



Utilities Advisory Board Regular Meeting

Agenda

June 28, 2022 @ 12:00 pm

City Hall Commission Chambers

401 S. Park Ave.

Winter Park, FL 32789

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

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"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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 based." (F.S. 286.0105).

please note

Times are projected and subject to change.

-
1. **Call to Order**
 2. **Consent Agenda**
 - a. Approval of the regular meeting minutes April 26, 2022 1 minute
 - b. Approval of the regular meeting minutes May 24, 2022 1 minute
 3. **Public Comments (for items not on the agenda): Three minutes allowed for each speaker**
 4. **Action Items**
 - a. Election of Chair and Vice Chair 10 minutes
 5. **Non-Action Items**
 - a. What should the sequence of these three initiatives be? 15 minutes
 1. Electric Cost of Service Study.
 2. UAB's Strategic Plan.
 3. 100% Renewable Energy Initiative.
 - b. Remote Meters - Productivity with Manual Process 5 minutes
 - c. Measuring Success of the Outsourcing of Substation Maintenance 5 minutes
 - d. Review Hurricane Disaster Recovery Plan - Justin Isler 10 minutes
 - e. Proposed Water and Wastewater and Electric Budgets and Capital Improvement Plans for FY 2023 - Wes Hamil 10 minutes
 - f. Fuel rate increases - Wes Hamil 5 minutes
 6. **Staff Updates**
 - a. Electric Utility - Dan D'Alessandro 5 minutes
 - b. Water & Wastewater Quarterly Report - David Zusi 10 minutes
 - c. Performance Measurement - (attachment only) 5 minutes
 7. **Board Comments**
 - a. Broadband & Smart City Ad Hoc Committee Update - Paul Conway 5 minutes
 8. **Upcoming Agenda Items**
 - a. Upcoming Board Items 5 minutes
 9. **Adjournment**



Utilities Advisory Board

agenda item

item type	Consent Agenda	meeting date	June 28, 2022
prepared by	Karen Hood	approved by	
board approval			
strategic objective			

subject

Approval of the regular meeting minutes April 26, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[UAB Minutes 04262022-Draft 1.pdf](#)



Utilities Advisory Board Regular Meeting Minutes

April 26, 2022 at 12:00 p.m.

Public Safety Facility | Ray Beary Community Room
500 N. Virginia Ave. | Winter Park, Florida

Present

UAB Members: Michael Poole (Chair), Paul Conway, Mary Dipboye, Fred Guitton, Leon Huffman

City Staff: Daniel D'Alessandro (Director of Electric), Justin Isler (Operations Manager), David Zusi (Director of Water & Wastewater Utility), Jason Riegler (Asst. Director of Water & Wastewater Utility), Wes Hamil (Director of Finance), Clarissa Howard (Director of Communications), Karen Hood (Recording Secretary), Suzy Streed (Customer Service Supervisor), Cheri Cameron (Utilities Services Manager), Mourad Belfakih (Senior Engineer)

Guest: Navid Nowakhtar (FMPA), Craig Shepard (Leidos), Marty Sullivan (City Commissioner)

Absent: Linda Lindsey (UAB Member)

(1) Call to Order

Michael Poole called the meeting to order at 12:04 p.m.

(2) Consent Agenda

Motion made by Mary Dipboye, seconded by Paul Conway to approve the March 22, 2022 meeting minutes.

Motion carried unanimously with a 5-0 vote.

(3) Public Comments (for items not on Agenda)

None

(4) Action Items

- a. **Prepare for joint Meeting with City Commission regarding funding for undergrounding residential service lines** - Dan D'Alessandro discussed supply chain issues and possible slowdowns to the undergrounding completion outside of the funding. Wes Hamil discussed some options to consider for funding the project. First go forward with the .09 rate increase. Second not to implement rate increase and push out the dates for project completion. Third to fund the project by borrowing. He then presented an analysis of the effects of borrowing. There was a lengthy discussion with the UAB members. Michael Poole asked staff to come back to the UAB at the next meeting with some assumptions, timelines and backing for numbers. The board members decided they will discuss this topic at the next regular monthly meeting and agree on a recommendation from the UAB to forward to the City Commission. Dan D'Alessandro also introduced Mourad Belfakih, Senior Engineer who has come on board with the Electric Utility.

