

Project Manager: Raymond D “Boz” Bossert Jr
Project Manager's Title: District General Manager
Project Contact Email: rbossert@snlDistrict.org
RFP #: 23-04
RFP Name: General Counsel Services Agreement
Pre-Bid Meeting Date and Time: N/A
Bid Opening Date: 15 November 2023
Bid Opening Time: 1200
Proposal Originals Needed: 1
Proposal Copies Needed: 2
RFAI Due Date: N/A
Addendum Date: 5 November 2023.
Liquidated Damages Written and (#): N/A
Date: 15 September 2023

REQUEST FOR PROPOSALS

Sun 'n Lake of Sebring Improvement District
Raymond D "Boz" Bossert Jr, District General Manager
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
e-mail: rbossert@snlDistrict.org
Facsimile Number: 863-382-2988, ext. 100

RFP NO. 23-04
OPENING TIME: 1200
OPENING DATE: 15 November 2023

THIS IS NOT AN ORDER

YOU ARE INVITED TO PROPOSE ON THE FOLLOWING:

Sun 'n Lake of Sebring Improvement District

General Counsel Services Agreement

The complete set of proposal documents is available on the District web site at www.snlDistrict.org or call 863-382-2196

Proposals must be received in the District Office before:

Time: 1200 Date: 15 November 2023

State of Florida Tax Exemption Number is
85-8012528797C-8

Signed: Raymond D. "Boz" Bossert, General Manager

Date: [Date]

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Items in bold are required to be returned with proposal submittal.

LEGAL AD

REQUEST FOR PROPOSAL

Sun 'n Lake of Sebring Improvement District
Raymond D "Boz" Bossert Jr, District General Manager
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Sebring, FL 33872
e-mail: rbossert@snlDistrict.org
Facsimile Number: 863-382-2988

RFP NO: 23-04

OPENING TIME: 1200

OPENING DATE: 15 November 2023

THIS IS NOT AN ORDER

YOU ARE INVITED TO PROPOSE ON THE FOLLOWING:

Sun 'n Lake of Sebring Improvement District General Counsel Services Agreement

RFP No. 23-04

This proposal is for an Attorney that shall represent the District in all its legal matters as detailed herein which the District deems may require the services of an Attorney, except in those matters where an Attorney may have an unavoidable conflict of interest.

General Notes:

ESSENTIAL DUTIES.

Attorney shall perform the following essential duties:

- a) Attend and serve as legal counsel at meetings of the District as required.
- b) Provide legal advice to District administrators as needed on carrying out policies and procedures established and approved by the District.
- c) Prepare and render legal opinions upon request to the District and Board of Supervisors concerning all legal matters relating to the operations of the District.
- d) Counsel and represent the District and the Board of Supervisors in matters of a legal or technical nature relating to the interpretation of statutes, federal and state regulations, ordinances, and contracts, except in cases of conflict of interest, in which case representation shall be of the District.
- e) Provide legal assistance in the drafting of legal documents, rules and regulations, applications, contracts, and all other legal or quasi-legal papers upon request.
- f) Serve as a source of informal, preventative legal counseling for administrative staff, and attend staff meetings as directed by the Board of Supervisors.

- g) Coordinate work performed by outside counsel in preparing, planning, and representing the General Manager, the District, or District employees in litigation.
- h) Coordinate with District administration staff development on legal matters that pertain to the overall administration of the District.
- i) Provide assistance to any firm contracted to conduct foreclosure of District liens for delinquent assessments on properties located within the District in accordance with District policies and as directed by the Board of Supervisors.
- j) Prepare resolutions for adoption by the Board of Supervisors for matters requiring Board action at all meetings of the Board of Supervisors or coordinate with outside counsel for preparation of same in matters involving specialized counsel.
- k) Assist in preparation and enactment of all necessary resolutions for all District funding mechanisms, including bond issues or other financing, for improvements to properties within the District, either through direct preparation or through coordination with outside specialized counsel, inclusive of publication and preparation/ mailing of necessary notices to lot owners.
- l) Hold office hours at the District office totaling twenty (20) hours per month. ATTORNEY shall maintain office hours of at least three (3) hours on four (4) separate days each month as coordinated with the General Manager.
- m) Perform other incidental tasks consistent with the goals of this position.

