25-01

3.2.7 WORK PLAN & AVAILABILITY OF RESOURCES. Proposers must submit an outline of the firm's approach in the planning, design, permitting, and other key elements of a typical project.

3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads and resource allocations and the effect of the workloads and resource allocations on the ability to meet the requirements of this agreement. Provide a total number of staff available within 100 miles of the City. Provide a total number of staff available within the Firm.

3.2.8 TEAM MEMBERS. Identify the Team members and provide resumes, (limited to one page per employee), of the individuals who will perform the required tasks. All discipline leads shall be licensed in the State of Florida. The resumes shall include the professional credentials and experience of the firm's key members who would complete the required tasks. Identify the proposed Project Manager with whom the City will have primary contact for all work associated with this RFQ.

3.2.8.1 For each member, provide their:

- Title
- Area of Specialty
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing.
- Total years of experience
- Years with firm
- Specific involvement/role in projects used as references or experience summary.

3.2.8.2 Include an organizational chart.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key member's experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one-page summary.

3.2.9 LICENSURE: Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services, such as surveying and architecture, as applicable, principal firms must be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

3.2.10 REFERENCES. Please list a minimum of three (3) business references with at least the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

3.2.10.1 REFERENCES: The City reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveal concerns about the firm's past performance or

their ability to successfully perform the Agreement to be executed based on this RFQ and subsequent work, **the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work.**

Exempted Exhibit "A"  
to Resolution 25-01

The City also reserves the right to check references from others not identified by the Proposer.

3.2.11 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN

/ VETERAN-OWNED ENTERPRISES: Identify whether any of the Proposer's team qualifies pursuant to §288.703, Florida Statutes (2022). Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criterion.

3.2.12 PRIMARY OFFICE LOCATION: Identify the location of the primary office that will perform the majority of the work on this contract. It is the City's expectation that the project manager assigned to the respective task order will be located at the consultant's office that provides for the greatest efficiency and responsiveness in completing the work. This item shall also include pertinent information concerning the location of the primary firm of the Proposer.

3.3 ADDITIONAL INFORMATION: Please provide any other information that you feel would help the Evaluation Committee evaluate your Statement of Qualification in response to this RFQ.

3.4 COMMUNICATIONS AND INQUIRIES:

3.4.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until the award of an agreement, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the City Clerk and sole contact listed below.**

Linda Bourgeois, City Clerk

Email: [LBourgeois@mylakealfred.com](mailto:LBourgeois@mylakealfred.com)

3.4.2 The City Clerk, or designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All 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 for the purpose of obtaining best and final offers. In conducting such 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, Florida Statutes.

3.4.3 Prohibition of Communication: To ensure fair consideration for all prospective firms, the City prohibits communication associated with this RFQ to or with any department, bureau, or employee during the submission process, except as in Section 20. Additionally, the City prohibits communications initiated by a prospective firm to any City official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation (with the exception of contacting the City Clerk) that act may be grounds for disqualifying the proposer from the consideration for the RFQ.

3.4.4 Request for additional information: Any questions related to the interpretation of the scope of services or submission process shall be addressed to the City Clerk, **in writing**, in ample time before the period set for the receipt and opening of bids.

3.4.4.1 Inquiries, if received prior to seven (7) days of the date set for the receipt of the Statement of Qualifications (SOQ), will be answered.

3.4.4.2 Any inquiries received after that time, will not be answered, or given any consideration. Composite Exhibit "A1" to Resolution 25-01

3.4.4.3 Oral answers will not be authoritative.

3.4.5 Addenda: The City Clerk shall issue any City responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the City website as timely as possible. **If an addendum is issued, the City Clerk will post the final addendum no later than five (5) calendar days prior to the date set for receipt of SOQs.**

**The Agreement will be posted by the City as an addendum to this RFQ.**

#### **4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):**

4.1 SEALED PROPOSALS: All SOQs proposals in response to this RFQ must be submitted in a sealed envelope, packet, or box. The face of the envelope shall contain the date and time of the RFQ opening and the RFQ number. Information not submitted on the City's bid forms may be rejected. All SOQ proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions, or vendor notes.

