

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH METRIC ENGINEERING FOR MISCELLANEOUS STORMWATER MANAGEMENT DESIGN SERVICES AND MISCELLANEOUS CIVIL DESIGN SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the *City of Altamonte Springs* conducted a competitive bidding process for the procurement of *Professional Engineering Services - Group A-Transportation Engineering & Transportation Planning and Group b-Comprehensive Planning & Land Development Code Regulations* and awarded a bid to *Metric Engineering*; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with *Metric Engineering* for *miscellaneous stormwater management design services and miscellaneous civil design services*;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between Metric Engineering and City of Altamonte Springs (Contract AP25003C), and enter into an agreement with Metric Engineering; for miscellaneous stormwater management design services and miscellaneous civil design services, in amount not to exceed \$400,000.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of October, 2025.

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Joseph M. Corradino, Mayor

Attest:

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Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

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Mitchell Bierman  
Village Attorney



## PINECREST

Office of the Village Manager

DATE: October 6, 2025

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution to approve a piggyback contract with the engineering consulting firm, Metric Engineering, to provide miscellaneous stormwater management design services and miscellaneous civil design services

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Attached for your consideration, please find the piggyback contract Metric Engineering has with the City of Altamonte Springs. By adding this firm, the Village expands its pool of qualified consultants to expedite the implementation of the Village's Master Plans for Transportation and Stormwater. This contract has a not to exceed limit of \$400,000.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to accept the proposal authorizing the work.



# MASTER AGREEMENT FOR PROFESSIONAL SERVICES

AP25003C

## Professional Engineering Services -Group A- Transportation Engineering & Transportation Planning

THIS AGREEMENT, made effective as of this 20th day of February 2025, between **CITY OF ALTAMONTE SPRINGS** (hereinafter referred to as "**Owner/City**") and **METRIC ENGINEERING, INC.** (hereinafter referred to as "**Consultant**"). Collectively "Owner/City" and "Consultant" are hereinafter referred to as "**Parties**".

### WITNESSETH:

WHEREAS **Owner** desires to employ the services of **Consultant** to perform the hereinafter described services in connection with **Solicitation No. RFP-25-003-CE, Professional Engineering Services - Group A- Transportation Engineering & Transportation Planning, Group B – Comprehensive Planning & Land Development Code Regulations** (hereinafter referred to as the "Project"),

AND WHEREAS **Consultant** desires to be so employed,

AND WHEREAS, the effective date of the contract will be the date indicated above and valid for two (2) years from the contract date. After the initial contract period of two (2) years, the contract may be renewed for two (2) additional renewal periods of two (2) years each if mutually agreed by both the City's Representatives (Procurement Manager and City's Project Manager) and the **Consultant**. The Fee Schedule may be amended upon contract renewal as agreed to by both the Procurement Manager and the City's Project Manager.

AND WHEREAS, upon expiration of this Agreement, no additional services may be negotiated under this Agreement, excepting those services, which are already in process but not completed shall continue to be governed by the terms of this Agreement until their completion.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

### 1. Scope of Services

- a. The nature, scope and schedule of the services to be performed by **Consultant** thereunder, to the satisfaction of **Owner**, shall be described in a written document herein called a Specific Authorization (SA) for each specific project containing the following minimum elements:
  - i. A narrative discussion of the proposed work including **Owner** directives, assumptions, sequence and description of task groups, description of deliverables (type and number), and time estimated for completion and shall include at least one interim milestone for purposes of performance measurement.
  - ii. A breakdown of fees proposed for the project work. This requirement shall be met regardless of compensation method for the Specific Project Authorization. Other billable



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amounts, such as sub-Contractors, reimbursables, etc. shall be explicitly shown on the breakdown.

- iii. A schedule for work and completion of the Specific Project Authorization. Schedule shall be as detailed as reasonably necessary so that **Owner** can balance workloads for city staff as well as multiple **Consultants**. The **Owner** may, based on the nature of the Specific Project Authorization, require the schedule to be submitted in electronic form (Microsoft® Project 2000 or as otherwise specified).
- b. The **Owner's** policy is that the Specific Project Authorization will generally reflect a turnkey approach to the project; the Services to be provided by the consultant should include all **Consultant** and Sub-consultant services required to complete the assigned project.
- c. **Owner** may, from time to time, authorize **Consultant** in writing to perform, in which event **Consultant** shall perform, services in connection with the Specific Project Authorization that are outside the scope of those set forth above. Any such Additional Services shall be governed by the provisions of this Agreement, unless otherwise set forth in writing and signed by **Owner** and **Consultant**.
- d. If the Specific Project Authorization is for a construction project, the Services will include bidding phase services and traditional construction administration services appropriate to the project.
- e. Generally, the Specific Project Authorization scope should include a provision for a Preliminary Design Report, Preliminary Engineering Report, or other similar report that serves to bridge the preliminary phase of the project and the final design phase(s) of the project. This report should document options considered and decisions made and approved. Scope shall provide for a scheduled review of the completed project, which shall be jointly conducted by the Project Managers for both the **Owner** and the **Consultant**. The matters to be reviewed and documented include, but are not limited to communications, quality, scheduling, budget and cost, and the **Owner's** overview of the project. The written product of this review shall be compiled and approved by the **Owner's** City Engineer, and by the **Consultant's** Principal-In-Charge, and upon approval shall form a permanent addition to the **Owner's** written records of the project. The final review is intended to form the basis for a continuous improvement in the professional relationship between the **Owner** and **Consultant**.

## 2. Time for Completion

- a. **Consultant** shall commence its Services as aforesaid upon the execution of the Specific Project Authorization and issuance of a City Purchase Order and shall complete the same in accordance



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with a negotiated and approved schedule set forth in the Specific Project Authorization as an attachment therein by reference that shall form the basis for establishing **Consultant's** performance and attainment of project milestones. It is understood that influences beyond the control of the **Consultant** or **Owner** may affect the approved schedule; however, it is incumbent upon both parties to notify the other in writing of any such influences that will affect the schedule as soon as known, and negotiate a revised schedule, if necessary. In the absence of such negotiated and mutually approved revisions, the most recent approved schedule and milestones shall prevail.

- b. Neither the **Owner** nor the **Consultant** shall be liable for failure to perform its obligations under this Agreement due to any circumstances beyond its reasonable control such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes and governmental laws, ordinances, rules or regulations. The **Owner** or the **Consultant** may suspend performance under this Agreement as a result of a force majeure event without being in default under this Agreement; provided, however, that upon removal of such force majeure, the **Owner** or the **Consultant**, as the case may be, shall resume performance as soon as reasonably possible.
- c. **Consultant** shall accelerate performance if directed by **Owner** after **Owner** determines that acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused in whole by **Consultant**, acceleration shall be at no cost to **Owner**. If acceleration is required as a result of delays or factors not caused by **Consultant**, such acceleration shall be compensated as an Additional service only to the extent that additional costs are required by the accelerated schedule.
- d. **The Consultant** shall be responsible for managing the professional services schedule and ensuring compliance with established milestones. **Consultant** shall issue an informal weekly project update by e-mail or other suitable method for each assigned project, which annotates progress, complete and incomplete tasks, and causes of any schedule slippage. For each milestone, **Owner** may retain ten percent (10%) of fees due, pending completion of the milestone. In the event of failure by the **Consultant** to meet the project milestone(s), the **Owner** will not compensate the **Consultant** the 10 percent (10%) retainage for that milestone as a penalty for failing to meet the milestone deadline. Failure by the **Owner** in whole to meet agreed review milestone(s) shall be automatically result in an extension of **Consultant's** completion date equal to the length of **Owner's** delay.
- e. It is the obligation of the **Consultant** to notify **Owner** of actions of the **Owner** that will result in delay or additional cost or expense. Failure to promptly notify **Owner** within ten (10) days shall result in the **Consultant** not being able to assert that **Owner** was the source of such delay. Any change, deletion, modification or additional work requested by **Owner**, which will result in any delay or additional expense, must be noticed to **Owner** immediately.



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### 3. CIP Project Budgets

- a. If deemed necessary for proper identification and determination of scope for the Services, **Owner** shall furnish the budgeted amount for a particular element of the City's Capital Improvement Plan (CIP) to be utilized in the execution of the Specific Project Authorization services. The intent of providing such information is so that **Consultant** may properly plan the design and construction elements of the Specific Project Authorization. Such amounts shall be referred to in this Agreement as the CIP Project Budget and will remain valid for a defined period of time as mutually agreed by **Consultant** and **Owner**. When appropriate, by prior mutual consent of **Owner** and **Consultant**, a bidding contingency not exceeding fifteen (15) percent may be included within the CIP Project Budget. If, upon mutual agreement of **Owner** and **Consultant**, the CIP Project Budget is clearly insufficient to provide for proper design and/or construction of the CIP Project, the amount may be revised or the Specific Project Authorization may be terminated.
- b. **Consultant** acknowledges that, if it has been provided with a mutually approved CIP Project Budget for each Specific Project Authorization, said amount is of the essence of each Specific Project Authorization and that **Consultant's** designs, plans and specifications must be undertaken and developed so that the CIP Project can be reasonably expected to be constructed within the CIP Project Budget. **Consultant** may make reasonable adjustments in the scope, extent and character of the Specific Project Authorization to the extent consistent with the requirements and sound engineering practices.
- c. **Consultant** shall perform any and all redesign work, as a part of its Specific Project Authorization scope as provided in Article 1 that may be required in order that the work being designed under the Specific Project Authorization may be constructed within the CIP Project Budget, provided that such redesign work is not necessitated primarily by negligent acts or omission of **Owner**. In the event any such redesign work is necessitated primarily by the negligent acts or omissions of **Owner**, then **Consultant** shall perform any such redesign work in accordance with the Additional Services provision of Article 2.
- d. In the event that no CIP Project Budget has been established prior to the execution of the Specific Project Authorization, the Specific Project Authorization scope may include development of such a budget for **Owner's** approval, if appropriate to the CIP Project. When approved by the **Owner**, the CIP Project Budget so developed shall be incorporated as stated above, and shall be adopted by **Consultant** as the CIP Project Budget.

### 4. Quality Control / Quality Assurance Program



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- a. **Consultant** shall furnish to **Owner** one copy of the **Consultant's** QA/QC Program for any and all Specific Project Authorization prior to commencement of any work or issuance of any Specific Project Authorization. The QA/QC program shall apply for the life of this Agreement and shall address work by Sub-consultants. **Consultant** shall promptly issue to the **Owner** any updates or revision to the QA/QC program.
  - b. With each major milestone submittal, (e.g. engineering study, 100% plans, specifications, etc.), **Consultant** shall submit a written statement signed by the **Consultant's** Project Manager and contract Principal that the work being submitted was prepared in accordance with the **Consultant's** QA/QC program.
  - c. If merited by the Specific Project Authorization, an enhancement and/or clarification of **Consultant's** QA/QC Program as it relates to the work at hand may be required prior to commencement of any work or issuance of the Specific Project Authorization. **Consultant** shall notify **Owner** of the potential need for such enhancements and/or clarifications as part of the written narrative for the Specific Project Authorization.

### 5. Fees

- a. The **Owner** shall pay to the **Consultant**, for its Services as set forth in this agreement, and in each Specific Project Authorization as set forth in Exhibit A1 attached hereto and incorporated herein by reference. Each Specific Project Authorization shall be negotiated separately, and shall clearly identify the method of determining fees.
- b. Rates, as set forth in Exhibit A1, shall remain fixed for all Specific Project Authorization negotiated from the inception of this Agreement and running through the completion of any such Specific Project Authorization. Request for adjustment in the hourly rates set forth in Exhibit A1 to this Agreement, which are negotiated, must be submitted in writing and, if approved, shall become effective for all Specific Project Authorization negotiated on or after execution of a Contract Amendment to this Agreement. Generally, no change in hourly rates for previously negotiated Specific Project Authorization shall be allowed.
- c. Charges for reimbursable expenses and sub-consultant services shall be without surcharge. In the event of unusual requirements unique to a given Specific Project Authorization, **Consultant** may request a negotiated surcharge percentage for that Specific Project Authorization. Reimbursable surcharges shall conform to the guidelines established by Exhibit A2, attached hereto and incorporated herein by reference. Nothing in this paragraph shall be construed as to disallow reasonable charges by **Consultant** for managing the work of its sub-consultants.