(5) Non-Action Items

- a. **Review draft of Electric Cost of Service Study** - Craig Shepard briefly reviewed the attached Cost of Service Update.

- b. **Review draft of 5-year Capital Improvement Plan for Utilities** - Wes Hamil presented a Summary of Capital Projects for the Electric Utility. Dan and Justin commented on the items also reporting the substations are in better condition than first assumed. Justin reported the bulk meter replacement has not been implemented while waiting on the software installation for billing. Wes Hamil and Dave Zusi then presented with discussion the Capital Projects for the Water & Wastewater Utility. A large number of the capital projects are out of the City's control. Michael Poole stated that months ago the UAB looked at Water & Wastewater capital venture plan and ended up making a recommendation changing some rates; making some increases. Mr. Poole asked about changing of rates? David Zusi responded that the water department gets an automatic CPI (Consumer Price Index) adjustment that is tied to the PSC calculated index which is specific to this industry. During Covid there was a very low index adjustment last year. While we were starting have major impacts on material costs. We are behind the curve but this year we will have a big increase. Wes Hamil stated the increase this year is 4.53% the biggest since 1997. As outside agencies change dates for capital projects we change our timelines within the city. The UAB will come and revisit discussion on reserves as we they receive new data from staff.
- c. **Customer Service Call Flow** - Wes Hamil introduced Suzy Streed (Customer Service Supervisor) and Cheri Cameron (Utilities Service Manager). Wes Hamil presented the Flow Chart for Call Routing; he Cheri Cameron, and Suzy Streed answered the UAB questions. Leon Huffman asked if there is a major outage with many people calling at once does the phone system advise customers they can go on the internet to report an outage? Suzy Streed did not know the answer but Dan D'Alessandro said he can get with Ruby and find out. Most people call the outage number and not customer service when they have an outage. Cheri Cameron stated the customers do not wait when they call the outage number. The UAB participated in a lengthy discussion about the new phone system that has been up and running for twenty days. Michael Poole said the UAB looks forward to receiving monthly reports on the call flow starting next month.
- d. **Cost providing power to solar customers** - Wes Hamil went over the Net Metering Policy and discussed the cost involved for the 124 solar customers in the city. There is a cost of \$78,098 of gross revenues. The excess power customers produce results in the City paying customers retail 12 cents per kilowatt versus the wholesale 6 cents per kilowatt rate we pay of bulk power providers. Members of the board wanted to know why we are paying retail for the excess power produced by these customers. Michael Poole stated that in 2012 the City Commission passed the resolution that is in place which pays the retail rate to resident customers to encourage residents to install solar. Michael Poole asked if anyone wants to get into this deeper to make a recommendation to Commission to change this? The board and staff agreed they did not want to pursue this change.

(6) Staff Updates

- a. **Electric Utility** - Dan D'Alessandro presented the monthly update provided with the agenda. He also reported the Covanta contract will end in 2023/2024. Dan D'Alessandro has reached out to Covanta to start negotiating and also arranged for a tour of the plant that Mary Dipboye and Gloria Eby (Director of Natural Resources & Sustainability) will be attending. To continue with Covanta, they will have to lower their cost considerably and the Sustainability will have to agree that burning municipal solid waste is a sustainable option. There are cleaning and scrubbing systems so we will have to look into this. We hired a new Senior Engineer, Mourad Belfakih and we did lose an electrical engineer in the meantime but things are looking up in that regard. We are on goal for meeting eight miles this year for the undergrounding project.
- b. **Water & Wastewater Utility** - Dave Zusi stated he does not really have an update. He reported they are working on all the things they are always working on. The Water & Wastewater still has a lot of openings. They are working on ways to try and fill those openings. They are working with Human Resources to attract candidates.
- c. **Performance Measurement** - David Zusi commented on the attached report saying that he does not really like the way a couple of items are reported on here. The example was given using the "Water pumped compared to CUP allocation" line. David Zusi stated this really the CUP allocation which is