**Submittal of the SOQs via e-mail is NOT acceptable.**

4.2 SUBMITTAL COPIES: Sealed SOQs shall include the following:

- One (1) unbound original, and eight (8) complete paper copies of the Statement of Qualifications; and
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information. Electronic copies must be identical in all aspects to the paper copy submitted.

4.3 RESPONSE SUBMITTAL DEADLINE AND DELIVERY ADDRESS:

**Sealed SOQs shall be submitted to the Office of the City Clerk no later than 2:00 PM Thursday, December 7, 2023.** Proposals shall not be accepted after this time and date. Each proposal shall be submitted in a sealed envelope, packet, or box marked with the RFQ number, the title of the RFQ, and the RFQ opening date.

4.3.1 FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:  
SOQ's shall be addressed as follows:

**Linda Bourgeois, City Clerk  
City of Lake Alfred  
Attn: RFP 23/24-01  
155 E. Pomelo Street  
Lake Alfred, FL 33850**

4.3.2 Submitted envelopes should be marked: "RFQ 23/24-01 Continuing Professional Consulting Services Contracts".

- 4.4 **INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFQ.
- 4.5 **INTERVIEWS:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

## **5.0 EVALUATION PROCESS**

- 5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three members assembled by the City will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the City. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.
- 5.2 **RATING SYSTEM:** The Evaluation Committee will rate all proposals utilizing the Weighted Rating System is shown in Section 6.2. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.
- 5.3 **EVALUATION COMMITTEE MEETING(S):** The Evaluation Committee will first meet on (tentative date) at TBD, Lake Alfred, FL.
- 5.4 **SUBMITTAL RANKING:** The committee will select those submissions, in their sole determination, that best meets the City's need based upon its evaluation of all proposals.
- 5.5 **PRESENTATIONS:**
- 5.5.1 At the sole determination of the City, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
- 5.5.2 If presentations are determined to be necessary, the City Clerk shall coordinate presentations and notify the selected firms.
- 5.5.3 Each proposer will be notified in writing at least ten (10) days in advance of presentation date if a presentation is necessary.
- 5.6 **REJECTION OF PROPOSALS:** The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.
- 5.7 **MODIFICATIONS TO PROPOSALS:** The City reserves the right to request at any time that the proposer modify their proposal to more fully meet the needs of the City. The City also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.
- 5.8 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the City of Lake Alfred may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

- 6.1 RFQ EVALUATION CRITERIA: The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria described below and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ. The City reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

**Proposal meeting minimum requirements of RFQ (5 Points):**

1. Provide a general description of the firm and/or team that is proposing to provide professional consulting services. Explain the legal organization of the proposed firm or team.
2. List the Florida professional (Engineer, Surveyor, Environmental, Hydrologic, Planning, Landscape Architect, etc.) and applicable licenses held by the firm/team. Provide the license number and explain if held by an individual or firm.

**Organizational resources (15 points):**

1. As part of the evaluation process, the City has the responsibility of considering the size and complexity of the project/tasks and be assured that the firm/team has the organizational and financial resources required to successfully deliver this project/task. Please describe your operational stability, corporate financial resources, and insurance limits.
2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five (5) years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and the outcomes.

**Organizational Experience and Qualifications (20 Points):**

1. Identify comparable or similar projects in which the firm is submitting qualifications for each project identified, provide the following:
  - a. Description of project
  - b. Final cost of effort
  - c. Completion dates (if applicable)
  - d. Name of client
  - e. Experience with implementation, coordination, and funding plans.
  - f. Reference information, per project (one current contact name and title with telephone number and e-mail address)

**Understanding the project and approach to performing the required services (20 points):**

1. Describe the approach, project management, and organization that will provide support to the project. Describe systems used for planning, scheduling, estimating, and managing progress. The firm/team's experience in qualifications submitted should be included.
2. Outline the pragmatic approach to achieving the City's goals and objectives while minimizing disruption of City activities and to the residents.
3. Briefly describe the firm's experience in quality control, dispute resolution, and stakeholder engagement.

**Team Member Qualifications (20 points):**

1. Provide an organization chart showing key personnel. Including the ability to coordinate with state



and federal agencies on permitting and funding. Include a resume for each key person identified.

Composite Exhibit "A"  
to Resolution 25-01

**Survey of Past Performance / Timely Completion of Project (10 points).**

1. Describe any City of Lake Alfred projects (or other municipality projects if not worked for Lake Alfred) along with the dates of commencement and completion.