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- d. Progress payments shall be made monthly based upon the percentage of services completed plus reimbursable expenses. **Consultant** shall invoice **Owner** on a monthly basis for services rendered during the preceding month plus Reimbursable Expenses. Invoices shall reflect ten percent (10%) retainage by the **Owner** of fees due for which milestones have not yet been achieved, if applicable. When milestones are complete, the next invoice shall reflect a reduction in retainage suitable for the milestone(s) completed.
  - e. Invoices shall include, at a minimum, the city Purchase Order Number, the Public Works Project Number, the city contract Number and the Date of the invoice at the top of each page. Each invoice shall clearly identify the billing period, and provide a brief descriptive summary of services performed for the period covered by the Progress Payment. Copies of relevant documentation must support reimbursable Expenses and Sub-consultant Fees; no payment shall be made in the absence of required supporting documentation. **Owner** shall furnish a suitable template for invoicing.
  - f. **Owner** shall pay each invoiced amount (or uncontested portion thereof) within 30 calendar days following its receipt of each invoice.
  - g. **Consultant** shall be compensated for any Services beyond those set forth in the Specific Project Authorization as Additional services per Article 1 of this Agreement, in such amount as the parties shall mutually agree in advance, such amounts to be invoiced and paid in accordance with the terms described herein; provided, however, that **Consultant** shall not be entitled to compensation for Additional Services unless **Consultant** has obtained prior written authorization of **Owner** to perform the same.
  - h. **Owner** retains the right to reduce any portion of Consultant's Specific Project Authorization scope as set forth in Article 1 of this Agreement. In such event, **Owner** shall be entitled to a proportionate reduction to the Fee.
  - i. All invoices will be submitted in one (1) original and two (2) complete copies and be submitted to the following address:

CITY OF ALTAMONTE SPRINGS  
City Requesting Dept. (as indicated on City Purchase Order)  
Attn: Name of City Project Manager  
225 Newburyport Avenue  
Altamonte Springs, FL 32701

**6. Books and Records**



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- a. Right to Audit Records: The City shall be entitled to audit the books and records of the **Consultant** or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any Specific Project Authorization.
- b. Records and Reports Retention: As required by Florida Statute, Chapter 119, the **Consultant** or any sub-contractor shall allow access to and retain records and reports pertaining to this contract as called for in the City's Solicitation Document under the paragraph entitled "Contractor Public Records Requirements - Contract for Services".

#### 7. Ownership of Documents

- a. Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by **Consultant** pursuant to this Agreement shall be and remain the sole and exclusive property of **Owner** when produced.
- b. **Consultant** shall deliver all such original work product to **Owner** upon completion thereof unless it is necessary for **Consultant**, in **Owner's** sole discretion, to retain possession for a longer period of time. Upon early termination of **Consultant's** services hereunder, **Consultant** shall deliver all such original work product whether complete or not. **Owner** shall have all rights to use any and all work product. **Consultant** shall retain copies for its permanent records, provided the same are not used without **Owner's** prior express written consent. **Consultant** agrees not to recreate any designs, or any other tangible work product contemplated by this agreement, or portions thereof, which is constructed or otherwise materialized, would be reasonably identifiable with the tangible work product produced by **Consultant** pursuant to this agreement or the project. If **Owner** modifies **Consultant's** original work product or uses **Consultant's** work product for any purpose other than its original intended purpose, the **Consultant** shall have no liability to **Owner** for any such modification or use.
- c. **Owner** exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for **Owner** as the author, creator, or inventor thereof upon creation, and **Owner** shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. **Consultant** hereby assigns to **Owner** any and all rights **Consultant** may have included, without limitation, the copyright, with respect to such work. **Consultant** acknowledges that **Owner** is the motivating factor for, and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

#### 8. Confidentiality of Material

**Consultant** may, during the course of its engagement hereunder, have access to, and acquire,



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knowledge of or from, materials, data, strategies, systems or other information relating to the Project or **Owner**, or its parent, affiliated, or related agencies, which may not be accessible or known to the general public. All such knowledge acquired by **Consultant** shall not be used, published or divulged by **Consultant** to any other person, firm or corporation, or in any advertising or promotion regarding **Consultant** or its services, or in any other manner or connection whatsoever without first having obtained the written permission of **Owner**, which permission **Owner** may withhold in its sole discretion. Any confidentiality issues, which may arise as matters of compliance with public records laws, shall immediately be referred to the City Clerk, which shall serve as the **Owner's** sole authority in such matters.

### 9. Insurance and Indemnification

- a. **Consultant** shall throughout the performance of its services pursuant to this agreement, maintain insurance coverage and limits as specified in the solicitation document.
- b. **Consultant** shall throughout the performance of its services pursuant to this agreement, indemnify as specified in the solicitation document

### 10. Representations.

**Consultant** hereby represents to **Owner** that it has the experience and skill to perform the services required to be performed by it hereunder; that it shall design to and comply with all applicable federal, state and local laws and codes, including, without limitation, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform said Services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of **Owner**; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of **Consultant** shall not call for the use of nor infringe any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from **Owner**.

### 11. Determination of Disputes.

Any dispute, difference claim or counterclaim between **Owner** and **Consultant** arising out of or in connection with this Agreement, which good faith the parties through good faith negotiations, cannot amicably resolve, shall first be submitted to nonbinding mediation for resolution. In the event these efforts are unsuccessful, the matter shall be submitted to the Circuit Court in and for Seminole County, Florida for trial and determination by the court sitting without jury. Said parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial.



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**12. Suspension or Termination**

Anything herein to the contrary notwithstanding, **Owner** shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to **Consultant**. In the event of termination, **Owner's** sole obligation and liability to **Consultant**, if any, shall be to pay to **Consultant** that portion of the fee earned by it, plus any earned amounts for Additional Services, based on the percentage of services completed, through the date of termination, plus any Reimbursable Expenses incurred (to the extent these are expressly allowed under Article 2).

This agreement may be terminated prior to the end of the Term, immediately, by either party, if the other party makes a general assignment for the benefit of creditors, shall have been adjudicated bankrupt, shall have filed a voluntary petition for bankruptcy or for reorganization, or effectuated a plan or similar arrangement with creditors, shall have filed an answer to a creditor's petition or a petition is filed against it for an adjudication in a bankruptcy or reorganization, or if the other party shall have applied for or permitted the employment of a receiver or a trustee or a custodian for any of its property or assets.

**13. Assignment**

This Agreement is for the personal services of **Consultant** and may not be assigned by **Consultant** in any fashion, whether by operation of law or by conveyance of any type including, without limitation, transfer of stock in **Consultant**, without the prior written consent of **Owner**, which consent **Owner** may withhold in its sole discretion.

**14. Notice**

- a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally or by mail, telex, cable or courier service and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to **Owner**:

Procurement Manager  
CITY OF ALTAMONTE SPRINGS, FLORIDA  
225 Newburyport Avenue  
Altamonte Springs, FL 32701  
B/F: 407-571-8080 / 407-571-8082  
E: [RSiaca@altamonte.org](mailto:RSiaca@altamonte.org)  
cc: Requesting Department Project Manager

If to **Consultant**:

Rolando Ramirez  
METRIC ENGINEERING, INC.



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525 Technology Park, #153  
Lake Mary, FL 32746  
B/F: 407.644.1898  
E: [Rolando.ramirez@metriceng.com](mailto:Rolando.ramirez@metriceng.com)

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.
- c. **Consultant** shall provide e-mail capabilities for **Consultant's** staff that allows **Owner** to exchange e-mail with specific employees and allows exchange of electronic files. **Consultant** shall establish and maintain a backup procedure for archiving and restoring all such electronic correspondence. No correspondence may be exchanged by e-mail, which requires an original signature, seal, or which is a "final" version of any document, drawing, image or work product; all such correspondence shall be transmitted only in original, printed, sealed or written form as appropriate.

No e-mail correspondence shall include any material which is confidential, proprietary, or which is relevant to any litigation. All material transmitted by e-mail is subject to the confidentiality requirements of this Agreement.

All materials transmitted to the **Owner** by e-mail are subject to public records laws. The City Clerk shall serve as the **Owner's** authority for the purpose of compliance in this matter.

**15. Promotion**

**Consultant** shall acquire no right under this agreement to use, and shall not use, the name of the **Owner** without **Owner's** prior express written consent. This shall not preclude use of the **Owner's** name as a professional reference.

**16. Sub-consultants/Separate Consultants**

- a. Any proposed Sub-consultant shall be submitted to **Owner** for written approval prior to **Consultant** entering into an agreement with a Sub-consultant not announced in **Consultant's** Proposal and/or Presentation.



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- b. **Consultant** shall coordinate the services and work product of any Sub-consultants, and remain fully responsible under the terms of this Agreement. **Consultant** shall be and remain responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by **Consultant** or its Sub-consultants. **Consultant** shall, without additional compensation, correct or revise any errors or deficiencies in the designs, drawings, specifications, or other services produced pursuant to this Agreement.
- c. Any Sub-consultant Agreement shall reflect the terms of this Agreement and require the Sub-consultant to assume performance of **Consultant's** duties commensurately with **Consultant's** duties to **Owner** under this Agreement, it being understood that nothing herein shall in any way relieve **Consultant** from any of its duties under this Agreement. **Consultant** shall require all Sub-consultants as a condition of employment to execute an agreement for Professional sub-consultant services that incorporates the elements attached hereto as Exhibit A3 and incorporated herein by reference.
- d. **Consultant** shall cooperate at all times with **Owner**, and cooperate and coordinate with and incorporate the work product of, any separate consultant in any fashion appropriate or necessary to facilitate the design and construction of any CIP Project within the CIP Project Budget and related schedule.

#### 17. Key Employees

- a. **Owner** has relied upon and hired **Consultant**, in part, because of the involvement of certain individuals employed by **Consultants** identified on Exhibit A4 attached hereto and incorporated herein by reference, and **Consultant** agrees that the persons listed on Exhibit A4 as Key Employees shall not be removed from the Project without prior written consent of **Owner**.
- b. The Key Employees listed on Exhibit A4 shall include at minimum, the Principal-In-Charge, the **Consultant's** assigned Project Manager(s), and the **Consultant's** assigned Project Engineers. Each Service shall include a similar disclosure that identifies the Key Employees assigned for the Services. Each Service shall identify the Key Employee designated by the **Consultant** as the **Owner's** point of contact for the Services.

#### 18. Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of Florida.

#### 19. E-Verify - Employment Eligibility

By entering into this agreement, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, F.S.



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Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to disqualifying you for award of this solicitation, entering into a contract, and/or, cancellation of an active contract, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the **Consultant**, the Consultant may not be allowed to do business with the **City** or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the **Consultant**.

### 20. Miscellaneous Provisions

- a. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions.
- b. Respecting the subject matter hereof, this Agreement, including all its exhibit hereto (A, A1, A2, A3, A4 and B) and incorporated herein, contains the entire Agreement of the parties and their representatives and agents, and incorporates all prior understandings, whether oral or written. No change, modification or amendment, nor any representation, promise or condition, nor any waiver, to this Agreement shall be binding unless in writing and signed by a duly authorized officer of the party to be changed.
- c. Any failure by **Owner** to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and **Owner** may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- d. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of **Owner** by **Consultant** from any and all claims, demands and causes of action for compensation for services, costs or expenses which **Consultant** may have against **Owner** in any way related to the subject matter of this Agreement. Neither the **Owner's** review, approval or acceptance of, nor payment for, any of the services required under this agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this agreement, and consultant shall be and remain liable to **Owner** in



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### Professional Engineering Services -Group A- Transportation Engineering & Transportation Planning

accordance with law for all damages to **Owner** caused by **Consultant's** performance of any of the services furnished pursuant to this Agreement.

- e. It is understood and agreed that **Consultant** is acting as an independent contractor in the performance of its services hereunder, and nothing herein contained shall be deemed to create an agency relationship between **Owner** and **Consultant**.
- f. The rights and remedies of **Owner** provided for under this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

#### CONSULTANT:

METRIC ENGINEERING, INC.  
525 Technology Park, #153  
Lake Mary, FL 32746

BY:

(Sign)

Rolando Ramirez, PE- Vice President

(Print Name and Title)

DATE:

1/10/2025

#### OWNER (CITY)

CITY OF ALTAMONTE SPRINGS  
225 Newburyport Avenue  
Altamonte Springs, FL 32701-3697

BY:

(Sign)

Pat Bates, Mayor

(Print Name & Title)

DATE:

1/21/2025



**MASTER AGREEMENT FOR PROFESSIONAL  
SERVICES  
AP25003C  
Professional Engineering Services -Group A-  
Transportation Engineering & Transportation  
Planning**

---

**SPECIFIC AUTHORIZATION**

**SUB-CONTRACT AP25003C? [to be assigned by Procurement]  
[insert sub-contract title]**

---

**I. PROJECT DESCRIPTION/SCOPE**

**II. TASKS/DUTIES**

A.

**III. DELIVERABLES**

**IV. COMPENSATION**

The total professional services compensation for the tasks/duties describe above is [insert total amount here and reference to any attached supporting documents].

(NOTE: Compensation shall be broken down by staff classification and the hourly rates set for in the Master Agreement, Exhibit A1)

**V. PROJECT TIME**

The project completion for the tasks/duties describe above is [insert #] calendar days from the Notice to Proceed date agreed to by both parties.

**VI. SUB-CONTRACT AMENDMENTS**

A formal contract amendment, signed by both parties, is required for any changes to this Specific Authorization.

**VII. RECORDS AND REPORTS RETENTION**

As required by Florida Statute, Chapter 119, the Consultant or any sub-contractor shall allow access to and retain records and reports pertaining to this sub-contract as called for in the City's Solicitation Document under the paragraph entitled "Contractor Public Records Requirements - Contract for Services".