EFFECTIVE DATE AND TERMINATION.

This Contract shall be effective as of 1 December 2023, and shall remain in full force and effect unless terminated by either party in writing with thirty (30) days written notice. If said termination is for cause it shall take place immediately. This Contract shall be renewed on an annual basis on the same terms and conditions without the need of formal Board approval, but any Standard Rate adjustment must be in writing and approved by the Board before becoming effective.

CONTRACT REVIEW AND RENEWAL.

Attorney's performance of services shall be reviewed by the District's Board of Supervisors and General Manager annually. Each member of the Board of Supervisors will provide feedback to the General Manager NLT 1 September annually, and the General Manager will conduct an official assessment by September 15th of a calendar year covered by this contract, shall be provided the Performance Evaluation Form attached hereto by the District's Secretary, and shall transmit the completed form to the District's secretary by the following October 15th. The District's secretary will compile a composite form of all Board of Supervisors' written evaluations, and will, by the time the agenda for the second District board meeting in October of a calendar year covered by this contract is provided to the members of the Board of Supervisors, include a copy of the Board of Supervisors' composite evaluation and a copy of the evaluation completed by the General Manager along with such agenda. The Board of

Supervisors, General Manager and Attorney shall meet at the request of any single member of the Board of Supervisors or at the request of the General Manager to discuss the evaluation. The performance evaluation shall be considered at the second District meeting in October of a calendar year covered by this contract, or as soon thereafter as practicable. Should the District fail to review the Attorney's Contract and performance of services prior to thirty (30) days before the expiration of the principal contract term, the Contract shall be extended on a month-to-month basis until a new contract can be negotiated, unless otherwise agreed. Should the Board of Supervisors decide, by an affirmative vote of three members of the Board of Supervisors, that the Attorney's performance of services has not been satisfactory, the Board of Supervisors shall either give the Attorney thirty (30) days written notice the Contract will not be renewed, or written notice of conditions the Board of Supervisors require for the Contract to be extended beyond its expiration date. If the Contract is conditionally extended, the Board of Supervisors may conduct such reviews it requires to determine if the conditions are being met. If such conditions are not met, the Contract shall be subject to immediate termination by a majority vote of the full Board of Supervisors.

SPECIALIZATION.

In the event the District, in its opinion, requires the services of a legal specialist, such specialist shall be separately retained and paid by District. Such specialist shall communicate with and coordinate with Attorney. This contract does not govern representation of District by a lead counsel provided by District's risk manager or insurance carrier.

BOND ISSUANCE.

The terms of this contract do not apply to representation of the District in the original issuance of securities.

CONFLICT.

In any circumstance where a conflict occurs or may occur between District and the General Manager, Attorney shall conduct himself so as to maintain its attorney-client relationship with District and avoid any conflict of interest. If at any time it becomes apparent to Attorney that such a conflict may exist, Attorney shall advise District and the General Manager as soon as possible. In the event of an unavoidable conflict of interest, Attorney shall assist District in securing competent legal counsel for any such matter.

NON-BILLABLE TIME.

Attorney shall not charge District for administrative secretarial time nor time expended in continuing and updating his education in matters relating to local government law unless prior approval is given by District.

LEGAL COSTS.

Attorney shall notify the General Manager of any estimated and/or actual costs to third parties associated with any legal issue to be handled directly by Attorney, prior to authorization to commence. District shall pay any such costs as soon as possible with direction received from Attorney as to amounts required to fund the directed activity. Attorney shall provide all documents necessary to account for such costs before District shall be required to provide the requested funds to any third-party.

MALPRACTICE AND/OR PROFESSIONAL INSURANCE.