**MOB/WOB/Disabled Veteran & Veteran Owned Business Utilization (5 points):**

1. Provide the potential utilization of any MOB/WOB/Disabled Veteran or Veteran-owned businesses. Include certifications and a description of services.

**Intent/capacity to affect the local economy through the use of local labor, vendors, sub-contractors, and resources (5 points):**

1. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and consultants. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent (%) of work expected to be done locally.
2. Any of the firm's offices can be considered as the firm's principal office for the purposes of this RFQ; as long as the location is the home office of key staff on this project and where actual work will be performed.

62 QUALIFICATION STATEMENT EVALUATION FORMS:

**SUBMITTAL EVALUATION & SCORING**

Each section to be evaluated is identified and weighted independently. The score for each section should be marked clearly in the subtotal box. The final score will be the sum of each of the subtotal scores.

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

<b>EVALUATION FORM</b>		
<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	<b>SUBTOTAL</b>
Meeting the Minimum Requirements of the RFQ	5 points 0-5	
Organizational Resources	15 points 0-15	
Organizational Work Experience and Qualifications	20 points 0-20	
Work Approach & Availability of Resources	20 points 0-20	
Team Member Qualifications	20 points 0-20	
Surveys of Past Performance / Timely Completion of Projects	10 points 0-10	
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	
Intent/Capacity to affect the local economy through the use of local labor, vendors subcontractors, and resources – Firm Location	5 points 0-5	
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	

**Evaluator:** \_\_\_\_\_

The City Clerk, or designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

## **7.0 CONDITIONS OF PROPOSALS**

- 7.1 **LATE PROPOSALS:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 7.2 **COMPLETENESS:** All information required by this Request for Qualifications must be supplied to constitute a responsive proposal.
- 7.3 **PROPOSER'S CERTIFICATION FORM**
- 7.3.1 Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.
- 7.3.2 By submitting a proposal, the proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.
- 7.4 **DRUG-FREE WORKPLACE CERTIFICATION FORM:** By submitting the Drug-Free Workplace Form as part of this RFQ, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 7.5 **PROPOSER'S WARRANTY:** The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this RFQ.
- 7.6 **PUBLIC OPENING:** All proposals will be publicly opened and the list of proposers read aloud at the Public Works Training Center, City of Lake Alfred, 485 W. Haines Blvd., Lake Alfred, Florida 33850, at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 7.7 **PROPERTY OF THE CITY:** All proposals received from proposers in response to this RFQ will become the property of the City of Lake Alfred and will not be returned to the proposers. In the event of a contract award, all documentation produced as part of the Agreement shall become the exclusive property of the City.
- 7.8 **AWARD PRESENTATION:** The City will provide the staff recommendation to the City Commission, at a duly noticed public meeting, in January 2024, to enter into an Agreement with the top-ranked firm(s) or to reject all proposals.

## **8.0 TERMS AND CONDITIONS OF CONTRACT**

### **8.1 GENERAL CONDITIONS:**

Proposers are required to submit their proposal(s) subject to and upon the following express conditions:

- a) Proposers shall thoroughly examine the specifications, instructions, and all other Contract Documents (as defined by **8.2**), visit the site of this project (if applicable), and fully acquaint themselves, at their own risk, with all conditions which may affect the completion of this project and/or delivery of bid items. Proposers, subcontractors, and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for the bid and/or included in the specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the City of Lake Alfred harmless from any and all claims of personal injury arising from their participation in the site visit.
- b) These Terms and Conditions and any Contract Documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- c) Notwithstanding anything in this Request for Qualifications (the "RFQ") to the contrary, the obligation of the City of Lake Alfred (the "City") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the City Commission of the City of Lake Alfred, Florida. In the event the City Commission of the City of Lake Alfred fails to appropriate sufficient funds to satisfy the payment obligations of any kind or type, the City and/or successful proposer may immediately terminate the Agreement entered into pursuant to this RFQ and be released from any future responsibility or liability thereunder.

d) **PUBLIC RECORDS:**

City and Consultant/Contractor (defined by **8.2**) agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in **8.2**), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the

public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Proposed Exhibit A  
to Resolution 25-01

