



# **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**

## **REQUEST FOR QUALIFICATIONS**

**FOR**

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
LEGAL COUNSEL**

**RFQ #2019-01**

Withlacoochee Regional Water Supply Authority  
3600 W Sovereign Path  
Suite 228  
Lecanto, FL 34461

Phone (352) 527-5795 Fax (352) 527-5797

Date of Issue:

**May 22, 2019**

**CALENDAR OF EVENTS / REQUEST FOR QUALIFICATIONS (RFQ) TIMELINE**

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Withlacoochee Regional water Supply Authority (WRWSA) Board of Directors. If the WRWSA finds it necessary to change any of these dates or times prior to the RFQ due date, the change will be accomplished by addendum.

<b>ACTION</b>	<b>COMPLETION DATE</b>
<b>Issue RFQ</b>	May 22, 2019
<b>Last Day for Questions</b>	June 5, 2019 @ 4:00 p.m.
<b>Qualification Packages Due</b>	June 19, 2019 @ 11:00 a.m.
<b>Qualification Packages Opened*</b>	June 19, 2019 @ 11:05 a.m.
<b>Review Committee Meeting &amp; Vendor Presentations**</b>	July 3, 2019 @ 2:00 p.m.
<b>WRWSA Board Meeting – Top 3 Vendor Presentations &amp; Board Approve Firm Rankings***</b>	July 17, 2019 @ 3:30 p.m.

\* To be held at 3600 W Sovereign Path, Lecanto FL 34461; meeting room will be posted.

\*\* Meeting location to be announced.

\*\*\* To be held at 3600 W Sovereign Path, Lecanto FL 34461, room 166.

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## PART 1 INTENT AND GENERAL INFORMATION

### REQUEST FOR QUALIFICATIONS

Qualification Packages will be received by the Withlacoochee Regional Water Supply Authority (WRWSA) located at 3600 W Sovereign Path, Suite 228, Lecanto, Florida 34461, **June 19, 2019 at 11:00 a.m. EST.** Proposers shall take careful notice of the following conditions of this Request for Qualifications:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace RFQ's at any time until the deadline for submission of Qualifications.
- All questions received by 4:00 p.m. on June 5, 2019 will be considered. **Questions will not be answered over the phone.** Questions regarding the RFQ process and all Requests for Information (RFI's) must be in writing and faxed to (352) 527-5797 attention: Ms. LuAnne Stout or emailed to [lstout@wrwsa.org](mailto:lstout@wrwsa.org).

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR [DEMANDSTAR.COM](http://DEMANDSTAR.COM) OR THE AUTHORITY'S WEBSITE (<https://wrwsa.org/>) FOR ANY AND ALL RFQ DOCUMENTS, INCLUDING ADDENDUMS.

### OPEN RECORDS

The WRWSA is governed by Florida's public record laws, Chapter 119 and Section 255.0518 of the Florida Statutes. Formal solicitations and documentation are open for public inspection thirty (30) days after the solicitation opening or when WRWSA provides notice of a decision or intended decision, whichever is earlier.

### VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their RFQ. WRWSA will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages should be sealed and prominently marked on the outside of such envelopes, boxes, or packages with "**RFQ 2019-01 WRWSA LEGAL COUNSEL.**"
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the above information, may be inadvertently opened upon receipt, thereby invalidating such RFQ and excluded from the official opening process.
- Invitation by WRWSA to vendors is based on the recipient's specific request and application to Demandstar.com, or as the result of response by the public to the legal advertisements required by the State.
- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting their Qualification Package. Additionally,

no travel expenses incurred as a result in participating in the RFQ process will be reimbursed.

- 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 RFQ on a contract to provide any goods or services to a public entity, may not submit a RFQ on a contract with a public entity for the construction or repair of a public building or public work, may not submit a RFQ 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 Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- RFQ submittals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the WRWSA. The WRWSA reserves the right to waive any irregularities.