how much we are pumping on a monthly basis but our CUP is based on a rolling basis. He is going to change the way we are reporting on this metric and use a rolling twelve-month average. Michael Poole asked about the goal for the 15 Megawatt generated from the Aloma solar system. The discussion was to change the goal.

- d. **Second Quarter YTD Financial Review** - Wes Hamil presented the financial review. The UAB asked questions and discussed the fuel adjustments.

(7) Board Comments

- a. Commissioner Marty Sullivan addressed the UAB telling them there is a general interest from the Commission wanting the boards to be more involved in development and advancing of policy. Then he went on to discuss RFP12-22. He wants the UAB to be more engaged in policies that come forward and policy direction. He hopes there can more communication between all the boards but particularly the UAB and Sustainability.
- b. Paul Conway gave the UAB an update on meeting from the Broadband & Smart City Ad Hoc Committee.
- c. Michael Poole suggested the board hold elections of the Chair and Vice Chair in June or perhaps July. This will give the newly appointed person a chance to catch up before the election.

(8) Upcoming Agenda Items

- a. Mary Dipboye asked that RFP12-22 be added to the agenda for the UAB meeting.
- b. Paul Conway asked if Dan D'Alessandro could talk about the relative productivity associated with meter disconnect and connect in today's manual process. How we can leverage our investments in smart meter technology. How we measure success with our outsourcing of substation maintenance?

(9) Adjournment

Meeting adjourned at 2:17 p.m. Next meeting in May 24, 2022.

Minutes approved the board on _____.
/s/ Recording Secretary Karen Hood



Utilities Advisory Board

agenda item

item type	Consent Agenda	meeting date	June 28, 2022
prepared by	Karen Hood	approved by	
board approval			
strategic objective			

subject

Approval of the regular meeting minutes May 24, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[UAB Minutes 05242022-Draft 1.pdf](#)



Utilities Advisory Board Regular Meeting Minutes

May 24, 2022 at 12:00 p.m.

Public Safety Facility | Ray Beary Community Room
500 N. Virginia Ave. | Winter Park, Florida

Present

UAB Members: Mary Dipboye (Vice Chair), Paul Conway, Fred Guitton, Linda Lindsey, Alison Yurko

City Staff: David Zusi (Director of Water & Wastewater Utility), Jason Riegler (Asst. Director of Water & Wastewater Utility), Wes Hamil (Director of Finance), Karen Hood (Recording Secretary), Suzy Streed (Customer Service Supervisor), Cheri Cameron (Utilities Services Manager)

Guest: None

Absent: Michael Poole (Chair), Leon Huffman (UAB Member), Daniel D'Alessandro (Director of Electric), Justin Isler (Operations Manager)

(1) Call to Order

Mary Dipboye called the meeting to order at 12:06 p.m.

(2) Consent Agenda

Minutes will be provided at the next meeting.

(3) Public Comments (for items not on Agenda)

None

(4) Action Items

- a. **Prepare for June 9 joint work session with City Commission regarding funding for undergrounding residential service lines** - Wes Hamil led the discussion starting off with some history about the Electric Utility and undergrounding project. All of the board members participated in a vigorous and in-depth conversation. The UAB reached a consensus for a recommendation to be presented at the joint work session with the City Commission. The three options discussed were as follows:

Option 1: No increase in rates, no new debt, extend the undergrounding

Option 2: Increase energy rates effective October 1, 2022 to cover increased costs of completing undergrounding by FY 2027, no new debt

Option 3: Finance \$7,524,000 cost for undergrounding service over lines 15 years, rate increases to cover costs of completing undergrounding by FY 2027 and debt service