**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 863-291-5270 Ext. 106, [LBourgeois@mylakealfred.com](mailto:LBourgeois@mylakealfred.com), 155 E. Pomelo Street, Lake Alfred, Florida 33850.**

- e) If the Contractor does not comply with a public records request, the City shall enforce the Contract provisions which may include immediate termination of the Contract.
- f) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the City that this RFQ promotes competitive bidding. It shall be the proposer's responsibility to advise the City at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFQ to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- h) Proposers must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The City may request proof of such licensure. Proposers shall also obtain all permits required for this project.
- i) The City shall be entitled to rely on the written representations of the proposer. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.
- j) Unless detailed elsewhere in the Contract Documents, proof of insurance naming the City as an additional insured shall be required of the successful proposer (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of not less than one million dollars and zero cents (\$1,000,000.00).

## 8.2 DEFINITIONS:

Words used in the RFQ and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the City.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. The venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the City Clerk in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant/Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Procurement is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the City Clerk or designee.
- d) **CITY:** The City of Lake Alfred, Florida, or its authorized representative.
- e) **CONTRACT:** The Agreement executed by the City and the Consultant/Contractor, and shall include all Contract Documents.
- f) **CONSULTANT/CONTRACTOR:** The successful bidder who enters into a Contract with the City to complete the project.
- g) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Consultant/Contractor's right to proceed with the order/work by giving the Consultant/Contractor written notice. The defaulting Consultant/Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Agreement; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- i) **INDEMNIFICATION:** As specified in the bid documents.
- j) **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services that do not conform to provisions of the Purchase Order.
- k) **INSURANCE:** As specified in the Contract Documents.

- Agreement with  
to Resolution 25-04
- l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Lake Alfred under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein.
  - ii) The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- m) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, marital status, or any other protected class.
  - ii) will submit such reports as the City may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society, or group that enters into a contract with the Consultant/Contractor to do a portion of the work on this project.
- o) **TITLE:** The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
- p) **WARRANTY:** The Consultant/Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Consultant/Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant/Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Subcontractors. Vendors who furnish materials without a formal contract shall be given notice by the Consultant/Contractor that this provision exists.

### **8.3 INTERPRETATIONS OR ADDENDA:**

- a) No oral interpretation will be made to any Proposer as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the City Clerk. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Proposer will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Clerk. In addition, all Addenda will be posted for review by the General Public on the City's website.
- b) Notification will be emailed to vendors who are registered for the RFQ.
- c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposers' responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Proposers shall be bound by such

#### 8.4 PROTEST PROCEDURES:

The City encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely, and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFQ shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKE ALFRED, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFQ may protest to the City Manager of the City prior to the award of a contract by the City Commission of the City of Lake Alfred.
- c) **NOTIFICATION:** The City shall provide all recommendations for awards and make them available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the City Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the City shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file a protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the City shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.

**If during tolled action, the City Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the City of Lake Alfred) is necessary, action may be taken to secure the goods or services.**

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the City Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendar day period has expired.

**The formal written protest shall contain the following:**

- i) City RFQ number and/or title (if applicable);
- ii) Name and/or address of the City department, division, or agency affected;



- iii) The name and address of the affected party;
  - iv) The title and position of the person submitting the protest;
  - v) A statement of disputed issues of material fact;
  - vi) If there are no disputed material facts, the written letter must so indicate;
  - vii) Concise statement of the facts alleged;
  - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
  - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
  - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The City will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the City Manager or his/her designee who shall serve as the Chairperson, the City of Lake Alfred Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The City Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.
- g) The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date, and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.
- h) The City Manager shall present the background for the protest to the RFQ Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) to gather information in order to make a decision.
- i) The agenda for the bid protest meeting will be:
- i) The background as to why the recommendation for the award was made or why the vendor was not selected.
  - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the City.
  - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem relevant to the protest.
  - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- j) The RFQ Protest Committee will render their decision in writing within five (5) business days of the RFQ protest meeting.
- k) The City Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the RFQ Protest Committee. **The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.**