### **FISCAL YEAR FUNDING APPROPRIATION**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the WRWSA, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the WRWSA Board of Directors of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

## **PART 2 EVALUATION AND AWARD**

### **RFQ EVALUATION**

This Request for Statements of Qualifications (SOQs) includes following all the procedures in this document and sending the sealed Statements of Qualifications information to the WRWSA by the due date and time. Once the SOQs are received, each submittal will be reviewed, firms will be afforded the opportunity to present at the Review Committee meeting and SOQ's will be scored based on the evaluation criteria. All SOQs received in accordance with this Request for Statements of Qualifications will be evaluated using the following criteria.

**Scoring for all RFQs**

	Score	X	Weight	=	Rating
1) Demonstrated knowledge of applicable rules, statutory provisions, theories, principles, and practices	_____		<u>.35</u>		_____
2) Qualifications and experience	_____		<u>.35</u>		_____
3) RFQ submission quality	_____		<u>.30</u>		_____

**SCORE:**

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (Included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

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Once the review committee has scored all RFQ submissions using the scoring criteria listed above, the three highest ranked firms will be determined for presentations to the WRWSA Board of Directors at their July 17, 2019 meeting. Each presentation, at both the Review Committee meeting and Board meeting, will be limited to a total of 45 minutes. Each firm will have up to 30 minutes for their presentation and 15 minutes for questions and answers. Presentations will be timed and terminated if they extend beyond 30 minutes. Vendor presentation portions of the Review Committee and Board meetings will not be open to the public per F.S. 119.071 relating to House Bill 7223.

The WRWSA will provide a computer, projector and a projector screen. All other equipment or hand-outs must be provided by the presenting firm. If a firm does bring handouts a total of five (5) are required for the Review Committee meeting and fifteen (15) are required for the Board meeting. Staff will seek Board authorization to enter into contract negotiations with the firms in ranked order.

Anyone attempting to lobby WRWSA representatives may be disqualified.

The award will be based on the Qualification that is most advantageous to WRWSA.

**QUALIFICATION AWARD**

The award documents will be available on the Withlacoochee Regional Water Supply Authority webpage at <https://wrwsa.org/index.html>.

**QUALIFICATION DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED**

The following documents and forms in the following arrangement must accompany each RFQ submittal:

- ❑ One (1) original qualification package, clearly labeled “Original”.
- ❑ Twenty (20) printed copies of the qualification package in its entirety; and one (1) electronic single PDF version not password protected of the original submitted qualification package in its entirety.
- ❑ RFQ Submittal Cover Page. This is to be used as the first page of the submittal. This form must be fully completed and signed by an authorized officer of the vendor.
- ❑ Proposer Certification / Addenda Acknowledgement Form.
- ❑ Statement of General Terms and Conditions.
- ❑ Reference & Similar Projects Experience Form, including the Notarized Affidavit.
- ❑ Conflict of Interest Disclosure Form, Notarized.

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### PART 3 QUALIFICATION PACKAGE SUBMITTAL

One original (1) and twenty (20) copies for a total of twenty-one (21), plus one electronic single PDF file, not password protected, must be submitted with the forms in their original format. Each RFQ submittal shall be submitted in a sealed envelope, prominently marked on the outside with the words, “**RFQ 2019-01 WRWSA LEGAL COUNSEL**” with the firm name and return address. Qualifications submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, “**RFQ 2019-01 WRWSA LEGAL COUNSEL**” and the contents sealed as required.

- Deadline for Submissions in response to this Request for Qualifications: Qualifications must be received no later than 11:00 a.m. on June 19, 2019. Qualifications submitted by FAX will not be accepted under any circumstances. **Late RFQ’s will not be accepted, and will be returned, unopened, to the proposer, at the proposer’s expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a RFQ on a contract to provide any goods or services to a public entity, may not submit a RFQ on a contract with a public entity for the construction or repair of any public building or public work, may not submit a RFQ on leases of real property to a public entity crime, 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 ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The WRWSA as an independent special district reserves the right to reject any and/or all RFQ’s, reserves the right to waive any informalities or irregularities in the RFQ’s or evaluation process, and reserves the right to award contract(s) in the best interest of the WRWSA.

#### PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document’s thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the RFQ’s Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted ORIGINAL on the cover.