The UAB does not want to recommend an increase in rates or create new debt. If there were rate increases with the material and labor restraints the City would not be able to proceed any faster with the undergrounding and service line connections. With Option 1 the estimated time to completion with current cash flow would be 2029 instead of 2026. The UAB does not want to leave this open ended. The UAB realizes there are restraints and would like to review the progress, cost of material and availability, annually to determine if they recommend an increase with possible

changes to these restraints. Then in 2030 after the current and future ungrounding and service connection projects are completed the City could return to the earlier projects. The electric services connections that were not made when the City was in their project could be connected and the City-wide undergrounding project would then be complete in 2030.

(5) Non-Action Items

- a. None

(6) Staff Updates

- a. **Electric Utility Staff Update** - report was attached
- b. **Performance Measurement** - Wes Hamil reviewed the results with the UAB, questions were asked and answered. Wes Hamil said he may ask Cheri Cameron and Suzy Streed to attend the September meeting to give updates on the Call Flow.

(7) Board Comments

Mary Dipboye welcomed new appointed member Alison Yurko. Then all present members and present staff introduced themselves giving some personal background information as well.

(8) Upcoming Agenda Items

- a. Scheduled Upcoming Agenda Items were discussed. Adding Mary Dipboye's topic regarding sequence of initiatives of Electric Cost of Service Study, UAB's Strategic Plan, and 100% Renewable Energy Initiative. Also, to be added Paul Conway's topic of Metrics on the Outsourcing of Substation Maintenance and Remote Meters relative to Productivity with Manual Process.

(9) Adjournment

Meeting adjourned at 1:47 p.m. Next meeting is June 28, 2022.

Minutes approved the board on _____.
/s/ Recording Secretary Karen Hood



Utilities Advisory Board

agenda item

item type	Action Items	meeting date	June 28, 2022
prepared by	Daniel Dalessandro	approved by	
board approval			
strategic objective			

subject

Election of Chair and Vice Chair

motion / recommendation

background

alternatives / other considerations

fiscal impact



Utilities Advisory Board

agenda item

item type Non-Action Items	meeting date June 28, 2022
prepared by Daniel Dalessandro	approved by
board approval	
strategic objective	

subject

What should the sequence of these three initiatives be?

item list

1. Electric Cost of Service Study.
2. UAB's Strategic Plan.
3. 100% Renewable Energy Initiative.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[RFP12-22_Specification.pdf](#)

ATTACHMENTS:

[RFP12-22_Addendum 1.pdf](#)

ATTACHMENTS:

[Energy Audit- City Buildings - GE.pdf](#)

Request for Proposal



RFP12-22 **100% Renewable Energy Initiative**

Proposals Due:

April 6, 2022 at 2:00 pm

ATTN: Procurement Division

City Hall West Wing
401 South Park Avenue
Winter Park, Florida 32789

Sealed proposals must be received and time stamped by the Procurement Office on or before the date and time referenced above either by mail or hand delivery. Any proposals received after 2:00 pm EST on said date will not be accepted under any circumstances. Official time will be measured by the time stamp in the Procurement Office, which shall be scrupulously observed. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed mail.

questions

Procurement Division

401 S. Park Ave. ■ Winter Park, FL 32789 ■ p 407-643-1627 ■ f 407-599-3448
procurement@cityofwinterpark.org ■ cityofwinterpark.org/procurement



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SECTION 1: Proposal Preparation & Submittal

1.1 Obtain Documents

Documents are available for download at:

<http://www.cityofwinterpark.org/procurement> - select Active Solicitations.

If you experience any problems downloading the document, call 1-800-510-4452 or 800-510-4452.

1.2 Proposals Due

Sealed proposals will be received by Procurement in City Hall, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2:00 pm on April 6, 2022**. It is the Respondent's responsibility to assure that your proposal is delivered at the proper time to the Procurement Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted. Under no circumstances will the City be responsible for late proposals or submissions.