- 1) Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

## 8.5 RESPONSES:

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Contract Documents. No proposal will be accepted after the specified deadline or at any location other than that specified in the Contract Documents. Any proposal received late or because of submittal to another location will be maintained unopened in the bid file. Proposals properly received will be opened at the time and place stated in the Contract Documents.
- b) The City Clerk or designee may elect to cancel or postpone a bid at any time prior to the time and date set to open proposals.
- c) Sealed bids, proposals, or replies received by the City pursuant to a Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- d) If the City rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the City concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the City withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.
- e) A proposal and a non-collusion affidavit should be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Proposals not submitted on the attached bid form may be rejected. Proposals must be typed or printed in ink. All corrections made by the Bidder to their bid must be initialed. Each Proposer shall deliver its sealed proposal to the location specified on the Request for Qualifications/Request for Proposals, in an envelope bearing the name of the Proposer, the name of the bid, and the time and date of the bid opening. It is the Proposer's responsibility to ensure that its bid is delivered at the proper time and place of the proposal opening. Proposals that are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the telephone of the City of Lake Alfred City Clerk.**
- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission in the Contract Documents prior to the time and date set for the proposal opening. Each Proposer shall be solely responsible for the costs associated with the preparation and submittal of its proposal.
- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE PROPOSAL OPENING WILL NOT BE CONSIDERED.**

## 8.6 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

Composite Exhibit "A"  
to Resolution 25-01

- a) The City of Lake Alfred encourages and agrees to the successful proposer extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful proposer.

## 8.7 MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) Bidders are expected to examine the specifications, delivery schedule, bid prices (if applicable), and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.
- b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. Also, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal are non-responsive and shall not be considered for clarification or correction.

## 8.8 STATEMENT OF BIDDER'S QUALIFICATIONS:

- a) Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization, and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders' ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract, and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

## 8.9 STATE LAW COMPLIANCE:

The Contract shall comply with Florida State Statutes:

- a. **Scrutinized Companies.** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City 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 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Contract, Contractor certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. The contractor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this Contract at

**b. Public Entity Crimes; Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Contract, the Contractor certifies that it is not on the convicted vendor list.

**c. Drug-Free Workplace.** By executing the Contract, the Contractor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

**d. E-Verify.** By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor and any subcontractor hired by the Contractor. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**e. No Consideration of Social, Political, and Ideological Interests.** The contractor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political, or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Contractor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of the Contract.

**f. Contracting with Foreign Entities.** By executing the Contract, the Contractor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, the Contractor certifies that no government of a Foreign Country of Concern has a "controlling interest" in the Contractor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Contractor organized under the laws of a Foreign Country of Concern, nor does the Contractor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Contractor to access the personal identifying information of any individual, the Contractor agrees to notify the City in advance of any contemplated transaction that would cause the Contractor to be disqualified from such access under Section 287.138 of the Florida Statutes. The Contractor agrees to furnish the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

#### **8.10 EQUAL EMPLOYMENT OPPORTUNITY:**

- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, marital status, or any other protected class and will submit

**8.11 \*NOTICE\***

- a) **A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**
- b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**
- c) **Any contract for goods and/or services in an amount of \$1,000,000.00 or more will be subject to termination by the City if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

**8.12 UNAUTHORIZED ALIEN(S):**

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine the employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of the agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at 1-888-464-4218.

**8.13 ACCIDENT PREVENTION:**

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Consultant/Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the Consultant/Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Consultant/Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Consultant/Contractor shall promptly furnish the City with these reports.

**8.14 ASSIGNMENT OR NOVATION:**

- a) The Consultant/Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Consultant/Contractor, may be made without the consent of the City.

**8.15 PATENT INFRINGEMENT:**

- a) The Consultant/Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

**8.16 PROGRESS OF WORK:**

- a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the City terminates the Consultant/Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Consultant/Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by the Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the City does not terminate the Consultant/Contractor's rights to proceed, the Consultant/Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Consultant/Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

**8.17 CONSULTANT/CONTRACTOR PROVIDED INSURANCE:**

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish the Owner with:
  - (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
  - (b) the original of the policy(ies); or
  - (c) other evidence satisfactory to the Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Workers' Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One:	"Statutory"	
(ii) Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee

(2) General Liability Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements that exclude coverage for liability arising out of:

- (i) Mold, fungus, or bacteria
- (ii) Terrorism

- (b) The Owner and the Owner's officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- |                   |   |
|-------------------|---|
| (i) \$1,000,000   | General Aggregate                       |
| (ii) \$1,000,000  | Products/Completed Operations Aggregate |
| (iii) \$1,000,000 | Personal and Advertising Injury         |
| (iv) \$1,000,000  | Each Occurrence                         |

(3) Automobile Liability Insurance:

- (a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Occurrence-Bodily Injury and Property Damage Combined

(4) Professional Liability Insurance:

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Claim/Occurrence  
(ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and the Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.



- iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- v) The insurance provided by the Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Lake Alfred shall be in excess of, and shall not contribute with, the insurance provided by the Consultant/Contractor.
- vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers, and employees.
- vii) Certificates of Insurance must be completed as follows:
1. Certificate Holder  
City of Lake Alfred  
155 E. Pomelo Street  
Lake Alfred, FL 33850
  2. Additional Insured for General Liability  
The City of Lake Alfred and its officials, officers, and employees

#### **8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:**

- a) The Consultant/Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

#### **8.19 LIENS:**

- a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

## 8.20 CONSTRUCTION AND CONSULTING EVALUATION:

Composite Exhibit "A"  
to Resolution 25-01

- a) The award of contracts by the City of Lake Alfred for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the City will consider the previous performance of any bidder who may have completed work for the City of Lake Alfred or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the City of Lake Alfred. Furthermore, the City may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

## 9.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 9.1 RFQ 23/24-01 SUBMITTAL COVER PAGE, Attachment A
- 9.2 ADDENDUM PAGE, Attachment B
- 9.3 LOBBYING CERTIFICATION FORM, Attachment C
- 9.4 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER, Attachment D
- 9.5 AFFIDAVIT CERTIFICATION-IMMIGRATION LAWS, Attachment E
- 9.6 CERTIFICATION OF DRUG-FREE WORKPLACE, Attachment F
- 9.7 CONFLICT OF INTEREST STATEMENT, Attachment G
- 9.8 ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS, Attachment H

**NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.**

**FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.**

**9.1 ATTACHMENT A**

**RFQ-23/24-01 Submittal Cover Page** (this does not count as part of the maximum page limit)

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Company

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name Title/Position

\_\_\_\_\_

Physical Address

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Email address

\_\_\_\_\_

Telephone Number / Fax Number

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Key Team members and addresses of the principal office:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**9.2 ATTACHMENT B**

**ADDENDUM PAGE (RFQ 23/24-01)**

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications (Give the number and date of each):

Addendum No. 01 Dated: 10/29/23 – CCNA Agreement

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

### 9.3 ATTACHMENT C

#### **LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

##### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

- 9.3.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 9.3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 9.3.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proposer's Authorized Official  
\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

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

**9.4 ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the  
Title Company Bidder that has submitted the attached bid;

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

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

(4) Neither the said Bidder nor any of his 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Lake Alfred or any person interested in the proposed Contract; and

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

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Title

**OATH OR AFFIRMATION**

Sworn to (or affirmed), and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**9.5 ATTACHMENT E**

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

CITY OF LAKE ALFRED WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF LAKE ALFRED MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF LAKE ALFRED.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Title

**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**9.6 ATTACHMENT F**

**CERTIFICATION OF DRUG-FREE WORKPLACE**

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require 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 the implementation of this section.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
CITY                      STATE                      ZIP



**9.7 ATTACHMENT G**

**CONFLICT OF INTEREST STATEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

- A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.
- B. Said entity is submitting this proposal/offer to RFQ #23/24-01.
- C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above-stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division, Department, or Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Lake Alfred government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Title

**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**9.8 ATTACHMENT H**

**ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document, and Master Continuing Professional Consultant Agreement, and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document and the Master Continuing Professional Consultant Agreement pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Date

**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH PROPOSAL**

**>>>>Failure to submit all forms with your PROPOSAL may disqualify your response. <<<<**



**City of Lake Alfred, Florida**  
**RFQ-23/24-01**  
**CCNA Non-Mandatory Pre-bid**  
**Meeting**  
**Monday, November 13, 2023**  
**Public Works Training Facility**

The non-mandatory pre-bid meeting for the City of Lake Alfred's CCNA process was called to order by the City Clerk at 2:02 PM in the Public Works Training Facility at 485 W. Haines Blvd, Lake Alfred, FL. 33850.

Staff attendance from the City of Lake Alfred: City Clerk Linda Bourgeois, Community Development Director Ameer Bailey, and Administrative Assistant Tracey Johnson.