**PART 4  
QUALIFICATION DOCUMENTS  
RFQ SUBMITTAL COVER PAGE**

<b>Name of Firm, Entity or Organization:</b>
<b>Federal Employer Identification Number (FEIN):</b> <b>State of Florida License Number (If Applicable):</b> <b>Name of Contact Person:</b> <b>Title:</b> <b>E-Mail Address:</b>
<b>Mailing Address:</b> <b>Street Address (if different):</b> <b>City, State, Zip:</b> <b>Telephone:</b> _____ <b>Fax:</b> _____
<b>Organizational Structure – Please Check One:</b> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> <b>If Corporation:</b> <b>Date of Incorporation:</b> _____ <b>State of Incorporation:</b> _____ <b>States Registered in as Foreign Corporation:</b>
<b>Authorized Signature:</b> <b>Print Name:</b> _____ <b>Signature:</b> _____ <b>Title:</b> _____ <b>Phone:</b> _____
<b><i>This document must be completed and returned with your Submittal.</i></b>

## PROPOSER’S CERTIFICATION

Submit To: Withlacoochee Regional Water Supply Authority  3600 W Sovereign Path, Suite 228 Lecanto, Florida, 34461 Phone 352-527-5796		WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT	
<b>DUE DATE: June 19, 2019</b>	<b>DUE TIME: 11:00 a.m.</b>	<b>RFQ #2019-01</b>	
<b>TITLE: WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY LEGAL COUNSEL</b>			
<b>VENDOR NAME:</b>		<b>PHONE NUMBER:</b>	
<b>VENDOR MAILING ADDRESS:</b>		<b>FAX NUMBER:</b>	
<b>CITY/STATE/ZIP:</b>		<b>E-MAIL ADDRESS:</b>	
<p>“I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose.”</p> <p style="text-align: center;">                 _____      _____      _____      _____      _____                  Addendum #      Addendum #      Addendum #      Addendum #      Addendum #             </p>			
<p>“I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for the Withlacoochee Regional Water Supply Authority (WRWSA), respondent agrees that if this RFQ is accepted, the respondent will convey, sell, assign, or transfer to the WRWSA all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the WRWSA. At the WRWSA’s discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.”</p> <p style="text-align: center;">                 _____      _____      _____                  Authorized Agent Name, Title (Print)      Authorized Signature      Date             </p>			
<b><i>This form must be completed and returned with your Submittal</i></b>			

## Statement of General Terms and Conditions

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an RFQ/RFP/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit RFQ/RFP/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.

**INDEMNIFICATION :** The Contractor agrees to indemnify and hold harmless WRWSA, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

**PROHIBITION OF LOBBYING:** During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Request for Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Administrative Assistant. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Qualifications, Request for Proposal (RFP) or Invitation to Bid (BID) must be submitted in writing to the Administrative Assistant.

**ANTI TRUST LAWS:** By submission of a signed RFQ, RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the WRWSA at the time of the RFQ, RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFQ/RFP/BID Contract Documents. Any inquiry or request for interpretation received by the WRWSA before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFQ/RFP/BIDS opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ/RFP/BIDS FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFPs/BIDS are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFQ/RFP/BIDS Contract are to be considered as approximate only and are to be used solely for the comparison of RFPs/BIDS received. The WRWSA does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Bid/BID Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFQs/RFPs/BIDS, will be available for public inspection ten days after opening of the RFQs/RFPs/BIDS or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFQs/RFPs/BIDS must make an appointment by calling the WRWSA at (352) 527-5795. All RFQs/RFPs/BIDS submitted in response to this solicitation become the property of the WRWSA. Unless information submitted is proprietary, copy written, trademarked, or patented, the WRWSA reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFQ/RFP/BIDS, in its best interest.