All proposals will be opened and acknowledged immediately following proposal due date and time. Pursuant to Florida Statute 119.071 (1)(b)1. a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.3 City is Not an Administrative Agency

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

1.4 Preparation of Proposals

Proposals shall be made on **unaltered** forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit **one (1) original clearly marked on the outside of the envelope – "ORIGINAL," three (3) COPIES, and one (1) electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed electronically or in ink with the name of the Respondent typed below the signature. Where the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A Respondent may be requested to present evidence of its experience and qualifications and the entity's financial ability to carry out the terms of the contract.



1.5 Proposal Submittal

Proposals shall be submitted directly to the Procurement Office in City Hall, in an opaque, sealed envelope or box. Respondents shall affix the Sealed Proposal Envelope Label located on **page 38** to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Proposals received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the Respondent to be sure their proposal is delivered directly to the Procurement office by the required time and date, and that the proposal is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

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SECTION 2: Scope of Services

2.1 Background

In order to implement the City of Winter Park's (City) Sustainability Action Plan (SAP), the City is seeking reductions in greenhouse emissions and aims for all electricity used in the City to come from renewable sources by 2035.

2.2 Objective

The purpose of this Request for Proposals ("RFP") is to enable the City to evaluate a detailed proposal from a selected respondent who can directly deliver renewable-fueled electricity to all retail customers within the City. Using the City's current SAP, the City seeks a proposal that provides additional information outlining a roadmap for establishing renewable energy opportunities that focuses on infrastructure and associated cost information. The scope of services set forth herein are intended to solicit an action plan in evaluating the feasibility of all options for moving towards 100% renewable energy citywide by 2035. Final report shall be a document outlining the roadmap plan titled "City of Winter Park's Roadmap to Renewable Resources", and have citations to support actions that are deemed feasible. A final presentation of the roadmap shall be presented to the City's Commission during a workshop session, planned in advanced with respondent.

2.3 Specifications

Responses to this RFP must, in as much detail as possible, including the following:

- A. The physical and legal ability of the respondent to directly access existing electrical transmission and distribution infrastructure and to sell electricity to retail customers via that infrastructure;
- B. A detailed description of a strategy or strategies to significantly expand the renewable energy for all residents, businesses, and government operations in Winter Park towards 100% renewable energy Citywide by 2035, including any relevant potential renewable electricity scenarios;
- C. A strategy to procure and deliver renewable sources of energy, including identification of new local sources and the potential to maximize local distributed energy resources;
- D. A detailed schedule/timeline of implementation of the program demonstrating an increase towards 100% renewable electricity citywide by 2035, including all customer classes;
- E. A detailed description of the estimated costs of the proposed program (including administrative, implementation, estimated rate recovery needs/impacts, etc.) expressed in terms of retail electric rates (in \$/kWh) for all customer classes to the current renewable energy portfolio mix, including any and all potential fee impacts;
- F. An analysis of the greenhouse gas emission reductions that will be achieved with the proposal as related to the goals of the SAP;
- G. Analyses of potential risks and roadblocks and potential solutions or mitigation, including any anticipated regulatory issues or risks, departing load expense risks, etc.



- H. Specific and detailed additional benefits associated with the proposal which may include: local job creation, business development, environmental benefits in addition to greenhouse gas reductions, etc.

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SECTION 3: Proposal Format

Respondents must respond in the format delineated below.

Submit one (1) original clearly marked on the outside of the envelope – “ORIGINAL,” three (3) COPIES, and one (1) electronic copy on a USB Flash Drive for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled “REDACTED.” Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Each directive listed will require an individual index tab in your proposal package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your proposal and are not noted under any of the headings listed below, add a **TAB —X** tab to the end of your proposal with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

Note: The City shall not be responsible for any costs incurred by the Respondent in preparing, submitting or presenting its proposal to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Table of Contents

Clearly outline and identify the material and proposals by the tab and page number. Outline in sequential order the major areas of the proposals, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

Tab 1. Cover Letter

Provide a cover letter indicating your company’s understanding of the requirements/scope of services/specifications of this formal solicitation. The letter must be a brief formal letter from the Respondent that provides information regarding the company’s familiarity with, and interest in renewable energy and consulting on the topic. A person who is authorized to commit the Respondent’s organization to provide the services included in the proposals must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.