At all times pertinent to this Agreement, Attorney shall maintain Malpractice and/or Professional Negligence in the minimum amount of \$500,000 per claim with a \$1,000,000.00 total limit and shall deliver a certificate of insurance or a copy of the declaration sheet from the insurance policy specifying such limits to the District at 5306 Sun 'n Lakes Boulevard, Sebring, Florida 33872 upon written request.

AVAILABILITY.

Attorney agrees to make himself available as requested between the hours of 8:30 A.M. to 5:00 P.M. on business days to receive phone calls or be available at the District office to handle inquiries for such periods of time as the General Manager deems to be reasonably necessary. District shall provide office space for use by Attorney and an official district email account and automation to address any issues of District concern and to hold office hours as detailed herein.

Specifications and Bid Documents can be found at www.snldistrict.org or call 863-382-2196
Sealed bids will be due no later than 1200, 15 November 2023.

State of Florida Tax Exemption Number is
85-8012528797C-8

Signed: Raymond Bossert, General Manager
Date: [Date]

ADVERTISE 15 September 2023

HIGHLANDS TODAY

GENERAL CONDITIONS

PROPOSAL: To ensure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS: All Proposals must be submitted in a sealed package. The submitted proposal will contain 1 original and 2 marked copies. The face of the package will contain the date and time of the proposal opening and the proposal number. Proposals not submitted on the District's forms may be rejected. All proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes. Any changes to the proposal document must be in ink and must be initialed.

PROPOSAL OPENING: Shall be on the date and at the time specified in the proposal documents. It is the proposer's responsibility to assure that their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered shall be returned to the proposer unopened. Offers by telephone or facsimile cannot be accepted.

CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the District. Further, all proposers must disclose the name of any District employee who owns, directly or indirectly, any interest of ten percent (10%) or more of the proposer's firm or any of its branches. Gifts from proposers to Employee's or Employee's Families is strictly prohibited per Florida Statutes 112.313 and 112.3148.

AWARDS: As the best interest of the District may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers and to reject any proposals or waive any informality or technicality in proposals received. The District intends to select a proposal from the highest qualifying responsible bidder from this bid. Candidates who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to "piggy-back" on a District Bid or Request for Proposal.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District General Manager shall be final and binding on both parties.

PROTEST: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of any right to protest the terms, conditions, and specifications contained in the RFP, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, or to protest the decision or intended decision concerning a RFP contract award.

LEGAL REQUIREMENTS: Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

LIABILITY: The Candidate shall hold and save the District, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Orders, which may result from this proposal.

CANCELLATION: This agreement may be terminated in whole or in part in writing by either party with thirty (30) days' notice in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of 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.”

All candidates who submit a Bid or Request for Proposal to Sun 'n Lake of Sebring, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

GENERAL SPECIFICATIONS

1. DESCRIPTION OF SERVICE

The Sun 'n Lake of Sebring Improvement District (hereafter "the District") is seeking proposals from interested candidates (hereafter "the Candidate") to provide General Counsel Services Agreement. The District intends to select one candidate from the Request for Proposals (RFPs) to deliver and perform the requested products and services described herein under General Specifications.

2. EFFECTIVENESS AND DURATION

The agreement(s) resulting from this solicitation is for the items and materials described in this proposal document.

3. REFERENCES

Proposers will complete and return, with the Proposal, a list of at least three (3) client/customer references including company name, address, contact person, telephone number and date you provided the equipment/services to the client. The List of References form provided in these documents should be used. If the Proposer already has a preprinted list of references, then indicate on the District's List of References form "See Attached List." Attach the preprinted list to the District's form and submit both with the Proposal.

4. REQUIRED DOCUMENTS

The following documents included in this Request for Proposal package are required to be submitted along with the Information Requested for this proposal:

- 4.1 Proposal Form
- 4.2 List of References Form
- 4.3 Certificate of Insurance
- 4.4 Non-Collusion Affidavit of Proposer
- 4.5 Conflict of Interest Statement
- 4.6 Disputes Disclosure Form

5. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

6. RIGHT OF REJECTION BY THE DISTRICT

Notwithstanding other provisions of this RFP, the District reserves the right to award this contract to the candidate that best meets the requirements of the RFP, and not necessarily, to the lowest bidder. Further, the District reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the District.