**TAXES:** The WRWSA is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFQ/RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Bid in connection with the work for which their RFQ/RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFQ/RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFQ/RFP/BID price or the RFQ/RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the WRWSA to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFQ/RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the WRWSA. Reference to literature submitted with a previous RFQ/RFP/BID will not relieve the Bidder from including any required documents with this RFQ/RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFQ/RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The WRWSA will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

**WRWSA** is an independent special district in the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the WRWSA. Submittals not meeting stated minimum terms and qualifications may be rejected as non-responsive. The WRWSA reserves the right to reject any or all submittals without cause. The WRWSA reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the WRWSA, or who has failed to perform faithfully any previous contract with the WRWSA or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFQ/RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**PREPARATION OF RFQ/RFP/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFQ/RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFQ/RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFQ/RFP/BID must be submitted. The Proposer/Bidder shall state in the RFQ/RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFQ/RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFQ/RFP/BID FORM. In the event that there is a discrepancy on the RFQ/RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** All tabulations and results of the results of the opening of this RFQ/RFP/BID and any other related documents are posted on the WRWSA website at <https://wrwsa.org/index.html>.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFQ/RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the WRWSA's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of RFQ/RFP/BIDS. However, RFQ/RFP/BIDS must be firm and valid for award for at least one **hundred and twenty (120) calendar days** after the deadline for receipt of the RFQ/RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the WRWSA may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The WRWSA reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The WRWSA shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFQ/RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the WRWSA's Executive Director. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, Citrus County, Florida, inside delivery unless otherwise specified.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the WRWSA. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFQ/RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFQ/RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a bid/bid. RFQ/RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFQ/RFP/BID specification for any item(s). If RFQs/RFPs/BIDS are based on equivalent products, indicate on the RFQ/RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFQ/RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFQs/RFPs/BIDS which do not comply with these requirements are subject to rejection. RFQs/RFPs/BIDS lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFQ/RFP/BID FORM. The WRWSA is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the WRWSA unless evidenced by a Change Notice issued and signed by the Executive Director, or designated representative.

**QUANTITIES:** The quantities as specified in this RFQ/RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

***This document must be completed and returned with your Submittal***  
**REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM**

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

**CONTRACTOR’S AFFIDAVIT**

State of Florida  
County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who is *(title)* \_\_\_\_\_  
of *(the company described herein)* \_\_\_\_\_ being duly sworn, deposes and says  
that the foregoing statements are a true and accurate statement of the position of said organization as of  
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are  
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of  
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any  
pertinent information requested by the WRWSA deemed necessary to verify the statements made in this  
application or regarding the ability, standing and general reputation of the applicant.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA  
(Signature of Notary Public)

\_\_\_\_\_  
(Print Name of Notary Public)

(seal)

**INTENTIONALLY LEFT BLANK**

***This document must be completed and returned with your Submittal***

Conflict of Interest Disclosure Form

**I HEREBY CERTIFY that**

1. I (*printed name*) \_\_\_\_\_ am the (*title*) \_\_\_\_\_ and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid qualification for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

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

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATIONS PACKAGE**

## **PART 5 SCOPE OF SERVICES FOR WRWSA LEGAL COUNSEL**

The Withlacoochee Regional Water Supply Authority is requesting Qualification Packages from qualified firms for the **RFQ #2019-01 WRWSA Legal Counsel**.

### **Minimum Education and Experience Requirements**

- Counsel shall be a member of the Florida Bar and shall have practiced law for over 5 years
- Counsel shall have represented units of local government, regional water supply authorities, water management districts or similar organizations or any combination thereof for a minimum of 5 years
- Must be an attorney in private practice

### **Skills and Abilities:**

- Knowledge of the statutory provisions that govern regional water supply authorities, including but not limited to Chapter 373, Florida Statutes and Section 163.01, Florida Statutes
- Extensive knowledge of the theories, principles, and practices of the legal profession
- Ability to provide expert legal advice to the WRWSA
- Ability to interpret and clarify complex laws, statutes, ordinances, and rules
- Ability to communicate clearly, concisely, verbally, and in writing

### **Statement of Work:**

General Counsel will perform such legal services as the Authority may, from time to time, request relative to the duties, responsibilities and functions of the Authority. Such professional services shall include, but shall not be limited to, conferences, meetings, telephone communications, Court appearances and hearings, pleadings, and other written documentation necessary to adequately represent the Authority on all matters involved in the administration of the Authority's duties and work with and assist all staff of the Authority and assist the Authority through its Executive Director.