# MASTER AGREEMENT FOR PROFESSIONAL SERVICES

AP25003C

**Professional Engineering Services -Group A-  
Transportation Engineering & Transportation  
Planning**

---

## CONSULTANT:

METRIC ENGINEERING, INC.  
525 Technology Park, #153  
Lake Mary, Florida 32746

BY:

\_\_\_\_\_  
(Sign)

Do Not Sign – Sample Only

\_\_\_\_\_  
(Print Name and Title)

DATE:

\_\_\_\_\_

## CITY

CITY OF ALTAMONTE SPRINGS  
225 Newburyport Avenue  
Altamonte Springs, FL 32701-3697

BY:

\_\_\_\_\_  
(Sign)

Pat Bates, Mayor  
(Print Name & Title)

DATE:

\_\_\_\_\_

# ***REQUEST FOR PROPOSAL DOCUMENTS***

**RFP-25-003-CE**

**PROFESSIONAL ENGINEERING SERVICES - GROUP A-  
TRANSPORTATION ENGINEERING & TRANSPORTATION  
PLANNING AND GROUP B-COMPREHENSIVE PLANNING  
& LAND DEVELOPMENT CODE REGULATIONS**

**Due: 11:00 a.m., Wednesday, December 4, 2024**

## **CITY OF ALTAMONTE SPRINGS**

City Hall, Suite 1030  
Procurement Division  
225 Newburyport Avenue  
Altamonte Springs FL 32701-3697

Solicitation Issued by: Roxana Siaca, Procurement Division Manager  
Office: 407-571-8080 Fax: (407)-571-8082  
Email: [RSiaca@Altamonte.org](mailto:RSiaca@Altamonte.org)

For Solicitation Documents and Updates Visit Our  
[Solicitation Posting](#) Website





**REQUEST FOR PROPOSAL**  
**RFP-25-003-CE**  
**PROFESSIONAL ENGINEERING SERVICES - GROUP A-**  
**TRANSPORTATION ENGINEERING &**  
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**CODE REGULATIONS**

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**TRANSPORTATION ENGINEERING &**  
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**FORMS AND ATTACHMENTS**

The following documents and forms are incorporated as part of the complete Solicitation package:

- CONFLICT OF INTEREST FORM
- NON-COLLUSION/LOBBYING CERTIFICATION FORM
- DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS CERTIFICATION
- FEDERAL PROCUREMENT STANDARDS (2 CFR 200.317-200.326)
- APPENDIX TO CFR PART 200
- ADDENDUM (issued as needed to all officially registered plan holders)



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## **1 PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS**

### **1.1 DEFINITIONS**

Whenever used in this Proposal, the Contract, or any other documents pertaining to the service where these specifications govern, the following terms are used. The intent and meaning will be interpreted as follows:

Addendum

A modification of the Solicitation Documents issued by the Procurement Division and distributed to prospective Proposers prior to the Proposal due date and time.

Additional Items Proposal Form

Information to be provided by the Proposer as requested in this Proposal

Aggrieved Proposer

The Proposer who is adversely affected by the award of a Proposal Contract to another Proposer and protests or appeals the decision.

Amendment/Change Order

An agreed addition to, deletion from, correction, or modification to the Contract.

City

The City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs, Florida 32701.

Contract

The written agreement between the City and the Successful Contractor for the performance of the services in accordance with the requirements of the Proposal Documents and for the payment at the agreed Contract negotiated price or adjusted as a result of an approved amendment/change order.

Contract Documents

The Proposal Documents, purchase order, Contract, and performance and payment bond, together with all Addenda, supplemental agreements and change orders.

Contract Sales Report

A report generated by the Contractor that contains a high level of information about contract sales, revenue and other information as requested by the City.

Contractor/Consultant



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Any individual or business awarded the Contract to furnish specified goods, services, or construction for an agreed-upon price.

**Evaluation Committee**

A committee established to conduct evaluations of proposals, interviews, and negotiations during the solicitation process for a specific product or service; usually composed of representatives from the functional area identified in the scope of work and may include a procurement professional.

**Price Form**

The document where the Proposer will submit pricing for this solicitation.

**Project Manager**

An authorized representative of the procuring department or Engineer, assigned to make any or all-necessary inspections of the work or services performed by the Contractor.

**Proposal**

The written submittal of a Proposer, submitted in the required format, to perform the services in accordance with the requirements of the Proposal Documents and stating the consideration, which the Proposer will require for so doing.

**Proposal Documents**

All documents associated with this solicitation.

**Proposal Label**

A label provided within the Proposal Documents for the ease of identifying a response to this solicitation.

**Proposal Response Format**

The format in which it is required to respond to the Proposal.

**Proposal Submittal Form**

The document that serves as the official offer presented to the City. This is a binding, required document that must signed by the Proposer and returned with the Proposal.

**Proposer**

A person or entity who submits a Proposal in response to the Request for Proposal for the services contemplated.

**Request for Proposal (RFP)**

The Proposal Document to solicit Proposals from potential providers (Proposers) for goods and services.



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**Solicitation**

An invitation to bid, a Request for Proposal, telephone calls, or any City issued document used to obtain quote, bids, or Proposals for the purpose of entering into a Contract.

**Solicitation Document**

The documents used for the intent of soliciting informal or formal responses to a City issued solicitation.

**Solicitation Tabulation/Proposer's Log**

The recording of responses to solicitations for the purposes of record keeping, comparison, or analysis by the City.

**Specifications**

The general term comprising all the scope of services, work, directions, requirements, provisions, and requirements contained within the Proposal Documents and any associated documents and resulting Contract, all describing the manner of performing the work or service, including detailed technical requirements, and prescribing the relations between the City and the Successful Proposer or Contractor.

**Successful Proposer**

The individual, partnership, or corporation to whom the Proposal and Contract is awarded.

**Tentative Calendar of Events**

Tentative dates relevant to the processing and award of this solicitation.

**User Fee**

A fee paid to the City based on a percentage of gross receipts from sales of a designated item category during a calendar month or fractional calendar month.

**VendorLink**

A third-party internet portal used by the City used to provide solicitation notifications and information to registered vendors.

**1.2 OFFICIAL SOLICITATION DOCUMENTS AND SOLICITATION SERVICE**

- 1.2.1 The "official" Solicitation document, including specifications, and Proposal Submittal Form, and solicitation posting are available from the City's Procurement Division or through the City's current contracted solicitation posting service company (VendorLink eSupplier).
- 1.2.2 Interested proposers should request the Solicitation documents directly from the City's Procurement Division (only—not through any other City dept./div.) or from the City's [Solicitation Posting](#) website.



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1.2.3 This is necessary to ensure that potential Proposers have a complete official-Solicitation package and to record interested Proposers' contact information for issuance of any addenda and receive solicitation status updates.

1.2.4 The City is **not** liable for any errors, omissions, etc. of solicitation postings or any Solicitation documents obtained from any party other than those listed above. The City is **not** responsible for the accuracy, completeness, or timeliness of any documentation or postings the Proposer receives from **any other source**.

**1.3 SOLICITATION UPDATES/STATUS**

The City staff will not provide solicitation updates or status information over the phone, by fax, or by e-mail. This information is available electronically. To obtain current information regarding this Solicitation visit our [Solicitation Posting](#) website.

**1.4 SUBMISSION OF PROPOSALS**

1.4.1 The Procurement Division shall receive responses to this Solicitation by the methods listed here no later than the deadline due date and time established within the Solicitation. Responses will not be accepted by any other means.

a. **Electronic Submissions (preferred method)**

Enter information and upload completed Forms/Documents using the City's online solicitation management portal (see the above paragraph entitled "Official Solicitation Documents and Solicitation Posting" Service". visit our [Solicitation Posting](#) website.

**Vendors will need to log in or create an account in advance of uploading submissions.**

When submitting an offer electronically through the Solicitation Posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will be put at a "draft" status and will not be accepted. Only bids that have a status of "Submitted" within VendorLink will be accepted for review.

It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time.

If technical difficulties arise during submission of the Solicitation response, it is the Submitting Vendor's responsibility to contact VendorLink technical support. For support, click on the "Help" link on the Solicitation Posting portal.

Should there be any technical issues with the Platform (not user/Vendor issues) that prevents any Vendor from submitting a response within the two (2) hours immediately before the due time, the solicitation due date and time may be extended through the issuance of an addendum by the City.



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The technical issue must be by the Platform provider (VendorLink) and affect all participating Vendors. The City shall verify the technical issue or unavailability of the Platform with VendorLink, the system provider. Technical issues localized to a single vendor will not be considered cause for an extension. City shall not be responsible for delays caused by any other occurrence.

b. **Delivered Submissions**

Deliver submissions to:

Via Mail or Hand Delivery to:  
Procurement Division  
City Hall, Suite 1030  
CITY OF ALTAMONTE SPRINGS  
225 Newburyport Avenue  
Altamonte Springs FL 32701-3697

If you mail in your response, it must reach our office before the deadline to be considered. Therefore, allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number and title, submittal due date and time, and the name and address of the submitting vendor, on the face of the envelope/package. Ensure that your submittal package is securely sealed in an opaque envelope/package to provide confidentiality of the submittal prior to the solicitation closing.

To ease and facilitate handling, the attached Submittal Label has been provided for your use. Usage of this Submittal Label will insure proper identification and handling of your submittal.

Delivered submittals will be received and officially recorded as received in the Procurement Division ONLY. The time/date stamp clock located in Procurement Division will serve as the official authority to determine the lateness of any submittal.

- 1.4.2 The City and the Solicitation Posting portal site will accept a wide variety of document types, such as Word, Excel, and PDF, though not all file formats are supported. You MAY NOT submit documents that are embedded (zip files), movies, wmp and mp3 files, or password-protected files, and printing must be enabled. Such actions may cause your submittal Submittals to be deemed as "Non-responsive".
- 1.4.3 Your submittal package may include but is not limited to, the Proposal Submittal Form, any other required forms, and each accompanying sheet on which an entry has been made by the submitting vendor.
- 1.4.4 It is the Proposer's responsibility to assure that the submittal is entered and posted online or delivered by the posted submission deadline. The delivery date and time will be scrupulously observed.



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- 1.4.5 The City will in no way be responsible for delays in the online system or delivery to the Procurement Division caused by delivery service (US Postal Service, FedEx, UPS, etc.), delivery to any other City office other than the above addresses, traffic, parking, location of facilities or office, or delays caused by any other occurrences.
- 1.4.6 Under no circumstances will Submittals received after the due date and time specified to be considered. Submittals received after the due date and time will be disqualified as late and will not be recorded as a responding vendor. Submittals delivered to the City will be returned to the Submitting Vendor unopened.
- 1.4.7 **Do not return the entire solicitation package.** Only the Proposal Submittal Form, any other required forms, and each accompanying sheet on which an entry has been made by the Submitting Vendor should be included in their Submittal package.
- 1.4.8 For Products Only: The Submitting Vendor represents that the product(s) to be furnished under this Solicitation is/are new and unused unless specifically so stated and that the quality has not deteriorated so as to impair its usefulness.
- 1.5 PREPARATION OF PROPOSALS**
- 1.5.1 The Proposer is solely responsible for reading and completely understanding the Solicitation documents and attachments (if any). Failure to do so will be at the Proposer's risk.
- 1.5.2 All Proposals submitted are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the Proposer are rejected and shall have no force and effect.
- 1.5.3 To be considered, Proposers must submit a complete response to this Solicitation, using the format provided described herein. The Proposer may furnish additional information as may be reasonably required. Proposals submitted in any other format could be disqualified.
- 1.5.4 Each Proposer will furnish the information required on the Proposal Submittal Form and each accompanying sheet thereof on which the Proposer makes an entry. All prices and blank spaces in the Proposal Submittal Form and accompanying sheets must be filled in legibly and correctly entered, typed, or written in ink. No erasures permitted and mistakes may be crossed out, corrections written adjacent, and must be initialed and dated in ink by the person signing the bid.
- 1.5.5 An officer or representative who has official authorization to sign proposals **MUST** sign the Proposal Submittal Form. All proposals must indicate the firm name and be signed by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled. If a proposal is submitted by an individual, the individual must sign his name therein and state his business address and the name and address of every other person interested in the proposal as principal. If a firm or partnership submits a proposal, its name and business address must be stated as well as the name and address of each member of the firm or partnership. If a corporation submits a proposal, some authorized officer or agent,



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subscribing the name of the corporation with his own name and affixing the corporation seal, must sign the proposal. Moreover, the contents of the proposal of the successful bidder may become contractual obligations if a contract is entered into.

1.5.6 An unsigned proposal is not a valid offer and therefore must be signed to be considered by the City.

**1.6 ELECTRONIC SIGNATURES**

In accordance with Section 668.001 through 668.06, Florida Statutes, the City will accept electronically filed and signed documents in regard to the execution of contracts and contract-related documents meeting the requirements as stated in the City's Procurement Policy.

**1.7 EXCEPTIONS TAKEN TO SOLICITATION DOCUMENTS**

In the event you elect to respond to this Solicitation, but must take exceptions to anything contained in the Solicitation documents, the Proposer will be required to provide, with their submittal, a written statement as to what and why the Proposer is taking exception. However, Proposers taking exceptions may be deemed non-responsive by the City depending on the nature of the exception.

**1.8 WITHDRAWAL OR CORRECTION OF PROPOSAL SUBMITTALS**

1.8.1 Proposals may be corrected or withdrawn prior to the submittal deadline. If submitting "Online" the Proposer may update their submittal. If the submittal has been delivered to the City, a written request may be made before the submittal deadline from the Proposer. The City will only consider the latest proposal submitted.