7. CONTRACT NEGOTIATIONS

After review of the proposals, the District intends to enter into contract negotiations with the selected candidate. These negotiations could include all aspects of service, and fees. If a contract is not finalized in a reasonable period of time, the District will open negotiations with the next ranked candidate.

8. AWARD OF CONTRACT

The proposer to whom a contract is awarded shall be required to enter into a written contract agreement with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

9. CONTRACT TERM

It is the intent to award a contract to provide equipment within the dates specified.

10. QUESTIONS

All questions concerning this RFP shall be submitted in writing to the name and address below 1 November 2023. All responses to questions will be addressed in the form of an addendum issued after the question deadline to be posted with the RFP on the District web site www.snldistrict.org by 5 November 2023.

Raymond D “Boz” Bossert Jr, District General Manager
Sun ‘n Lake of Sebring Improvement District
5306 Sun ‘n Lake Blvd.
Sebring, FL 33872
Fax number: 863-382-2988 / E-mail: rbossert@snldistrict.org

Contact made with any other employee of, and/or elected officials of the District regarding this RFP will be grounds for the rejection of the contracting individual/firm submittal.

11. SUBMITTAL OF PROPOSAL

All candidates submitting a proposal will need to submit 1 marked original and 2 copies of their documents in a sealed package. The left front of the package shall read:

General Counsel Services Agreement
RFP # 23-04
Due Date: 15 November 2023 – Time: 1200
Company Name and Address

Documents will need to be mailed or hand delivered to:

Raymond D. “Boz” Bossert, General Manager
Sun ‘n Lake of Sebring Improvement District
5306 Sun ‘n Lake Blvd.
Sebring, FL 33872

All documents will need to be delivered to, or received in the mail by, the due date and time. Any document submitted or received after this date and time shall not be considered and will be returned to the sender unopened. The District takes no responsibility for late mail or late delivery service.

SCOPE OF SERVICES

During the term of this agreement, it is agreed that Attorney shall represent District in all its legal matters as detailed herein which District deems may require the services of an Attorney, except in those matters where Attorney may have an unavoidable conflict of interest.

SERVICES.

Attorney agrees to provide general overall legal services and consultation to District and its Board, officers, agents, and employees, relating to the legal needs of District as more particularly described herein.

ESSENTIAL DUTIES.

Attorney shall perform the following essential duties:

- n) Attend and serve as legal counsel at meetings of the District as required.
- o) Provide legal advice to District administrators as needed on carrying out policies and procedures established and approved by the District.
- p) Prepare and render legal opinions upon request to the District and Board of Supervisors concerning all legal matters relating to the operations of the District.
- q) Counsel and represent the District and the Board of Supervisors in matters of a legal or technical nature relating to the interpretation of statutes, federal and state regulations, ordinances, and contracts, except in cases of conflict of interest, in which case representation shall be of the District.
- r) Provide legal assistance in the drafting of legal documents, rules and regulations, applications, contracts, and all other legal or quasi-legal papers upon request.
- s) Serve as a source of informal, preventative legal counseling for administrative staff, and attend staff meetings as directed by the Board of Supervisors.
- t) Coordinate work performed by outside counsel in preparing, planning, and representing the General Manager, the District, or District employees in litigation.
- u) Coordinate with District administration staff development on legal matters that pertain to the overall administration of the District.
- v) Provide assistance to any firm contracted to conduct foreclosure of District liens for delinquent assessments on properties located within the District in accordance with District policies and as directed by the Board of Supervisors.
- w) Prepare resolutions for adoption by the Board of Supervisors for matters requiring Board action at all meetings of the Board of Supervisors or coordinate with outside counsel for preparation of same in matters involving specialized counsel.
- x) Assist in preparation and enactment of all necessary resolutions for all District funding mechanisms, including bond issues or other financing, for improvements to properties within the District, either through direct preparation or through

coordination with outside specialized counsel, inclusive of publication and preparation/ mailing of necessary notices to lot owners.