The attorney selected will serve as counsel to the WRWSA Board and Executive Director. The primary role of General Counsel is to advise the Board and Executive Director on all aspects of the WRWSA activities to ensure all actions comply with all applicable laws. Counsel shall attend all meetings of the Board. Counsel will be required to sign a contract for services, at a negotiated hourly rate.

**CONTRACT FOR LEGAL SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY, hereinafter referred to as "WRWSA or AUTHORITY" and \_\_\_\_\_, hereinafter referred to as the "LEGAL COUNSEL",

WITNESSETH:

WHEREAS, the WRWSA has determined that it has a need for legal assistance of LEGAL COUNSEL; and

WHEREAS, LEGAL COUNSEL has agreed to provide such legal services; and

WHEREAS, LEGAL COUNSEL represents that it is capable of providing in an able and competent manner those services described below; and

WHEREAS, the WRWSA desires to engage LEGAL COUNSEL for such legal services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services to be Performed

- a) LEGAL COUNSEL hereby agrees to represent the WRWSA in all matters coming before the WRWSA, including any litigation arising out of its official duties, and agrees to attend all regularly scheduled meetings of the WRWSA Board of Directors.
- b) LEGAL COUNSEL shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida when conducting Authority business.

2. Authority to Practice/Conflict of Interest/Professional Responsibility.

LEGAL COUNSEL, by executing this Agreement, hereby represents and warrants that LEGAL COUNSEL is fully qualified to perform the Scope of Services contemplated in this Agreement; and that LEGAL COUNSEL is and will continue to be a member in good standing of The Florida Bar, and has and will maintain all licenses required to perform the Scope of Services rendered under this Agreement. LEGAL COUNSEL shall not be prohibited from handling privately retained cases in his or her private practice so long as it does not otherwise interfere with LEGAL COUNSEL'S obligations under this Agreement. LEGAL COUNSEL shall promptly notify the WRWSA of any ethical conflicts that may arise or if for some reason LEGAL COUNSEL believes it would be inappropriate for LEGAL COUNSEL to represent the WRWSA



in a particular matter. LEGAL COUNSEL agrees and covenants that LEGAL COUNSEL shall perform the services described herein while at all times complying with the requirements of the Code of Professional Responsibility and the Disciplinary Rules of The Florida Bar. Any actions by LEGAL COUNSEL that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar shall be the sole responsibility and liability of LEGAL COUNSEL.

3. Date of Agreement.

Services performed pursuant to this Agreement shall commence on the date of execution of this Agreement. This Agreement may be amended only by mutual agreement of the parties, in writing. This Agreement may not be assigned by any party, and the work performed hereunder may not be assigned to another attorney within LEGAL COUNSEL'S Firm, without prior written approval from the WRWSA. Either Party may terminate this Agreement at any time upon \_\_\_\_\_ days' written notice to the other party.

4. Compensation.

As compensation for LEGAL COUNSEL providing services to the WRWSA as described herein, the WRWSA shall pay LEGAL COUNSEL as follows:

- a) \_\_\_\_ per hour, or fraction thereof in \_\_\_\_ of an hour increments, for billed time of attorney, who is the attorney expected to perform this Agreement. The minimum compensation due for a scheduled meeting of the WRWSA shall not be less than the hourly rate times three (2) hours, inclusive of any preparation time. This Agreement does not guarantee LEGAL COUNSEL will receive a minimum payment each month. The WRWSA reserves the right to schedule meetings as necessary during the term of this Agreement.
- b) Reasonable out-of-pocket costs and expenses for such items as photocopying, delivery charges, long distance telephone charges, filing fees, and other similar items incurred as a result of this Agreement. Reimbursement for a cost or expense of \$100.00 or more shall be supported by the actual paid invoice, whereas costs and expenses of less than \$100.00 shall be itemized and detailed as to the amount.
- c) Travel and per diem reimbursements shall be in accordance with Chapter 112 of the Florida Statutes. However, standard travel mileage from LEGAL COUNSEL'S office to the WRWSA offices shall not be compensable.
- d) Request for reimbursement of out-of-pocket costs, and travel and per diem expenses shall be submitted monthly.