1.8.2 After the proposal submission deadline, a Proposer cannot withdraw or correct a proposal. Negligence on the part of the Proposer in preparing a proposal is not grounds for withdrawal or modification of a proposal after the proposal submittal deadline. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable and in force for ninety (90) calendar days after when the proposal submittal deadline. Proposers may not assign or otherwise transfer their proposal.

**1.9 CONTACT PERSON CONCERNING THIS SOLICITATION**

1.9.1 Proposers are advised that from the date of release of this Solicitation until the award of the contract, NO contact with City staff and/or designated Selection Committee members concerning this Solicitation is permitted, except as authorized by the contact person designated below.

1.9.2 Any Request for Information (i.e. questions, interpretations, comments, request for additional information, clarifications, or corrections), must be in writing by email (preferred method) or fax:

Roxana Siaca, Procurement Division Manager  
E-Mail Address: [RSiaca@Altamonte.org](mailto:RSiaca@Altamonte.org)  
Fax Phone #: (407)571-8082



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- 1.9.3 These inquiries must be received in the Procurement Division no later than 11:00am, November 27, 2024 in order to provide adequate response time to queries and issue an addendum, if necessary.
- 1.9.4 This office will forward questions to the appropriate City employee. All potential Proposers are **not** to contact any member of the Altamonte Springs staff or officials other than the above-specified contact person unless explicitly authorized by this office. Such communications initiated by the Proposer shall be grounds for disqualifying the offending Proposer from consideration for the award of this Solicitation and/or any future solicitations.

**1.10 ADDENDUM**

- 1.10.1 No interpretation of the meaning of the Solicitation documents, attachments (if any), or no any other related documents, or correction of any apparent ambiguity, inconsistency, or error therein, will be made to any potential Proposer verbally.
- 1.10.2 Only the interpretation or correction given and issued thru written addendum by the Procurement Division will be binding, and potential proposers are warned that no other source is authorized to give information concerning, or explaining or interpreting the Solicitation documents. Where there appears to be a conflict between the Solicitation and any Addendum issued, the last Addendum issued shall prevail.
- 1.10.3 Changes to this Solicitation, when deemed necessary by the City, will be completed only by written Addendum(s) issued prior to the proposal submittal deadline. Addendums to the Solicitation will be posted on the City's Purchasing Department website (see the above paragraph entitled "Solicitation Updates/Status") as they are issued. It is the sole responsibility of Proposers to routinely check this website for any Addendum that may have been issued prior to the submittal deadline for receipt of proposals.
- 1.10.4 It is the Proposer's sole responsibility to assure and acknowledge receipt of all Addendums. Proposers should acknowledge the receipt of all addenda as part of their proposal. In case any Proposer fails to acknowledge receipts of any such addendum in the space provided on the Proposal Submittal Form, the proposal will nevertheless be construed as though the addenda have been received and acknowledged, and the submission of the proposal will constitute acknowledgment of the receipt of addenda.

**1.11 PUBLIC OPENING**

- 1.11.1 There will **not** be a public opening of the proposals received by the Solicitation submittal deadline.

**1.12 SOLICITATION TABULATION**

- 1.12.1 City staff will not give submittal results over the phone. The Solicitation Tabulation or Bidder's Log is typically made available 48 hours after the submittal deadline. To obtain this information, see the above paragraph entitled "Solicitation Updates/Status".



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1.12.2 Proposal submittals will be closed for public inspection for up to 30 days following the due date or when a recommendation for an award has been posted (whichever comes first).

**1.13 DELIVERY**

Time of delivery is of the essence in the performance of the contract, and failure to perform in accordance with the agreed completion deadline(s) set forth in the Solicitation and/or contract document will constitute default. Unless a written extension is obtained from the City prior to the completion deadline(s), there will be no excuse for untimely performance. The granting and duration of extensions will be subject to the exclusive discretion of the City.

**1.14 RESERVED RIGHTS OF THE CITY**

1.14.1 The City may, at its sole and absolute discretion, reject any and all, or parts of any (unless the Proposer qualifies his proposal by specific limitations such as "All or None") and all proposals; postpone or cancel, at any time, this RFP process; or re-advertise this Solicitation.

1.14.2 The City reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than the substance of the Solicitation documents, which can be waived or corrected without prejudice to the Proposer. No officer or agent of the City is authorized to waive this reservation.

1.14.3 Unless all proposals are rejected, an award shall be made to that Proposer whose proposal, conforming to the Solicitation, in the judgment of the City, will be most advantageous to the City, price/cost, and other factors considered.

1.14.4 The City reserves the right to investigate the qualifications of the Proposer as deemed appropriate.

**1.15 TAXES**

1.15.1 The City is exempt from state and local sales tax when payment is made directly by the City (Florida Statute Ch. 212.08(6)). This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents by the City when such tangible personal property goes into or becomes a part of public works owned by the City. The City of Altamonte Springs, Florida has the following tax-exempt certificates assigned:

➤ Certificate of Registry No. 59-6000263 for tax-free transactions under Chapter 32, Internal Revenue Codes.

➤ Florida Sales & Use Tax Exemption Certificate No. 85-8012740082C-1 (expires 06/30/2027).

1.15.2 As an independent entity, the Proposer, if awarded the contract, shall be responsible for payment of all federal, state, and local taxes of all types and kinds applicable to such fees incurred under this Agreement.

**1.16 DEFAULT**



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As a result of proposals received under this Solicitation, the award of the proposal/contract may be based, in whole or in part, on the selection criteria set forth in this Solicitation. Accordingly, should the successful proposer/contractor not meet the completion deadline(s) set forth in the Solicitation and/or contract or should the successful proposer/contractor fail to perform any of the other provisions of the Solicitation and/or contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Bidder in default and terminating the contract in whole or in part, the City may procure services from another firm and the Contractor will be liable to the City for any excess costs, including but not limited to any reasonable attorney fees should any element of default be litigated in court or disputed in such a manner that requires the services of an attorney, resulting there from. Where the Contractor fails to comply with any part of the Solicitation and/or contract, except for completion deadlines, the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specific period of time. Such notification will not constitute a waiver of any of the City's rights and remedies hereunder.

**1.17 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION**

By submission of a Proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as its own organization, that in connection with this procurement no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting or limiting competition.

**1.18 QUALIFICATIONS OF PROPOSERS**

- 1.18.1 The City reserves the right, before awarding the Proposal, to require a Proposer to submit such evidence of its qualification(s) as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Proposer. Proposers may be required to show that they have had experience in work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years.
- 1.18.2 All Proposers to this Solicitation shall have demonstrated experience in successfully supplying relevant services and shall meet all criteria/requirements identified in this Solicitation.

**1.19 DISQUALIFICATION OF PROPOSERS**

- 1.19.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of his proposal:
- A. Failure to sign the Proposal Submittal Form.
  - B. Submission of more than one proposal for the same services by an individual, firm, joint venture, partnership, or corporation under the same or different names;
  - C. Evidence of collusion among Proposers;



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- D. Previous participation in collusion on services/work for the City of Altamonte Springs, Florida;
- E. Lack of competency of Proposer. The contract will be awarded only to a Proposer rated as capable of performing the services/work. The City may declare any Proposer ineligible at any time during the process of receiving proposals or awarding the proposal where developments arise which, in the opinion of the City, adversely affect the Proposer's responsibility; however, the Proposer will be given an opportunity by the City to present additional evidence before final action is taken;
- F. Lack of Proposers' responsibility as shown by past performance;
- G. Unsatisfactory Performance/Uncompleted work for which the Proposer is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this Solicitation if awarded to such Proposer;
- H. Being in arrears on any of its existing contracts with the City, or in litigation with the City, or having defaulted on a previous proposal and/or contract with the City.

**1.20 REJECTION OF IRREGULAR PROPOSALS**

Proposals will be considered irregular and may be rejected if they show omissions, alteration of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of proposals, or to reject any or all proposals.

**1.21 AWARD OF PROPOSAL**

- 1.21.1 The Proposal, if awarded, will be awarded to that responsible Proposer whose Proposal will be most advantageous to the City.
- 1.21.2 The tentative award recommendation posting date is in the Tentative Calendar of Events paragraph in the General Information for Proposer Section and on the Proposal Tabulation. However, this date is subject to change.
- 1.21.3 It will be the responsibility of the Proposer to visit the City's solicitation posting website (see above paragraph entitled "Solicitation Updates/Status") for award recommendation and award approval documents and updates.
- 1.21.4 If an aggrieved Proposer has any questions or concerns regarding the City's evaluation and Award Recommendation, they must submit their questions or concerns in writing to the Procurement Manager by 4:30 p.m. of the business day prior to the City Commission meeting. Questions or concerns not submitted to the Procurement Manager first may not be considered at the Commission meeting.

**1.22 DRUG-FREE WORKPLACE PROGRAM PREFERENCE**

- 1.22.1 In accordance with Section 287.087, Florida Statutes, "Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply



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received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.”.

- 1.22.2 Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.
- 1.22.3 In order to have a drug-free workplace program, a business shall comply with the requirements as established in the statute. If your business complies with these requirements and would like to be given preference, in case of a tie, then the vendor(s) will be asked to complete a "Drug-Free Workplace Program Certification Form." The bidder **is not required** to complete the form at this time.

**1.23 PUBLIC ENTITY CRIME STATEMENT**

In accordance with paragraph (2)(a) of Section 287.133, Florida Statutes, " 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.."

**1.24 PUBLIC RECORDS – SOLICITATION SUBMITTAL INFORMATION AND DOCUMENTS**

Florida law ([Florida Statute 119](#), the Public Records Law) requires that municipal records shall at all times be open for personal inspection by any person. Information and materials received by City in connection with a solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Submitter believes any of the information contained in their response is exempt from the Public Records Law, then the Submitter, must in their response, specifically identify the material, which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Submitter agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

**1.25 PUBLIC MEETING AND NOTICES**

In accordance with Florida Statute 286.011, all meetings, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action will be considered binding except as taken or made at such meeting. Reasonable notice of the meeting is provided in the Tentative Calendar of Events paragraph in the General Information for Proposer Section.



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**1.26 TO APPEAL ANY MEETING OR DECISION MADE**

Persons are advised if they wish to appeal any meeting or decision made concerning this bid, they will need a record of the proceeding, and for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made, per Chapter 80-150, Laws of Florida. The City does not provide this verbatim record. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk Department ADA Coordinator 72 hours in advance of the meeting at (407) 571-8122 (VOICE) or (407) 571-8126 (TTY) or email: [cityclerk@altamonte.org](mailto:cityclerk@altamonte.org).

**1.27 OBSERVE ABOVE INSTRUCTIONS**

Failure to observe any of the above instructions and conditions may constitute grounds for rejection of your proposal.

**1.28 PRIORITY OF SPECIFICATIONS**

In the event of conflicts or inconsistencies in the proposal documents, priority will be given to the requirements in the Technical Specifications then the Proposal Instructions, Terms, and Conditions.

**1.29 TIME EXTENSION OF PROPOSAL**

In addition, the Board of City Commissioners, Altamonte Springs, Florida, reserves the option to extend the time period of the proposal, including all terms and conditions of the Solicitation documents. Such time extension will be by mutual agreement in writing.



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## **2 GENERAL INFORMATION FOR THE PROPOSER**

### **2.1 PURPOSE**

- 2.1.1 This Solicitation provides interested proposers with sufficient information to enable them to prepare and submit proposals for consideration by the City.
- 2.1.2 The City is accepting proposals from qualified firms to provide professional services as described herein. Any contracts, which may be executed between the City and any firm(s) as a result of this Solicitation, will be limited to the scope as described herein. The City will incur no other obligations, expressed or implied.
- 2.1.3 This solicitation contains instructions governing the proposals to be provided, requirements that must be met to be eligible for consideration, general evaluation criteria, and other requirements to be met by each proposal.

### **2.2 ISSUING OFFICE**

The City's Procurement Division issues this Solicitation.

### **2.3 SCOPE**

This Solicitation contains instructions governing the proposals to be provided, requirements which must be met to be eligible for consideration, general evaluation criteria, and other requirements to be met by each proposal.

### **2.4 GRANT FUNDING COMPLIANCE**

- 2.4.1 Funding for the service described herein may be partially provided by the United States Federal Government. As such, all applicable federal guidelines, including, but not limited to the following are hereby incorporated herein by reference. The Contractor shall abide by all applicable federal guidelines at all times throughout the execution and completion of this project.
  - A. Procurement Standards – 2 CFR 200.317 through 200.327
  - B. Appendix II to 2 CFR Part 200 – Contract Provisions For Non-Federal Entity Contracts Under Federal Awards
  - C. NRCS Supplement to OSHA Parts 1910 and 1926
  - D. FEMA requirements and clauses.

### **2.5 TIMETABLE**

For this Solicitation the City is following the timetable listed below which is subject to change with or without notice.