- y) Hold office hours at the District office totaling twenty (12) hours per month. ATTORNEY shall maintain office hours of at least three (3) hours on four (4) separate days each month as coordinated with the General Manager.
- z) Perform other incidental tasks consistent with the goals of this position.

EFFECTIVE DATE AND TERMINATION.

This Contract shall be effective as of 1 December 2023, and shall remain in full force and effect unless terminated by either party in writing with thirty (30) days written notice. If said termination is for cause it shall take place immediately. This Contract shall be renewed on an annual basis on the same terms and conditions without the need of formal Board approval, but any Standard Rate adjustment must be in writing and approved by the Board before becoming effective.

CONTRACT REVIEW AND RENEWAL.

Attorney's performance of services shall be reviewed by the District's Board of Supervisors and General Manager annually. Each member of the Board of Supervisors will provide feedback to the General Manager NLT 1 September annually, and the General Manager will conduct an official assessment by September 15th of a calendar year covered by this contract, shall be provided the Performance Evaluation Form attached hereto by the District's Secretary, and shall transmit the completed form to the District's secretary by the following October 15th. The District's secretary will compile a composite form of all Board of Supervisors' written evaluations, and will, by the time the agenda for the second District board meeting in October of a calendar year covered by this contract is provided to the members of the Board of Supervisors, include a copy of the Board of Supervisors' composite evaluation and a copy of the evaluation completed by the General Manager along with such agenda. The Board of Supervisors, General Manager and Attorney shall meet at the request of any single member of the Board of Supervisors or at the request of the General Manager to discuss the evaluation. The performance evaluation shall be considered at the second District meeting in October of a calendar year covered by this contract, or as soon thereafter as practicable. Should the District fail to review the Attorney's Contract and performance of services prior to thirty (30) days before the expiration of the principal contract term, the Contract shall be extended on a month-to-month basis until a new contract can be negotiated, unless otherwise agreed. Should the Board of Supervisors decide, by an affirmative vote of three members of the Board of Supervisors, that the Attorney's performance of services has not been satisfactory, the Board of Supervisors shall either give the Attorney thirty (30) days written notice the Contract will not be renewed, or written notice of conditions the Board of Supervisors require for the Contract to be extended beyond its expiration date. If the Contract is conditionally extended, the Board of Supervisors

may conduct such reviews it requires to determine if the conditions are being met. If such conditions are not met, the Contract shall be subject to immediate termination by a majority vote of the full Board of Supervisors.

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In the event the District, in its opinion, requires the services of a legal specialist, such specialist shall be separately retained and paid by District. Such specialist shall communicate with and coordinate with Attorney. This contract does not govern representation of District by a lead counsel provided by District's risk manager or insurance carrier.

BOND ISSUANCE.

The terms of this contract do not apply to representation of the District in the original issuance of securities.

CONFLICT.

In any circumstance where a conflict occurs or may occur between District and the General Manager, Attorney shall conduct himself so as to maintain its attorney-client relationship with District and avoid any conflict of interest. If at any time it becomes apparent to Attorney that such a conflict may exist, Attorney shall advise District and the General Manager as soon as possible. In the event of an unavoidable conflict of interest, Attorney shall assist District in securing competent legal counsel for any such matter.

NON-BILLABLE TIME.

Attorney shall not charge District for administrative secretarial time nor time expended in continuing and updating his education in matters relating to local government law unless prior approval is given by District.

LEGAL COSTS.

Attorney shall notify the General Manager of any estimated and/or actual costs to third parties associated with any legal issue to be handled directly by Attorney, prior to authorization to commence. District shall pay any such costs as soon as possible with direction received from Attorney as to amounts required to fund the directed activity. Attorney shall provide all documents necessary to account for such costs before District shall be required to provide the requested funds to any third-party.