4. Invoices

LEGAL COUNSEL shall submit such invoices to the WRWSA on a monthly basis and said invoice billings shall be itemized as to dates, hourly rates and amounts. All sums paid to LEGAL COUNSEL shall, in each case, be subject to the receipt by the WRWSA of a detailed statement of services rendered from LEGAL COUNSEL, including sufficient documentation to enable the WRWSA to properly perform its audit responsibilities for the use of public funds, certification that LEGAL COUNSEL has performed said services in conformance with this Agreement, and LEGAL COUNSEL is entitled to receive the amount specified herein. Invoices shall be submitted in such a manner as will permit their inspection pursuant to Chapter 119 of the Florida Statutes. As LEGAL COUNSEL is part of the law firm of \_\_\_\_\_, payment of LEGAL COUNSEL'S services shall be paid to: \_\_\_\_\_.

5. Jurisdiction and Venue; Attorney's Fees.

The parties agree that any disputes arising from this Agreement shall be governed by the laws of the State of Florida. The parties agree that venue and jurisdiction is mandated to lie only in the state courts located in Citrus County, Florida. The parties further agree that entry into this Agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Citrus County, Florida; the parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court. Party/Parties agree(s) that this Agreement is consummated and entered into in Citrus County, Florida. Process in any action or proceeding referred to in this Agreement may be served on any party anywhere in the world. If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees in that action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

6. Independent Contractor.

LEGAL COUNSEL is, and shall be, in the performance of all services under this Agreement, an independent contractor, and not an employee, agent, or servant of the WRWSA. LEGAL COUNSEL assumes responsibility for payment of all federal, state and local taxes imposed or required of LEGAL COUNSEL under unemployment insurance, Social Security and income tax laws. LEGAL COUNSEL shall be solely responsible for any worker's compensation insurance required by law. The parties agree that the WRWSA shall not: (a) pay dues, licenses or membership fees for LEGAL COUNSEL; (b) require attendance by LEGAL COUNSEL, except as otherwise specified herein; (c) control the method, manner or means of performing the Scope of Services under this Agreement, except as otherwise specified herein; or (d) restrict or prevent LEGAL COUNSEL from working for any other party.

7. Indemnification and Insurance.

LEGAL COUNSEL shall be solely and entirely responsible for LEGAL COUNSEL'S tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. LEGAL COUNSEL shall indemnify and save harmless the WRWSA, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of LEGAL COUNSEL during performance under this Agreement. If permitted by law, LEGAL COUNSEL shall be allowed to partake of the benefits of sovereign immunity and Section 768.28, Florida Statutes, as it may be amended from time to time. LEGAL COUNSEL shall maintain appropriate professional liability or malpractice coverage and name the WRWSA as a certificate holder.

8. Notice.

All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, certified, return receipt requested, postage pre-paid, and properly addressed to the Party to be notified at its address of record; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature.

9. Term of Agreement.

Unless otherwise terminated, the AUTHORITY and GENERAL COUNSEL shall consider this Agreement as a continuing Agreement for Professional Legal Services unless otherwise amended upon agreement of the parties.

10. General.

The parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. The parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. This Agreement supersedes any prior understandings or agreements between the parties, there are no other agreements between the parties concerning this subject matter except as set forth herein; and there are no representations, warranties, or oral agreements other than those expressly set forth herein. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall,

collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. Time shall be of the essence of this Agreement. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms. Captions or paragraph headings herein contained are for organizational convenience only, and shall not be construed as material provisions of this Agreement or to limit any provisions hereunder. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender, all words in their singular form shall be construed as if the plural had been used where the context of the party so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: RICHARD S. OWEN

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Michelle Stone, Chairman

ATTEST: \_\_\_\_\_

NAME OF LAW FIRM

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

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

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
LARRY M. HAAG, Esq.  
Haag, Friedrich & Williams, PA  
452 Pleasant Grove Road, Inverness, FL 34452