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| RFP SCHEDULE – <b><u>WITHOUT</u></b> SHORT LIST AND PRESENTATIONS |                                                                                                                                                                                                                        |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11:00 am, Wednesday, November 27, 2024                            | Questions regarding this proposal due in Procurement Division Office                                                                                                                                                   |
| 11:00 am, Monday, December 2, 2024                                | Addendum deadline                                                                                                                                                                                                      |
| 11:00am, Wednesday, December 4, 2024                              | RFP closing date; all proposals due on this date and time                                                                                                                                                              |
| 10:00am, Thursday, December 19, 2024                              | Evaluation of written proposals completed<br>Virtual (Webex) Link will be provided closer to the meeting date.<br>Or<br>Procurement Office,<br>225 Newburyport Ave.<br>Altamonte Springs, FL 32701<br>(Public Meeting) |
| Monday, December 30, 2024                                         | Award Recommendation Posted                                                                                                                                                                                            |
| 7:00pm, Tuesday, January 7, 2025                                  | City Commission approval of Evaluation Committee ranking                                                                                                                                                               |

| RFP SCHEDULE – <b><u>WITH</u></b> SHORT LIST AND PRESENTATIONS |                                                                      |
|----------------------------------------------------------------|----------------------------------------------------------------------|
| 11:00 am, Wednesday, November 27, 2024                         | Questions regarding this proposal due in Procurement Division Office |
| 11:00 am, Monday, December 2, 2024                             | Addendum deadline                                                    |
| 11:00am, Wednesday, December 4, 2024                           | RFP closing date; all proposals due on this date and time            |



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| RFP SCHEDULE – <b>WITH</b> SHORT LIST AND PRESENTATIONS |                                                                                                                                                                                                                        |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10:00am, Thursday, December 19, 2024                    | Evaluation of written proposals completed<br>Virtual (Webex) Link will be provided closer to the meeting date.<br>Or<br>Procurement Office,<br>225 Newburyport Ave.<br>Altamonte Springs, FL 32701<br>(Public Meeting) |
| TBD                                                     | Presentations/Interviews from short-listed firms<br><br>Location and Time– To Be Determined                                                                                                                            |
| Monday, January 13, 2025                                | Award Recommendation Posted                                                                                                                                                                                            |
| 7:00pm, Tuesday, January 21, 2025                       | City Commission approval of Evaluation Committee ranking                                                                                                                                                               |

**2.6 REFERENCES**

References submitted by firms in response to the Solicitation will be specific, relevant to the scope, and recent (generally within the past three years except as noted).

**2.7 INCURRING COSTS**

The City will not be held liable for any costs incurred by a firm in the preparation and submission of a proposal relative to this Solicitation or any cost incurred by firms prior to execution of a contract agreement.

**2.8 ECONOMY OF PREPARATION**

Proposals should be simple and economical, providing a straightforward, concise description of the firm's ability to meet the requirements of the Solicitation following the format described herein.

**2.9 DISCLOSURE OF PROPOSAL CONTENTS**

All material submitted becomes the property of the City. The City has the right to use any or all ideas presented in any reply to the Solicitation. Selection or rejection of the proposal does not affect this right.

**2.10 PRIME FIRM RESPONSIBILITIES**

The selected firm will be required to assume responsibility for all services offered in their proposal



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whether or not they produce them. Further, the City will consider the selected firm to be the sole point of contact with regard to contractual matters.

**2.11 RESERVATIONS**

- 2.11.1 The City reserves the right to delete or amend any of the services as listed and described herein.
- 2.11.2 The City reserves the right to cancel the contract at any time. The City will pay the contractor for services rendered and out-of-pocket costs incurred through the date of cancellation.

**2.12 SELECTION COMMITTEE**

The City will establish a selection committee, which will review all written proposals. The City's Selection Committee, at its sole option, may require presentations from the top ranked firms in order to refine the ranking of the top-ranked firms. When presentations are deemed appropriate, the Committee should evaluate the firm(s) based on the same criteria set forth in the RFP. The City will notify the firms If a different or additional criteria will be used to evaluate the short-listed firms during their presentations The selection committee will establish the ranking of firms and recommend to the City Commission negotiation of a contract with the top-ranked firm.

**2.13 CONTRACT NEGOTIATIONS**

- 2.13.1 The content of the Solicitation and the successful contractor's proposal will become an integral part of the contract but may be modified by the provisions of the contract. The top ranked firm will be contacted to begin contract negotiations.
- 2.13.2 If a satisfactory contract cannot be negotiated with the top-ranked firm, negotiations will be formally terminated. Contract negotiations then may be started with the next ranked firm.

**2.14 CONTRACT**

- 2.14.1 Once a contract has been successfully negotiated, the selected contractor will be expected to enter into a formal agreement at the rate agreed upon.
- 2.14.2 The successfully negotiated contract, submitted in two (2) original sets, will be presented to the Mayor for execution. One (1) original signed contract, together with an official City Purchase Order(s) will be returned to the firm. No work is authorized until the firm receives the Purchase Order(s) and is subsequently directed to proceed by the City.

**2.15 ADDITIONAL TERMS AND CONDITIONS**

Unless expressly accepted by the City, only the terms and conditions in this document shall apply. No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, or warranties. It is understood and agreed that the general and/or any special conditions in this document are the only conditions applicable to this



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proposal and the proposer's authorized signature on the Proposal Submittal Form attests to this. Exceptions to the terms and conditions will not be accepted.

**2.16 CONTRACTOR PUBLIC RECORDS REQUIREMENTS - FOR SERVICES**

2.16.1 The City of Altamonte Springs is a public agency subject to [Florida Statute, Chapter 119](#) (Florida's Public Records Law). The Contractor that enters into a contract for services with a public agency shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the City in order to perform the service.
- B. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- D. Upon completion of the contract, the Contractor will transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- E. During the term of the contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Finance Department. The Contractor agrees to make available to the City's Finance Department, during normal business hours and in Seminole County, all books of account, reports, and records relating to this contract.

**F. PUBLIC RECORDS CUSTODIAN**

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:**



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**City Clerk**  
**225 Newburyport Avenue**  
**Altamonte Springs, Florida 32701**  
**(407)571-8122**  
[\*\*AApperson@altamonte.org\*\*](mailto:AApperson@altamonte.org)

- G. The Contractor acknowledges that the City of Altamonte Springs cannot and will not provide legal advice or business advice to the Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the City of Altamonte Springs or its City Attorney to provide such business or legal advice and that Contractor has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement and shall be grounds for termination pursuant to the termination provisions outlined in the contract, solicitation, and/or City purchase order.**
- H. A definition of “public records” can be found in [Florida Statute, Chapter 119](#).**
- I. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule](#) Number GS1-SL for State and Local Government Agencies.**

**2.17 E-VERIFY - EMPLOYMENT ELIGIBILITY**

- 2.17.1 By submitting a response to this Solicitation and if awarded this Solicitation, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility."**
- 2.17.2 Further, by your response to this Solicitation and if awarded this Solicitation you affirm and represent that you are registered with the E-Verify system and are using the same, and will continue to use same as required by Section 448.095, F.S.**
- 2.17.3 Compliance with Section 448.095 includes but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.**
- 2.17.4 Failure to comply will lead to disqualifying you for award of this Solicitation, entering into a contract, and/or, cancellation of an active contract, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately.**



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2.17.5 Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/Contractor, the Vendor/Contractor may not be allowed to do business with the City or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/Contractor.



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### **3 INSURANCE REQUIREMENTS SPECIFICATIONS**

#### **3.1 REQUIRED COVERAGE AND LIMITS**

3.1.1 To assure that the bidder has the insurance specified, the bidder is suggested to send this “Insurance Requirement Specifications” section, in its entirety, to their insurance agent(s) prior to submitting a bid. The insurance agent should inform the bidder if the bidder does not meet the insurance requirements and provide the bidder with an estimated cost to secure the required insurance. In the event the bidder does not hold all the limits required below, the bidder shall submit a letter from their insurance carrier that the coverages and limits are obtainable if the bidder is awarded the contract. The bidder should include the cost to secure additional insurance in their bid price. By submission of a bid to the City, the bidder has or agrees to obtain the insurance specified if the bidder is awarded the solicitation.

3.1.2 Insurance Requirements for this proposal are as follows [add and delete types below]:

- A. Worker's Compensation: Florida Statutory limits. Employer’s Liability Insurance with limits of not less than \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit on disease.

Please be advised that the Certificate of Exemption to the exempt from the Florida Workers’ Compensation Law pertains exclusively to those corporate officers identified by the certificates, therefore, the City will not accept Certificates of Exemption as proof of insurance. The certificate of exemption also states that the corporate officer electing exemption, “certify that any employee of the business named above (on the certificate) is covered by workers’ compensation insurance”. Further, pursuant to Chapter 440.10 (1) (a), (b) and (c), contractors who sublet any contract work to subcontractors “shall be liable for, and shall secure, the payment of compensation to all such employees, except to employees of a subcontractor who has secured such payment”.

The successful bidder is responsible for verifying that all sub-contractors have workers compensation coverage or are exempt from coverage and produce proof of coverage upon the City’s request.

- B. Commercial General Liability: \$1,000,000 Per Occurrence \$2,000,000 General Aggregate for bodily injury and property damage. The City of Altamonte Springs shall be an additional insured on a primary and non-contributory basis in addition to the following:
1. (CG 24 53) or (CG 24 04) Waiver of subrogation and waiver of transfer of rights of recovery
- C. Commercial Auto Liability: \$1,000,000 combined single limit per occurrence  
Auto Liability shall cover owned, hired, leased and non-owned vehicles for bodily injury and property damage. City of Altamonte Springs shall be an additional insured and the following endorsement(s) are required:



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1. (CA 04 49) Primary and Noncontributory – Other Insurance Condition
2. (CA 04 44) or (CA 04 43) Waiver of Transfer of Rights of Recovery Against Others to us

D. Professional Liability: \$2,000,000 per claim/aggregate limit. All contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, laboratory testing, planner, surveyor, etc. are required to have this insurance per the limits listed.

- 3.1.3 All limits are per occurrence and must include Bodily Injury and Property Damage.
- 3.1.4 An insurance carrier must issue all policies with a financial stability that is acceptable to the City's Risk Manager.
- 3.1.5 All policies are to be considered primary to City coverage and will not contain coinsurance provisions.

**3.2 EXCEPTIONS**

Any exceptions to the insurance requirements and limits must be noted as instructed herein.

**3.3 CITY AS ADDITIONAL INSURED**

The appropriate policies are to be endorsed to include the City of Altamonte Springs as Additional Insured.

**3.4 SUBMISSION OF CERTIFICATE OF INSURANCE**

- 3.4.1 The successful proposer will be required to provide within ten (10) days after Notice of Award, to the Procurement Division Manager, a Certificate of Insurance demonstrating that the successful proposer is carrying sufficient insurance at the established limits below.
- 3.4.2 All such insurance required in this bid document will be with companies and on forms acceptable to the City and will provide that the coverage specified may not be reduced to canceled unless thirty (30) days prior written notice thereof is furnished to the City.
- 3.4.3 The City reserves the right to require modification of coverage amounts, when necessary. Any required changes will be negotiated between the City and the Consultant/Consultant.
- 3.4.4 In the event of renewal, cancellation, or reduction of coverage, the Consultant/Consultant will obtain substitute coverage as required hereunder, without any lapse of coverage to the City whatsoever as long as the contract has not expired.

**3.5 REVIEW AND APPROVAL BY CITY'S RISK MANAGER**

- 3.5.1 The City's Risk Manager will review the Certificate of Insurance for determination of adequate coverage. The City's Risk Manager will be the City's sole authority for determination of required coverage.
- 3.5.2 Services will not be ordered or officially commenced until the Certificate has been received and approved by the Risk Manager.



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**3.6 INDEMNIFICATION**

The CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. The provisions of this paragraph will survive the expiration or sooner termination of the resulting contract/agreement



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## **4 GENERAL INFORMATION ABOUT THE CITY**

### **4.1 GENERAL DESCRIPTION OF THE CITY**

Altamonte Springs is a city born of innovation, fiscal responsibility, and progressive ideas. The City is completely debt free and maintains one of the lowest tax rates in Florida. City leadership, staff, residents and local businesses share a vision of making Altamonte Springs the best place in Florida to live, work, raise a family, earn a degree, seek medical care, build a business, and more. Few locations in the state offer the robust services Altamonte Springs provides at such a low cost. The City is conveniently located near major avenues of transportation including Interstate 4, State Road 436, and SunRail. Altamonte Springs is also in close proximity to the Orlando International Airport as well as the Orlando Sanford International Airport providing a diverse array of travel options. From forward-thinking projects and proactive initiatives to an evolving business climate and environmentally-friendly projects, Altamonte Springs has set an example for other municipalities by striving to work beyond the typical constraints of local government. The City has a perfect blend of community spirit and bustling activities that help create a wholesome environment for residents and visitors alike. Residential tree-lined streets and beautiful, natural parks reflect the charming and unique character of what locals call home. Not to mention, the City's robust events program is the most exciting in the region; all generously funded by the area's corporate sponsors. Hosting more than one million visitors each year, Altamonte Springs' programs infuse into the community a sense of excitement and entertainment, while enriching its diverse social fabric.