The City Clerk welcomed everyone in attendance and said that we were here today to answer questions the participants may have regarding the CCNA RFQ in the form of an addendum. That way everyone will have the same questions with the same answers. She added that there were two questions already submitted through email and read them into the record.

1. Regarding RFQ 23/24-01, Continuing Professional Consulting Services Contracts, section 3.2 states that large firms are allowed 10 pages for resumes and they will not be counted against the page limit. Are we permitted to include additional resumes, with the understanding that any resumes beyond 10 pages will count against the page limit?

Answer: Yes, that is correct. It was suggested to include the firm's top ten resumes.

2. The question was:

Large Firm – Multi-discipline Firm

Small Firm – General civil engineering/consulting services

Is "Small Firm" for engineering consulting services only?

Answer: Small firms can be for other services as well. The small firms will be ranked separately from the larger firms.

The City Clerk opened the floor for questions.

3. Is there a draft list of projects already prepared for the City of Lake Alfred?

Answer: The City has a Capital Improvement Plan and a 10-Year Facilities Plan however that does not mean it will be limited to those specified projects.

**Director Bailey** added that once we have firms under contract when any project comes up, we are going to go down our list and select the firm so we don't have to go out to bid for any potential project that we have. In addition to the Capital Improvement Plan and the 10-Year Facilities Plan, we have master plans and other general department services. There is a great list and we desire to have a variety of professional services that we can pick from.

4. So, we shouldn't necessarily limit our response to what we see in the Request for Qualifications. If there are other skills that we bring, we should go ahead and mention those as well?

Answer: Absolutely. If there are things that you know you provide as general governmental services or a good partnership of government services, absolutely, list those things. It is a wide reference of services including lobbying, legislative services, cost estimates, and those types of services. If you do something, even if we left it out, by all means, showcase it.

5. Once you have gone through the review and identified accepted firms how do you make a decision – do you go by ranking? Do you have a specific way to divi up the work after the firms are selected?

Answer: In the past, we didn't have that many firms apply and we pretty much went under contact with everyone. We did look at firms that had specialized services for certain things so there were certain companies that ended up with more of the utility work, and certain companies that ended up with more of the park's projects. The staff is very conscientious of utilizing all of our vendors who are under contract. If we have twenty companies apply, we may end up going into contract with the top three or five companies rather than the whole twenty because rotating projects through twenty firms would be difficult. If we have five that have very different services and specialties, we may go under contract with all five because, again, that provides us with a breadth of knowledge for different types of services that we may need.

6. Who are the firms you have now under contract?

Answer: CPH, Inc, Chastain Skillman, and Wright-Pierce. We had to piggyback with other contacts for things like transportation planning because there was not a strong basis for that. We are trying to avoid having to piggyback on various services. We are trying to create a broad spectrum of services. We know we will have some small firms apply for some very specific services such as surveying. For the larger firms we are looking for companies that have a variety of services so when we have something very specific, we anticipate having someone under contract to assist us with that particular item.

7. Do you have a selection committee already lined up for this or will it be the City Commission?

Answer: Generally, the staff will provide a preliminary ranking of the firms and the City Commission makes the ultimate decision.

8. When we view survey projects, we put together teams of consultants with surveying and Geotech, and we don't have those in-house, do you want to see those other partners or potential partners in the RFQ?

Answer: We want to see who your subcontractors are and the partnerships you have relationships with. If you have partnerships with certain companies, please list who they are and what services they provide. It may or may not affect the ranking and we won't know until we get all the submissions in. Those partnerships would also go for the Minority Business Owners and Veterans as well.

9. A lot of times we would tailor it to a specific project you are looking for, like a trail project you would want surveying capabilities or a new road alignment that would be another, so we should just mention these are our typical partners and couch it that way?

Answer: Yes. Please list their specialties. We understand that this is big, broad, and somewhat encompassing the biggest goal is that we can have firms we can partner with and we know we will have a relationship with them for the next five years with the option of up to ten years total.

10. Section 8.9 shows a Local Preference Ordinance in the Table of Contents but section 8.9 in the document says State Law Compliance. What is the definition of local preference? So, if you don't meet the qualifications, it is zero or five on the point ranking?