MALPRACTICE AND/OR PROFESSIONAL INSURANCE.

At all times pertinent to this Agreement, Attorney shall maintain Malpractice and/or Professional Negligence in the minimum amount of \$500,000 per claim with a \$1,000,000.00 total limit and shall deliver a certificate of insurance or a copy of the declaration sheet from the insurance policy specifying such limits to the District at 5306 Sun ‘n Lakes Boulevard, Sebring, Florida 33872 upon written request.

AVAILABILITY.

Attorney agrees to make himself available as requested between the hours of 8:30 A.M. to 5:00 P.M. on business days to receive phone calls or be available at the District office to handle inquiries for such periods of time as the General Manager deems to be reasonably necessary. District shall provide office space for use by Attorney and an official district email account and automation to address any issues of District concern and to hold office hours as detailed herein.

LITIGATION.

Attorney shall obtain District approval prior to initiating or referring any legal action on behalf of District. In the event of an emergency, or in the event an appropriately noticed District meeting cannot be held to obtain such approval, Attorney shall confer with the President of the District Board of Supervisors and the General Manager to obtain direction. In that event, Attorney shall report such action to District at the next scheduled District meeting, at which time the action taken shall be ratified or rejected by vote of the Board of Supervisors.

EVALUATION CRITERIA

One selection will be made from the proposer/bidder who is deemed to be the best suited among those submitting proposals on the basis of the evaluation factors listed below. Proposer/Bidder shall be descriptive in their proposal on each of, but not limited to, the areas listed below.

Once the District has reviewed the submitted proposals, the District selection committee will use the criteria listed below to evaluate each proposal separately. These criteria are in no particular order.

1. Value.
- 2.. References.
3. Relevant experience providing similar services with commercial and public sector clients.
4. Quality and conciseness of proposals.
5. Work preformed in Sun ‘N Lake previously
6. General Managers summary and recommendation

END OF EVALUATION CRITERIA

**SUN 'N LAKE OF SEBRING
IMPROVEMENT DISTRICT**
General Counsel Services Agreement
PROPOSAL FORM
RFP NO. 23-04

To: Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, FL 33872

The undersigned hereby declares that after carefully examining these proposal documents, they are fully aware of all conditions affecting such work/items, for which proposals were advertised to be returned by 15 November 2023 and does hereby submit the following proposal for completion of said work/items. All changes must be initialed in ink.

FOR THIS PROPOSAL TO BE CONSIDERED VALID IT IS MANDATORY THAT THE PROPOSAL BE SIGNED IN THE SPACE PROVIDED

The Proposer: _____

A. Acknowledges receipt of:

- 1) Proposal Specifications
- 2) Addenda: No. _____ Dated _____
No. _____ Dated _____

B. Has examined the Proposal Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

As requested in the General Conditions, attached are two marked duplicate copies of the original Proposal Form and ALL attachments. ___ Yes ___ No (check one)

Attached, as required in the General Specifications section, is the List of References. ___ Yes ___ No (check one)

Proposal Option # _____ (if more than one option is being submitted by one vendor)

Services to be provided for a proposed price of \$ _____ . ___ US Dollars, per Billable Hour. Billed Monthly in 1/10th increments.

This proposal will be good for a minimum of _____ days from the proposal date.
(Such period shall not be less than 120 days from the proposal date.)

The District reserves the right to accept any or all proposals, to waive informalities, and to reject all or any part of any proposal as they may deem to be in the best interest of the District.

This Proposal Form is a mandatory form to ease tabulation and analysis; however, it can be accompanied by additional support forms. An officer or representative who has official authorization to sign proposals **MUST** sign this Proposal Form. Failure to sign in the space provided below will result in the Proposal being rejected.

Company Name _____
FEIN or SS# _____
Name of Owner/Partner/Officer and Title _____
Signature of Owner/Partner/Officer _____ Date: _____
Business Telephone _____ Fax: _____
Business Address _____
City/State/Zip _____

(please place copy of this sheet on top of proposal submittal for easy access at bid opening)

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer that has submitted the attached proposal;
Title Company Name

2. He/She is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Sun 'n Lake of Sebring Improvement District, Sebring, Florida or any person interested in the proposed Contract.