### **4.2 FORM AND ORGANIZATION OF GOVERNMENT**

- 4.2.1 The City is a Florida Municipal Corporation as defined by Florida Statutes. The legislative branch of the City is a five-member elected Commission, including a Mayor who is elected at large. The City operates under a strong city manager form of government with the City Commission responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the City Manager who is appointed by, and serves at the pleasure of, the City Commission. City department heads are appointed by the City Manager and confirmed by the City Commission. Department heads report directly to the City Manager.
- 4.2.2 The City government, with some 460+ employees, is divided into eight separate departments including Police, Leisure and Maintenance Services, Growth Management, Public Works, Finance, Human Resources, City Clerk, and Information Services. These departments provide a full array of municipal services including police protection, extensive parks and recreational facilities, public utilities including potable water, wastewater treatment, stormwater, and residential refuse services.
- 4.2.3 In addition to the City Commission and staff, there are a number of agencies, boards, and committees serving the City. The City Commission generally appoints members to these agencies, boards, and committees. These agencies, boards and committees include, but are not limited to, the Code Enforcement Board, the Community Redevelopment Agency, the Health Facilities Authority, the



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Personnel Administration Board, the Planning Board, the Surface Water Quality Advisory Board, the Board of Zoning Appeals, the Police Officers' and Firefighters' Pension Plan Governing Board, and the General Employees' Pension Plan Governing Board.

- 4.2.4 Recent extensive surveys and focus groups indicate residents and the business community are generally pleased with the quantity, quality and efficiency of City services. Both groups indicated they are happy to be located in Altamonte Springs.

**4.3 FINANCIAL CONDITION**

The City is in excellent financial condition.

**4.4 CURRENT LITIGATION, CLAIMS, ETC.**

As always, various suits and claims arising in the ordinary course of the City's operations are pending against the City. While the ultimate effect of suits and claims cannot be ascertained at this time, the most probable likelihood is that none of these suits and claims will have any material effect on the City.



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## **5 TECHNICAL INFORMATION AND REQUIREMENTS**

### **5.1 SCOPE OF SERVICES**

#### **5.1.1 Purpose**

The City of Altamonte Springs, Florida (the “City”) is seeking proposals from experienced and well-qualified firms or individuals (the “Proposer”) for the provision of in accordance with the scope of services described herein.

#### **5.1.2 Services to Be Provided**

- A. The Scope of Services, comprises the complete description of the professional services for which this RFP has been issued. No commitment for future services for this or any other project is implied and responding firms should not infer any such intentions by the City.
- B. Qualified firms wishing to submit to this RFP are responsible for providing all professional services described herein, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.
- C. It is the City's belief that the services required are adequately described herein. Therefore, any negotiated contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

#### **5.1.3 Services Separated in Groups**

- A. The scopes of services that the City requires under this RFP are divided into two (2) groups of related services, based upon the City’s needs and anticipated future requirements. It is the City’s intention to consider each group separately for award.
  - 1. Therefore, firms offering proposals for more than one group are required to prepare a separate, complete proposal package for each group. Proposers should identify the group letter and name on the cover sheet of the proposal submittal. Each proposal will be considered on its own merits, relative to the City’s requirements for each group.
- B. For each of the Groups below, the services described may include but not limited to, presentations to the City Planning Board and City Commission, community meetings, field visits, surveying (design, legal and construction), geotechnical, utility location and other services as necessary to insure a complete design. These additional services may be performed either in-house or through sub-consultants. All projects, at a minimum, will include deliverables in paper and electronic formats.



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Specific electronic formats shall include:

1. Textual: Microsoft suite of office products (Word, Excel, etc.,)
  2. Drafting: PDF (scaled for 22x34 or 11x17 paper) and AutoCAD (DWG & DWF)
  3. GIS: ESRI ArcGIS.
  4. Other: Formats shall be as agreed to in individual Specific Authorizations.
  5. City acknowledges and understands that provision of electronic drawings shall be subject to limitations and other considerations of concern to engineering professionals. It is the intent of the City to accommodate reasonable requirements of the firm. Details shall be negotiated as part of the initial contract.
- A. For each Group below, the selected firm will be expected to gather sufficient information to enable a wage-cost multiplier or lump sum fee proposal for each assigned project (Specific Authorization – a/k/a sub-contract, task assignment, work order, etc.) and a listing of primary contact and key employees. City reserves the right to request the inclusion or exclusion of specific personnel on a given Specific Authorization. Contract documents will be negotiated and prepared accordingly.

**5.1.4 GROUP A: TRANSPORTATION ENGINEERING & TRANSPORTATION PLANNING**

- A. The Selection Committee shall recommend a minimum of three (3) firms to the City Commission for tasks under this group. At the discretion of the Selection Committee, additional firms may be recommended. It is anticipated that a minimum of three firms will fulfill this group in the RFP. Nothing presented herein shall be taken as limiting the City's ability to assign tasks to any firm selected for this group.
- B. The selected firms shall provide (i) transportation engineering, planning and development, modeling, design and operational services related to the City's roadway system (functional classifications of minor collector and below), (ii) integrated transportation-land use planning, (iii) landscape architecture design services as outlined below, and (iv) grant assistance.
- C. Tasks may include, but are not limited to, the following:
1. Design new roadways or expansions of existing roadway facilities. Facilities shall include, but are not limited to, roadway resurfacing, restoration and rehabilitation, roadway safety, traffic signals, transit facilities, addition of turn lanes, intersection improvements, drainage improvements, intelligent transportation systems (ITS), electric vehicle (EV) infrastructure, adaptive signal control technology (ASCT), and smart street lighting. Facilities shall include traffic signal improvement design. In addition, designs will include accommodation for transit facilities (not necessarily designed by the selected firm), and design of pedestrian and bicycle facilities to provide connectivity for those modes of transportation including, but not limited to, protected



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bike lanes, multi-modal connections and pedestrian safety enhancements. Designs will also consider complete streets principles, ensuring roadways are safe and accessible for all users. Environmental sustainability practices, such as green infrastructure for stormwater management, should also be considered.

2. Design of Citywide multi-modal transportation improvements including, but not limited to, new sidewalk projects, multi-use paths and trails, pedestrian and bicycle bridges/structures, and enhanced crosswalks. Designs should also incorporate protected bike lanes, pedestrian gateways, traffic calming measures, smart crosswalk technology, greenways, complete street principles, and connectivity with public transportation systems. Additionally, plans should integrate accessibility features for individuals with disabilities, electric scooter and bike-sharing infrastructure, wayfinding signage, and green infrastructure elements such as permeable pavements and vegetation buffers. Environmental sustainability and resilience should be key considerations, ensuring the integration of sustainable materials and practices.
3. Design of improvements related to the City's Neighborhood Enhancement Program, which may include traffic calming measures.
4. Design of repair and rehabilitation work involving existing roadways to include, but not limited to, drainage and utilities.
5. Implementation of a pavement management program for the City's roadways.
6. Design and assess repairs and rehabilitation required on structural facilities within the existing roadways. This includes, but not limited to, structural bridge assessment and repairs and possibly other facilities.
7. Design hardscape and landscape elements consistent with the City's comprehensive plan, land development code, applicable design guidelines, and direction from the City.
8. "Rapid Response" design efforts. Generally, these will be fast turnaround design solutions dealing with specific emergency situations such as roadway failure, or utility disruptions, etc. These items, by their nature, require a very high level of responsiveness, creativity, and practicality.
9. Provide recommendations for treatments of projects with limited capacity or other critical roadways. Prepare, review, and/or coordinate preliminary design, alignment, engineering, operation, right-of-way or easement needs, streetscape, and other services to include, but not be limited to, roadway and intersection design, traffic operations, and integration of multi-modal transportation systems.
10. Prepare strategies, engineering designs, and drawings to integrate Intelligent Transportation Systems (ITS), Ridesharing Technologies, Connected Vehicle Technology or Automated Vehicle Technology into the City's transportation system.
11. Provide review assistance to include, but not limited to traffic impact analyses studies and other



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transportation design measures for development projects as requested. Provide technical assistance in transportation or transit reviews or comments received from other governmental agencies or customers to include, but not be limited to, Florida Department of Economic Opportunity (the State land planning agency), FDOT, Seminole County, Orange County, and other cities, counties, or entities with an interest in the Orlando metropolitan area.

12. Conduct, analyze, and prepare travel time delay studies, traffic counts, turning movement counts, and other data collection and analysis needs. This includes, but is not limited to, transportation or transit models as requested by City staff.
13. Prepare, analyze, and review traffic operation studies and services including, but not limited to, traffic counts, speed studies, stop sign/signal warrants, intersection analysis, and similar traffic/transportation analysis.
14. Assist with Mobility Fee related items, including, but not limited to, preparation of updates to the Mobility Fee; review of alternative mobility fees or credit requests; provide assistance with determination of mobility fee calculations.
15. Provide transportation planning studies including, but not limited to, roadway, bicycle, pedestrian, and transit systems analysis; alternative alignment studies; alternative transportation mode studies; transit systems; access management.
16. Assist in the review, creation, and implementation of transportation strategies such as transportation demand management, parking management, mobility fees, and other approaches as requested. This type of work may be in conjunction with a firm from Group B – Comprehensive Planning & Land Development Regulations.
17. Provide various transportation planning and traffic engineering services related to the required updates of the City's Comprehensive Plan, which may include analysis of adopted Levels of Service (LOS) standards, adopted Quality of Service (QOS) standards, and any recommended changes.
18. Assist with updating and revising the multi-modal or transit plan, which could include, but is not limited to, the development of a funding program for operations and maintenance, development of implementation strategies, and preparation of documents and instruments necessary for the implementation of such a plan.
19. Prepare transit-oriented design standards or studies for selected areas of the City that are sensitive to various activity centers and intermodal areas. Preparation of any studies, reports, analysis, data collection, or design in relation to the commuter rail station or surrounding area. Prepare studies, plans, or reports, as necessary. This type of work may be in conjunction with a firm from Group B – Comprehensive Planning & Land Development Code Regulations.
20. Assist in the annual comprehensive plan Capital Improvements Element (CIE) update for



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transportation projects, costs, and priorities. Prepare any other cost analysis of transportation improvements.

21. Coordinate with MetroPlan Orlando or other agencies in the preparation of studies and reports to include projects in the long-range transportation plan or priority list.
22. Assist with grant applications and proposals including, but not limited to the following. This type of work may be in conjunction with a firm from Group B – Comprehensive Planning and Land Development Code Regulations.
  - a. Grant Research and Identification: Actively research and identify relevant grant opportunities aligned with a project's goals, explore federal, state, and local grant programs to maximize funding potential.
  - b. Grant Writing and Proposal Development: Develop and prepare well-structured proposals highlighting the project's significance, anticipated outcomes, and alignment with grant criteria.
  - c. Budget Preparation and Justification: Prepare detailed budgets covering all project components with justifications for each expense to ensure transparency and compliance with grant guidelines.
  - d. Stakeholder Engagement and Letters of Support: Engage stakeholders by facilitating communication with relevant agencies, community leaders, and partners, draft letters of support to strengthen the application.
  - e. Application Submission and Follow-Up: Assist the City with the application process as needed, ensuring all required documents are complete and submitted on time, monitor progress, address inquiries, and advocate for the project.
  - f. Grant Compliance and Reporting: Assist in complying with grant requirements once awarded, track project milestones, financial disbursements, and reporting deadline, ensure transparency and accountability throughout the grant period.
23. Assist with various stages of the Florida Department of Transportation's (FDOT) Local Agency Program (LAP) ensuring compliance with federal and state regulations and facilitating the successful completion of the project(s) initiatives.
  - a. Design Services: Offer complete design services, including the preparation of design plans, specifications, and estimates. These services will adhere to the standards set forth in the LAP Manual and City standards.
  - b. Bidding Assistance: Assist with ensuring all LAP requirements are met, including the development of supporting documentation to be included in the bid documents that



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comply with federal and state provisions and respond to questions from bidders. May include assistance on the selection process of contractors.

- c. Procurement Procedures: Assist with the preparation and development of key procurement procedures and documentation for LAP projects, utilizing resources, but not limited to the LAP Construction Checklist, CEI man-hour estimate, construction duration estimate, evaluation of cost split for federally eligible construction items.
  - d. Stakeholder Coordination: Engage stakeholders by facilitating communication with relevant agencies, community leaders, and partners.
  - e. Compliance and Reporting: Ensure compliance with all applicable laws and regulations, assist with preparation and submission of all required reports and documentation to FDOT and federal agencies as required.
- D. Specific projects may include but are not limited to: traffic signal improvements at various intersections throughout the city, future roundabouts at various locations, neighborhood sidewalk projects, neighborhood trail connections and other citywide multi-modal transportation improvements.
- E. The selected firm(s) will be required to prepare and submit to the appropriate agencies all required permit applications and supporting documentation as required for assigned projects.
- F. The selected firm(s) may be required to provide bidding phase services including preparation of all technical bid documents in a form suitable for publication by the City's Procurement Division, assistance during the bidding process as required including attendance at a pre-bid meeting, preparation of responses to any questions received, and review of bids submitted. Award of these services will be dependent on each Specific Authorization.
- G. The selected firm(s) may be required to provide construction administration services to include periodic site observations, possible resident inspection services, shop drawing review, materials testing, and evaluation of pay requests and preparation of record drawings. Award of these services will be dependent on each Specific Authorization.

**5.1.5 GROUP B – COMPREHENSIVE PLANNING & LAND DEVELOPMENT CODE REGULATIONS**

- A. The Selection Committee shall recommend a minimum of two (2) firms to the City Commission for tasks under this group. At the discretion of the Selection Committee, additional firms may be recommended. It is the City's anticipation that a minimum of two firms will fulfill this group in the RFP. Nothing presented herein shall be taken as limiting the City's ability to assign tasks to any firm selected for this group.