Answer: The City of Lake Alfred does not have a local preference ordinance so the table of contents will need to be amended. The City of Lake Alfred uses the definition for the state and local grant programs when considering the definition of local preference. Correct. The City Clerk read the intent/capacity to affect the local economy through the use of local labor, vendors, subcontractors, and resources. For clarification, think of this being a Lake Alfred project.

11. How long does a firm have to qualify for a local office to move into the area? Does it have to be inside the city limits or Polk County?

Answer: We can check on this as Polk County is local. If you are from Miami or South Florida you are not considered more local than say Orlando or Tampa. When the selection team gets to that section, they may be given specific instructions that all of them would have to follow. Please list the local office in relation to the City of Lake Alfred. Scott Breitenstein commented that in the past and in other municipalities you would have had to have a local office twelve months prior to the RFQ to qualify for the points, not a week ahead. There is not an unfair playing field here because none of the participants are in Lake Alfred. For the addendum, it is supposed to be State Law.

12. Do you have any type of anticipation for how many large and small firms or is it going to be based upon what you receive? The RFQ implied it would be only one small firm.

Answer: It will be at the discretion of the selection committee's proposal to the City Commission. The City Commission has the ultimate decision. The expectation is to not have less than we currently have. The anticipation is to have five or more large firms, and depending on the specialties of the small firms, it may be three or more.

All the employees and the firm's representatives introduced themselves.

The City Clerk said the deadline to submit requests for additional information was November 30, 2023. The deadline to submit the RFQ packet was 2:00 PM on Thursday, December 7, 2023. The packet submissions will be read into the record at that time. The Evaluation and Ranking selection is tentative to be held on January 4, 2024, with the selected firms going to the City Commission tentatively on January 22, 2024.

**Director Bailey** spoke about the contract. She said she wanted everyone to be aware that the contract is what the contract is in the document. If there is some legal issue that your firm has



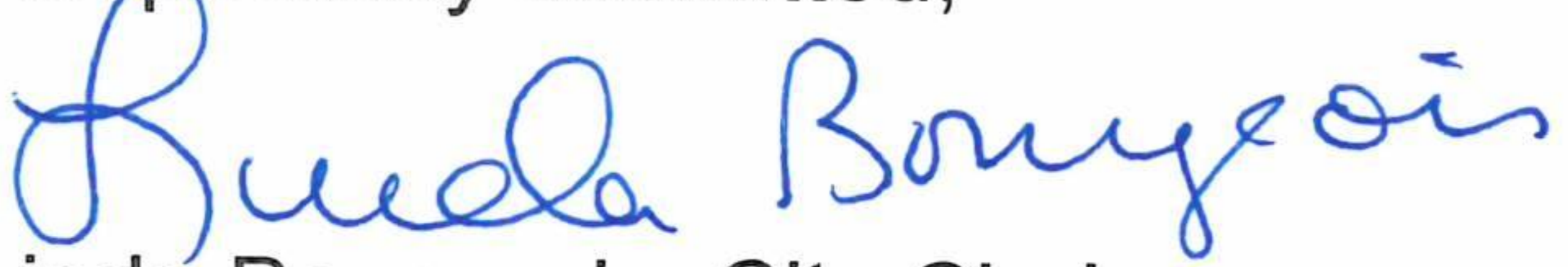
with the contract be open and forthcoming with that because it has already been approved by the City Commission. Once the ranking is approved, the contracts just get signed. We don't have to go through additional hearings or additional processes unless there is some issue with the attorneys of your company not liking the contract as it states and that may or may not cause an issue. The contract, as is, has already been approved by the City Commission.

This contract is Addendum No. 1 and was posted on DemandStar with the RFQ. The RFQ and the Addendum No. 1 can also be found on the City's website under Public Notices on the City Clerk's page. This is not the same contract as the existing Continuing Services Contracts in effect.

Since some of the contracts don't have limitations such as insurance in the contracts, is that something you would like to see in the proposals? The answer was to pose that as a question now to put it in the response. The firm's attorney review is beneficial to the City as well, so it is not one-sided. Sometimes there are provisions that ensure our ability to insure our projects such as professional liability insurance.

Without any further questions, the meeting was adjourned at 2:25 PM.

Respectfully submitted,



Linda Bourgeois, City Clerk