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

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2023.

Notary Public, State of Florida

My Commission Expires

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the Sun ‘n Lake of Sebring Improvement District, RFP # 23-04 General Counsel Services Agreement

Firm

Date

Authorized Signature and Title

Printed or Typed Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

**SAMPLE AGREEMENT FORM
CONTRACT**

THIS IS AN AGREEMENT between the SUN'N LAKE OF SEBRING IMPROVEMENT DISTRICT, a special taxing District of the State of Florida and Highlands County (herein called "District") and <<CONTRACTOR>> (herein called "Vendor" or "Contractor").

1. PREMISE

District would like for CONTRACTOR to provide equipment as defined herein and CONTRACTOR would like to do so on the terms and conditions set forth herein and in accordance with the Request for Bids or Proposals, the plans, the specifications, the Bid Form, General Terms and Conditions, Special Conditions and all Bid and Contract Documents, which are collectively made a part of this Contract and in part attached as Exhibit A. CONTRACTOR agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to provide the equipment.

2. Project (herein collectively called the "Project" or the "Work")

RFP # 23-04 – General Counsel Services Agreement

3. CONTRACT PRICE

District shall pay to Contractor the sum of <<CONTRACT AMOUNT WRITTEN>> Dollars (\$<<NUMERICAL CONTRACT AMOUNT) as the total price for the completion of the Project, subject to increase or decrease as provided herein.

4. NOTICES

Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

CONTRACTOR:

District:

<<COMPANY NAME>>
<<PRIMARY CONTACT>>
<<ADDRESS>>
<<CITY, STATE ZIP>>
<<PHONE>>
<<FAX>>(fax)

Sun'n Lake of Sebring Improvement District
Raymond D. "Boz" Bossert Jr., General Manger
5306 Sun 'n Lake Boulevard
Sebring, Florida 33872
863-382-2196- ext. 100
863-382-2988 (fax)

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

5. PAYMENT

District shall pay Contractor upon a mutually agreeable payment schedule for Work completed. Upon Contractor's application for payment, the <<PROJECT MANAGER>>, or his designee(s), will make an inspection and, if the Work is found to be acceptable under the contract, they will submit the payment request to the District General Manager. The District Public Works Director and/or District Consulting Engineer shall have five working days to review the application for payment. Once approved the District shall have ten working days to process and issue the payment. A 10% retainer shall be retained until completion of project.

6. CHANGE ORDERS

The Contract Price and the Contract Time may be changed only by a written Change Order. The District, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents. The Contractor shall not change, alter, or delete in any manner, any portion of the Specifications without prior approval by the District.

7. CANCELLATION

The District may terminate this Contract for default if the Contractor has been found to have provided the service in an "unsatisfactory manner". An "unsatisfactory manner" includes, but is not limited to: Failure to supply exact services specified within the required service periods, providing sub-standard services, and/or the inability to maintain Bid prices for the term of the Contract. The District may further terminate this Contract if the Contractor fails to comply with any other provisions of the Contract. In such cases, the Contract shall be terminated in the following manner: The Contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected, the Contractor shall be found in default and the Contract shall be subject to immediate cancellation. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in

which the Contractor is in default. The Contractor will only be paid the Contract Price for service provided and accepted in accordance with the Specifications, terms and conditions set forth in the Contract.

8. UNUSUAL CONDITIONS

Should unforeseen circumstances encountered in the performance of the Work be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party, on condition that the claim is made in writing within a seven (7) calendar days after the first observance of the condition.

9. COMMENCEMENT AND COMPLETION DATES

Contractor hereby agrees to commence Work under this contract no later than <<START DATE>> and shall be responsible to achieve final delivery of the Product by <<COMPLETION DATE>>, with detailed deadlines outlined in the bid documents. CONTRACTOR shall be solely responsible for the means, methods, techniques utilized in the design and construction.