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- B. The selected firms may provide services for (i) comprehensive planning (ii) mobility planning, (iii) architectural design standards for activity centers, (iv) parking, and (v) grant assistance.
- C. Tasks may include, but are not limited to, the following:
1. Provide services for general comprehensive planning needs including, but not limited to, development of plan evaluation and appraisal amendments to meet new Florida statutory requirements or agency requirements; data collection, analysis and reports to update/extend comprehensive plan horizon year, and to address developments of regional impact. Provide technical assistance to respond to comments received from any governmental review agencies.
  2. Evaluate and appraise the comprehensive plan to determine the plan's effectiveness in meeting the City's vision and objectives. Analyze, assess and amend supporting data, map series, objectives and policies to articulate and meet City goals.
  3. Evaluate and amend the comprehensive plan related to mobility management planning, update the criteria and tools used to monitor the effectiveness of the City's Mobility Program, and assist in the review, creation, and implementation of multi-modal transportation strategies and programs such as parking management and context sensitive design. This type of work may be in conjunction with a firm from Group A – Transportation Engineering & Transportation Planning.
  4. Prepare or revise architectural, landscape, parking, and site design standards for activity centers or other specific areas of the city. Prepare other studies, plans, or reports, as necessary.
  5. Assist with grant applications and proposals including, but not limited to the following. This type of work may be in conjunction with a firm from Group A – Transportation Engineering & Transportation Planning.
    - a. Grant Research and Identification: Actively research and identify relevant grant opportunities aligned with a project's goals, explore federal, state, and local grant programs to maximize funding potential.
    - b. Grant Writing and Proposal Development: Develop and prepare well-structured proposals highlighting the project's significance, anticipated outcomes, and alignment with grant criteria.
    - c. Budget Preparation and Justification: Prepare detailed budgets covering all project components with justifications for each expense to ensure transparency and compliance with grant guidelines.
    - d. Stakeholder Engagement and Letters of Support: Engage stakeholders by facilitating communication with relevant agencies, community leaders, and partners, draft letters of support to strengthen the application.



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- e. Application Submission and Follow-Up: Assist the City with the application process as needed, ensuring all required documents are complete and submitted on time, monitor progress, address inquiries, and advocate for the project.
  - f. Grant Compliance and Reporting: Assist in complying with grant requirements once awarded, track project milestones, financial disbursements, and reporting deadline, ensure transparency and accountability throughout the grant period.
- D. The selected firm(s) may support City staff with private development projects by providing technical review services such as site plans, landscape plans, and mobility solution analysis documents.
- E. The selected firm(s) may provide services for land development code regulations. Tasks may include, but are not limited to the following:
- 1. Prepare regulations to implement transit-oriented design standards, multi-modal transportation design standards, and form-based code standards for the SunRail station area and activity centers. Collaborate with City staff to draft and test proposed regulations for effectiveness and feasibility. Create graphics and illustrations to support proposed regulations. This type of work may be in conjunction with a firm from Group A – Transportation Engineering & Transportation Planning.
  - 2. Develop regulations to implement the City's comprehensive plan policies for the mobility management program into the design of private development plans by providing coordinated requirements for connections to off-site systems and on-site improvements for walking, bicycling, transit, and vehicular systems.
  - 3. Evaluate existing landscape regulations and identify alternatives and strategies to address arbor conditions within mature commercial and retail centers to resolve conflicts with improvements including signage and utilities.
  - 4. Other Land Development Code amendments which further implement the City's comprehensive plan and create greater opportunity for infill development, such as: revising parking standards; updating open space requirements; consolidating user requirements into a single table; and, other related assignments.

**5.1.6 Appointment of Key Contact/Project Manager**

The Successful Proposer will appoint one of their employees as the key contact/project manager, for approval by the City's Project Manager.

**5.1.7 Maintenance of Office**

The City does not provide an office for the Successful Proposer. The Selected Proposer is required to provide his own office and staff.

**5.1.8 Proposer's Background and History**



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The Proposer must disclose any claims or actions taken against the respondent in the last 10 years by any regulatory agency and/or any court.

**5.2 MINIMUM QUALIFICATIONS**

To be considered, the Proposer must meet the minimum qualifications listed below.

**5.2.1 Licensed by the State of Florida**

The qualifying firm must be a licensed engineering firm in the State of Florida.

**5.2.2 General Experience**

The qualifying firm must have at least five (5) years of experience in performing the services described above.

**5.2.3 Local Government Experience**

The qualifying firm must have at least five (5) years of recent experience in performing services described above to one (1) or more Florida local governments.

**5.2.4 Federal Government Business Status:**

The Proposer should not be on the Federal Excluded Parties List. The City will verify that the Proposer is not an excluded party on the SAM website.

**5.2.5 State of Florida Business Status:**

The Proposer should not be on the State of Florida Scrutinized List of Prohibited Companies List.

**5.2.6 Registered with The State of Florida Department of Corporations:** If a Florida business (excluding Sole Proprietorships, unless registered/operating under a fictitious name).

**5.2.7 Registered with Local Agency:** The Proposer has a current Business Tax Receipt (BTR) from the local governmental agency where the business is located. The Proposer to provide a copy of the current BTR.

**5.2.8 Insurance:** The Proposer is to submit proof of insurance in the form of a Certificate of Insurance or Insurance Declaration page. This should comply with all limits as addressed in Section 4. If the Proposer currently does not meet all the limits outlined in Section 4 the Proposer shall supply with their submittal a letter from their insurance company that they are able to purchase the required limits of this solicitation.

**5.2.9 E-VERIFY (Per F.S. 448.095):**

Proposer is E-Verify registered. Proposer is **required** to provide Memorandum of Understanding issued by E-Verify with their submittal. **E-Verify** issues the Memorandum of Understanding once the full registration process is complete. The Proposer must be registered before the submittal due date to comply with this section.

**5.2.10 Certificates and Licenses**

Upon submission of proposal, the vendor submitting a proposal shall hold all Contractor and other



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qualification certificates and licenses required to be held by the successful Contractor by Florida Statutes or ordinances of City of Altamonte Springs.

**5.2.11 Conflict Of Interest**

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Altamonte Springs. Furthermore, all Bidders must disclose the name of any City of Altamonte Springs officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with this requirement. Please complete and submit "**CONFLICT OF INTEREST STATEMENT FORM**" with your submittal.

**5.2.12 Non-Collusion/Lobbying Certification**

All Bidders shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process. Please complete and submit "**NON-COLLUSION/LOBBYING CERTIFICATION FORM**" with your submittal.

**5.2.13 Debarment And Suspension**

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the Contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945. The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City of Altamonte Springs. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. Please complete and submit "**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS CERTIFICATION**" with your submittal.



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The City agrees and assures that its third-party contractors and lessees will review the “Excluded Parties Listing System” at <https://www.sam.gov> before entering into any sub-agreement, lease or third-party contract.

The City will be reviewing all third-party contractors under the Excluded Parties Listing System at <https://www.sam.gov> before entering into any contracts.

### **5.3 COMPENSATION**

#### **5.3.1 Method of Compensation**

In general, the City’s preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A “Fee Schedule” will be made a part of the contract and all fees, payments, reimbursements, and costs paid to the Successful Proposer/Contractor will be based on the Fee Schedule. The Fee Schedule will include the hourly rates for each member, including their name and position title. The Fee Schedule cannot be changed without the prior consent of the Procurement Manager. Progress payments may be requested. The Successful Proposer/Contractor will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate for that person, the actual work performed, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.]

5.3.2 The City's normal payment procedures (Net 30 days) will be observed. No early payments will be approved.

5.3.3 No out-of-scope services will be provided in the absence of prior, written authorization in the form of a supplemental agreement and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

5.3.4 The City will not compensate the Successful Proposer/Contractor or any person in the firm, for time spent traveling to or from City meetings.

5.3.5 The City will not pay a retainer or similar fee.

#### **5.3.6 Reimbursement of Out-of-pocket Expenses**

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the Fee Schedule.

#### **5.3.7 Per Diem and Travel Expenses**

The City’s Project Manager must approve any travel on behalf of the City by the successful Proposer in advance. For approved travel, City employees will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City’s existing travel policy governing travel. City’s travel policy will be provided upon request after contract award.

5.3.8 The City will not pay or reimburse the successful Proposer for time or costs associated with maintenance of licenses, certifications, etc.



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**5.3.9 Other Incidental Expenses**

The City will compensate the Successful Proposer/Contractor for their incidental expenses incurred on behalf of the City at the actual cost.

**5.4 TERM OF CONTRACT**

**5.4.1 Effective Date**

The effective date of the contract will be the date as indicated on the final signed contract.

**5.4.2 Initial Contract Period**

The initial contract period will be two (2) years. All rates contained on the Fee Schedule will remain in effect during the initial contract period.

**5.4.3 Renewal**

After the initial contract period of two (2) years, the contract may be renewed for two (2) additional two (2) year contract periods (potential six (6) year contract in total) if agreed to by both the Procurement Manager and City's Project Manager. After the initial contract period, both the Procurement Manager and City's Project Manager may amend the Fee Schedule upon contract renewal as agreed to.

**5.5 TRANSITION PERIOD**

The City Commission intends to award the contract at their regularly scheduled meeting of {tent CC mtg date}. The Successful Proposer/Contractor is expected to coordinate with the existing Contractor to affect a smooth transition. The City's Project Manager may, at its sole discretion, choose to retain the existing Contractor through the conclusion of specific pending projects or tasks. Fees and other matters relating to the transition period will be the subject of contract negotiations.

**5.6 PROPOSAL FORMAT AND REQUIRED SUBMITTALS**

5.6.1 Firms are advised that all materials submitted eventually become a public record; therefore, no materials submitted for this section or any other part of their Proposal submittal should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City's intention to provide responding firms as much flexibility as possible in this section.

5.6.2 All proposals should contain the required information described in this section and observe the format described in this section, "Proposal Format and Required Submittals". The intent of this provision is to ensure that the needs of the City are addressed and for the fair and consistent review of the Proposal submittal contents. Submittals that do not conform to the requested format may adversely affect the evaluation of the submittal or may be disqualified and not be further considered.

5.6.3 Proposer should submit using the "Vendor Proposal Submittal" document provided by the City and upload the completed version via the "Online" submittal option (preferred method) via the City's VendorLink Online portal or saved on a flash drive and delivered to the City.

5.6.4 Proposer's Proposal Submittal to include the following sections:



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**A. Statement of Interest and Introduction (First Tab)**

1. The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.
2. A brief narrative, not exceeding one (1) page, of the corporate history of the firm. This history should clearly identify your organizations general and local Florida government experience in providing the services requested. Be specific as to the number of years providing the specific services requested.
3. The Proposer will identify, not to exceed one (1) page, the type of business entity involved (e.g.: sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer will identify whether the business entity is incorporated in Florida, another state, or a foreign country. If a Proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Proposer's corporate status and good standing. The Proposer will include a copy of the business license with his submittal.
4. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
5. The proposed will identify, not to exceed one (1) page, office location where the services will be provided or work will be performed.

**B. Qualifications and Experience of the Project Team (Second Tab)**

1. Provide a description, not exceeding three (3) pages, of the proposed project team, organizational structure and management plan for this engagement. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed role in the project team for each person.
2. For each person named (not exceeding two (2) pages each), a brief description of qualifications will include at minimum, the professional qualifications for each person, and a summary of experience on projects similar to that described by this RFP. This summary of experience will describe the services provided and the dates of such experience. Include their experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume in the contract with the City.

**C. Similar Projects (Third Tab)**

1. The Project Team for **Group A** – Transportation & Planning shall provide documentation of a minimum of three (3) and not to exceed five (5) successful similar projects constructed in the United States and substantially completed within the past seven (7) years.



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2. The Project Team for **Group B** – Comprehensive Planning & Land Development Regulations shall provide documentation of a minimum of three (3) and not to exceed five (5) similar projects successfully completed the past seven (7) years. Successful comprehensive planning projects should be located within the State of Florida.
  3. Consideration will be given to projects or contracts that are similar to the tasks requested in this request for proposals. Each project will be listed on a separate page, may not exceed one (1) page, and will include the following, at minimum:
    - a. Project name and location;
    - b. The owner's name and address, owner's current contact name, title and phone number;
    - c. Description of services provided; to include but not limited to project milestones/schedule.
    - d. Project value including total fees (including change orders and extra work orders as a separate data point), estimated and actual construction cost if known and relevant, effective dates as pertinent; and
    - e. Project schedule adherence, including if deadlines were met, any delays encountered, and justification for those delays.
    - f. A brief description of similarities to the services required for this RFP.
  4. Two of the project descriptions shall be identified for use as project references.
- D. Quality Control, Sanctions and Adverse Litigation (Fourth Tab)
1. Include a descriptive statement, not exceeding two (2) pages, of the firm's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If sub-consultants are involved, this statement will also address the lead firm's procedures relative to the sub-consultants.
  2. Include a statement, not exceeding one (1) page, as to the firm's and individual's membership in professional organizations or associations.
  3. List (not exceeding one (1) page) any regulatory or license agency sanctions.
  4. Provide a summary (not exceeding two pages) of any litigation, claim(s), or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years which are related to the services that Proposer provides in the regular course of business. The summary will state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- E. Workload (Fifth Tab)
1. Provide a listing (not exceeding one (1) page) of recent, current and projected workload of the firm. The Proposer will include a graph or other informational diagram/format indicating the



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allocated and available man-hours. Indicate availability of staff to the City and identify any other governmental agencies currently being represented in the State of Florida.

2. Provide a listing (not exceeding one (1) page) of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.

**F. Approach to the Engagement (Sixth Tab)**

1. This section will include a statement of the firm's approach to the project described herein. This statement of approach should not exceed seven (7) pages of narrative. If desired, this section may include up to three (3) additional pages of sketches, drawings or other graphic material if required to explain, clarify or demonstrate the firm's approach to the project. Firms are encouraged to submit innovative, quality, professional and effective solutions. Firms are advised that all materials submitted become a public record upon opening of sealed submittals; therefore, no materials submitted for this section or any other part of this RFP should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City's intention to provide responding firms as much flexibility as possible in this section.
2. The statement of approach should begin with an introductory and overview section that describes the firm's understanding of the project.
3. The body of the statement of approach should describe the firm's method of addressing the requirements of the project. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.
4. Provide a statement as to your ability to stay within the budget requirements and what methods will be used to assure that the budget is not exceeded.
5. A statement of the firm's capacity to perform the work within the required schedule. This should take the form of either narrative or chart which describes the available time for the proposed project team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

**G. Existing Relationships (Seventh Tab)**

Identify (not to exceed one (1) page) any existing relationships that might affect, either positively or negatively, your ability to perform the services requested.

**H. Additional Data (Eighth Tab)**



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1. Complete, sign, and include the "Proposal Bid Form" (see attached) and any addendums issued.
2. Copy of current Certificate of Authorization issued by the Florida Board of Professional Engineers or as stated in 5.2.1.
3. Copy of current Business Tax Receipt as required by the state, county, and/or local agency.
4. Copy of unendorsed (not listing City as additional insured) Certificate of Insurance (see Section 3 for coverage and limits).
5. Any additional information, which the Proposer considers pertinent for consideration, should be included in this section.

**5.7 EVALUATION**

**5.7.1 Written Proposals**

- A. All proposals will be reviewed and evaluated by a Selection Committee. It is the intent of the City that all firms responding to this Solicitation, and meeting the minimum qualifications, will be ranked in accordance with the criteria established in these documents.
- B. All firms which fail to submit required proposal documentation listed in the last tabbed section above will be immediately disqualified and will not be considered further under this Solicitation.
- C. Proposals from firms who fail to meet the minimum qualifications listed will not be ranked and will not be given further consideration.
- D. Written submittals will be evaluated by the Selection Committee as follows:

| GROUP A CRITERIA                                               | POINT VALUE       |
|----------------------------------------------------------------|-------------------|
| Statement of Interest and Introduction (First Tab)             | 5 (max.)          |
| Qualifications and Experience of the Project Team (Second Tab) | 30 (max.)         |
| Similar Projects Experience (Third Tab)                        | 20 (max.)         |
| Quality Control, Sanctions and Adverse Litigation (Fourth Tab) | 5 (max.)          |
| Workload (Fifth Tab)                                           | 5 (max.)          |
| Approach to the Engagement (Sixth Tab)                         | 30 (max.)         |
| Existing Relationships (Seventh Tab)                           | 5 (max.)          |
| Additional Data (Eighth Tab)                                   | Pass/Fail         |
| <b>TOTAL POSSIBLE POINTS</b>                                   | <b>100 (max.)</b> |



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| <b>GROUP B CRITERIA</b>                                        | <b>POINT VALUE</b> |
|----------------------------------------------------------------|--------------------|
| Statement of Interest and Introduction (First Tab)             | 5 (max.)           |
| Qualifications and Experience of the Project Team (Second Tab) | 30 (max.)          |
| Similar Projects Experience (Third Tab)                        | 20 (max.)          |
| Quality Control, Sanctions and Adverse Litigation (Fourth Tab) | 5 (max.)           |
| Workload (Fifth Tab)                                           | 5 (max.)           |
| Approach to the Engagement (Sixth Tab)                         | 30 (max.)          |
| Existing Relationships (Seventh Tab)                           | 5 (max.)           |
| Additional Data (Eighth Tab)                                   | Pass/Fail          |
| <b>TOTAL POSSIBLE POINTS</b>                                   | <b>100 (max.)</b>  |

- E. In general, the City wishes to avoid the expense (to the City and to presenting firms) of unnecessary presentations. Therefore, the Selection Committee will make every reasonable effort to achieve a consensus on the ranking using written submittals alone. If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Selection Committee will request the Procurement Division Manager to schedule the top ranked firms for presentations/interviews.

**5.7.2 Formal Oral Presentations/interviews**

- A. The Selection Committee may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will open to the public. If oral presentations or interviews are held, the following guidelines will be used.
- B. If presentations are scheduled, all presenting firms are presumed to be equal; that is, the Selection Committee will base its ranking recommendations upon the presentations. Firms are therefore encouraged to review the requirements of the Solicitation and prepare for presentations accordingly.
- C. The City's Procurement Division Manager will establish the schedule and firms will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations.
- D. The Selection Committee will allot 60 minutes for each firm divided into three sequential parts: formal presentations, questions and answers, and Selection Committee discussion. A maximum of 30 minutes will be devoted to firms for formal presentation. Next, a maximum of 15 minutes will be allotted to questions from the Selection Committee and answers from the firms. The Selection Committee will devote the last 15 minutes to discussion of the presentation. Presentations will be



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scheduled at 1 hour and 30-minute intervals. Times subject to change at Procurement Division Manager discretion.

- E. Oral presentations are an opportunity for the firms to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.
- F. The specific format of each presentation is left to the discretion of the presenting firm. However, the City suggests the following: that the lead presenter should be the proposed project manager; that all proposed sub-consultants or subcontractors should be represented; and that the person responsible for quality assurance should address this matter.
- G. The City will make available the following: easels, an overhead projector, wall projection screen, and television and VCR. All other equipment is the responsibility of the presenting firm.
- H. The City reserves the right to request additional information and/or clarification of any information submitted by any proposer.

**5.7.3 Recommendation and Approval of Ranking**

The Selection Committee will rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its' final recommendation to the City Commission. The City Commission, at its' discretion, may accept the Selection Committee's ranking as submitted, or, alternatively, the City Commission may reorder the ranking. In any event, the City Commission will establish and approve a final ranking of proposals. The City Commission will be the sole judge of its own interests, the proposals, and the resulting agreements. The City Commission's decision will be final.



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Procurement Division  
City Hall, Suite 1030  
CITY OF ALTAMONTE SPRINGS  
225 Newburyport Avenue  
Altamonte Springs, FL 32701

The undersigned hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned by 11:00 a.m., Wednesday, December 4, 2024, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed; and the requirements and conditions under which the work is to be performed.
- d. She/He, by signing below, is also signing a Truth-In-Negotiation certificate as required by Florida Statutes 287.055(5)(a).
- e. If the proposal is accepted, a contract will be issued as proposed subject to any revisions mutually agreed upon by the City and the vendor.

|                                                                                                                            |                                                             |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Per Section 6.2: REQUIRED WITH PROPOSAL</b><br><b>All</b> documents required in Section 6.2 are included in bid package | <input type="checkbox"/> Yes or <input type="checkbox"/> No |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

**FOR THIS BID TO BE CONSIDERED VALID**  
**IT IS MANDATORY THAT THE BID BE SIGNED**  
**IN THE SPACE PROVIDED BELOW**



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The Proposer hereby acknowledges receipt of the following Addenda, if any:

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

The City 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 City.

This Proposal Bid Form is a mandatory form. An officer or representative who has official authorization to sign proposals **MUST** sign this Proposal Bid Form. Failure to sign in the space provided below will result in the proposal being rejected.

Proposals not received by advertised due date and time will be returned to the sender unopened.

Signing the Proposal Bid Form affirms that the original Request for Proposal document has not been altered in any way.

Company Name \_\_\_\_\_  
F.E.I.N or S.S. # \_\_\_\_\_

Name of Owner/Partner/Officer (Print) \_\_\_\_\_  
Title/Position of Owner/Partner/Officer (Print) \_\_\_\_\_

**Signature of Owner/Partner/Officer** \_\_\_\_\_

Business Telephone \_\_\_\_\_  
Fax Telephone \_\_\_\_\_  
Email Address (not web site address) \_\_\_\_\_

Business Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Address To Send PO \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Remittance Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_



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**CONFLICT OF INTEREST STATEMENT FORM**

- A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_  
[Insert Title] [Insert Company Name]  
\_\_\_\_\_ and principal office in \_\_\_\_\_.
- B. The entity hereby submits an offer to RFP-25-003-CE, Professional Engineering Services - Group A-Transportation Engineering & Transportation Planning And Group B-Comprehensive Planning & Land Development Code Regulations.
- C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above-stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Altamonte Springs government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Conflict of Interest Statement Form**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

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

Sworn to (or affirmed) and subscribed before me by means of \_\_\_ physical presence or \_\_\_online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC



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**NON-COLLUSION/LOBBYING CERTIFICATION FORM**

- A. This sworn statement is submitted with Invitation to Bid, or Contract Number RFP-25-003-CE Professional Engineering Services - Group A-Transportation Engineering & Transportation Planning And Group B-Comprehensive Planning & Land Development Code Regulations.
- B. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_  
[Name of entity submitting sworn statement]  
\_\_\_\_\_ and (if applicable) its Federal Employer Identification  
Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the  
individual signing this sworn statement.
- C. My name is \_\_\_\_\_ and my relationship to the above is \_\_\_\_\_  
[Please print name of individual signing]

**D. NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**E. LOBBYING CERTIFICATION.**

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

1. No Federal and/or City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than Federal and/or City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **the Non-Collusion/Lobbying Certification Form**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

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

Sworn to (or affirmed) and subscribed before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

(stamp)

\_\_\_\_\_  
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**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**  
**CERTIFICATION**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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Printed Name / Title of Representative

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AP25003

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Contract / Purchase Order Number

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Signature of Representative

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Date



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**2 CFR 200.317 – 200.326**

**(A) § 200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow § 200.318 General procurement standards through § 200.326 Contract provisions.

**(B) § 200.318 General procurement standards.**

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.



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(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction

**(C) § 200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and



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eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to Contractors that are on retainer contracts;
  - (5) Organizational conflicts of interest;
  - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (7) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

**(D) § 200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.



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(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;



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(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

**(E)§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**(F)§ 200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation



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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(G)§ 200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**(H)§ 200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;



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(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**(I)§ 200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**(J)§ 200.326 Contract provisions.**



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The non-Federal entity's contracts must contain the applicable provisions described in Appendix to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.



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## **Appendix to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable..

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

**(D) Davis-Bacon Act,** ~~as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he~~



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~~or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.~~

**(E) Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act** (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not



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used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(J) § 200.323 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

**(K) § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment



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produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(L) § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**American Rescue Plan Act Required Contract Clauses**

**(A.) EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during



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employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The



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contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub- contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(B.) INCREASING SEAT BELT USE IN THE UNITED STATES**

It is encouraged that the contractor adopts and enforces on the job seat belt policies and programs when operating company owned, rented or personal owned vehicles. The contractor is encouraged to include this clause in subcontract that is issued.

**(C.) REDUCING TEXT MESSAGING WHILE DRIVING**

It is encouraged that the contractor adopts and enforces policies and programs that ban text messaging while driving or operating company owned, rented or personal owned vehicles. The contractor is encouraged to include this clause in subcontract that is issued.



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**(D.) ACCESS TO RECORDS**

- (1) The contractor agrees to provide the City of Altamonte Springs, State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the City of Altamonte Springs, State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

**(E.) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If subcontractors are let, the contractor shall take all affirmative steps listed below in the procurement of subcontractors:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the small business administration and the minority business development agency of the Department of Commerce.

**(F.) CHANGES**

The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract. If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

The Contractor shall give this written notice to the City, and a written approval secured from the Procurement Manager, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.



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No claim for extra work will be considered valid by the City unless first submitted in writing.

**(G.) ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

(1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, As amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.

(3) Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assignees for the period in which such assistance is provided.

(5) The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement

**(H.) COPELAND ANTI-KICKBACK ACT**



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- (1) The contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
- i. "Contractor. The contractor shall comply with 18 U.S.C. Statute 874, 40 U.S.C. Statute 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in (1) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR Section 5.12.

**(I.) FEDERAL DRUG FREE WORKPLACE**

Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.

Other FEMA Required Clauses

**1. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**2. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**2. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

# PROPOSAL SUBMITTAL LABEL

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## **PROFESSIONAL ENGINEERING SERVICES - GROUP A-TRANSPORTATION ENGINEERING & TRANSPORTATION PLANNING AND GROUP B-COMPREHENSIVE PLANNING & LAND DEVELOPMENT CODE REGULATIONS**

Cut along dotted line and tape or glue to either a standard #10 envelope, mailing envelope or box.

Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Place  
Postage  
Here

**HAND DELIVER OR MAIL TO**

**PROCUREMENT DIVISION  
CITY HALL, SUITE 1030  
CITY OF ALTAMONTE SPRINGS  
225 NEWBURYPORT AVENUE  
ALTAMONTE SPRINGS FL 32701-3697**

RFP-25-003-CE

Due Date: December 4, 2024

Due Time: 11:00 a.m.