10. PENALTY

It is acknowledged that the CONTRACTOR's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the District to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the District of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against Contractor, in the event of delayed completion and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the District for payment of liquidated damages in the amount of N/A for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to District without limiting District's right to terminate this agreement for default as provided elsewhere herein.

11. LAWS AND REGULATIONS

The Contractor is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Contract. The failure to be familiar with applicable laws will in no way relieve the Contractor from responsibility. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

12. DRUG-FREE WORKPLACE

Contractor acknowledges that District is a drug-free work place. Contractor covenants that all employees of Contractor working upon District property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute section 440.102 (Chapter 440).

13. REQUIRED INSURANCE

Contractor shall provide, pay for, and maintain in force at all times during the Project, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to the District of the protection contained in the indemnification and hold harmless clauses of Section 25 of this agreement undertaken by Contractor and in compliance with the applicable provisions of this contract. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the indemnification and hold harmless clauses of Section 25 of this agreement by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect the District of by naming the District as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

The following coverage shall be provided:

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Each Disease, and One Million Dollars (\$1,000,000.00) Aggregate by Disease. All exemptions allowed by law must be specified in conjunction with the above specified requirements as applicable.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Bodily Injury Liability and Property Damage Liability. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the DISTRICT is named as an additional insured on such policies. Coverage shall include:

- (a) Premises/Operations Liability on an occurrence basis.
- (b) Independent contractors.
- (c) Product and Completed Operations Liability on an occurrence basis.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

- (f) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Owned vehicles, Non-owned and hired vehicles.

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide the District with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the District, Certificate(s) of Insurance and certified copies of all insurance policies evidencing the insurance coverage's required herein prior to notice to proceed by the District. Such certificate(s) shall reference this agreement. The certificate holder shall be the District.

14. TRANSFER OR ASSIGNMENT PROHIBITED

Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of District.

15. TAXES

Contractor shall pay at Contractor's expense, included as a part of the contract price, all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement.

16. RESPONSIBILITY FOR THOSE PERFORMING THE WORK

Contractor shall be responsible to District for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

18. SAFETY AND HEALTH REGULATIONS

Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and District's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber District's other real property.

19. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the District and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to reasonable fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the District or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore as a portion of the contract price.

20. DEFAULT

In any action brought by either party for the interpretation or enforcement of the obligations of the other party including District's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

21. BINDING EFFECT

This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

22. GOVERNING LAW AND LITIGATION

The Contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the Contract shall be exclusively in Highlands County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to pre-trial, trial, and appellate proceedings arising on and of such litigation.

23. UNAUTHORIZED ALIEN WORKERS

The Sun 'n Lake of Sebring Improvement District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA"). The District shall consider the employment by a 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(3) of the INA shall be grounds for unilateral cancellation of this Agreement by the District.

Employment Eligibility Verification

(a) *Definitions.* As used in this paragraph

Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, CONTRACTOR, or firm that furnishes supplies or services to or for Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) The Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within 3 business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the Contractor shall initiate verification of employment eligibility of all new hires of the Contractor who are working in the State of Florida, whether or not assigned to this Contract, within 3 business days after the date of hire.

(ii) *Employees assigned to this Contract.* For each employee assigned to this Contract, the Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of contract award or within 30 days after assignment to this Contract, whichever date is later.

(2) The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of the Contractor's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The Contractor is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Contractor through the E-Verify program.

(e) *Subcontracts.* The CONTRACTOR shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

24. MULTIPLE ORIGINALS

This contract is executed in multiple copies, each of which shall be deemed an original.

AGREED TO this ____ day of _____, 2023 .

SUN’N LAKE OF SEBRING IMPROVEMENT DISTRICT

Raymond D “Boz” Bossert Jr., General Manager

Date

CONTRACTOR:

<<AUTHORIZED COMPANY REPRESENTATIVE>>

Date

<<COMPANY NAME>>

Corporate Seal