Tab 2. Respondent's Experience

Indicate the firm's background in providing these services to governmental entities. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/sub consultant. Proposal should provide a detailed description of comparable projects (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years. Please specify whether each project is completed or ongoing. The description should identify for each project:

- (i) the client
- (ii) description of work
- (iii) duration of project
- (iv) contact person and phone number for reference
- (v) the results/deliverables of the project

Where possible, list and describe those projects performed for similar size public or private entities, business districts, and any work performed for the City of Winter Park. Indicate specifically the members of the firm who will have primary responsibility for this project.

Tab 3. Qualifications of Project Staff

Provide the curriculum vitae of the team leader and key personnel being assigned to this project. Designate a team person that will have the primary responsibility of managing the day-to-day oversight of this account, indicating relevant qualifications and experience. Indicate the role that each of the key personnel will be playing in the development of the requested work products. Provide a resume for each. Provide an organizational chart for the team working on this project.

Tab 4. Work Plan

The proposal should include the process your firm will use to create the "City of Winter Park's Roadmap to Renewable Resources", as well as the services to be provided to the City. It should provide a timeline of how long your firm will take to complete the objectives described in this RFP. **All information/documentation necessary to address section 2.3 of this RFP should be included in this section.** The proposal should identify challenges/obstacles foreseen in creating the roadmap. Provide a description of the organizational approach your firm will use to assemble the team that will work on this project and present to the City's Commission during a workshop session. Include initial concepts for the roadmap. The Respondent is encouraged to provide additional information that the selection committee should consider to accomplish its objectives.

Tab 5. Professional Contacts

Proposal should provide names, addresses, and phone numbers for a minimum of three (3) references, including municipalities or other organizations that would be capable of explaining and confirming your firm's capacity to successfully complete the stated scope of your proposal.



Tab 6. Required Forms

Include fully executed Signature Sheet, Drug Free Workplace Form, E-Verify Affidavit, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes Affidavit, Public Records Act Affidavit & Copy of Business Certificate in this section. **Also include a copy of your firm's Certificate of Good Standing from the State of Florida under this tab.**

Tab X. Miscellaneous

Additional information, which the Respondent feels will assist in the evaluation, should be included.

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SECTION 4: Evaluation Procedure

4.1 Evaluation

It is the intent of the City that all firms responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received in its evaluation and award process.

4.2 Criteria

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further, each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated and an award made to the Respondent who is determined to be responsible and responsive to this Request for Proposals and whose proposal is the most advantageous to the City in terms of quality of service, the Respondent's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposals and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

The following represent the principal selection criteria, which will be considered during the evaluation process. Points are determined by multiplying the weight by the grade. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

M/WBE Utilization shall be graded in accordance with the following (*State-issued certification required*): Respondent's DBE certification = 5, Respondent's subcontractor DBE certification = 3, no DBE certification = 1.

4.3 Evaluation Criteria

Criteria	Weight	Grade	Maximum Total Points
Experience of Company/Firm	5	1 2 3 4 5	25
Qualifications of Project Staff	5	1 2 3 4 5	25
Work Plan	6	1 2 3 4 5	30
Professional Contacts	3	1 2 3 4 5	15
DBE Utilization	1	1 2 3 4 5	5



Total Possible Points to Be Earned=100

Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest

4.4 Scoring Definitions

- 1= **Poor** – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2= **Below Average** – Meets many of the basic requirements, specifications, or provision of the scope, but is lacking in some essential aspects for the specific criteria.
- 3= **Average** – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the City's need.
- 4= **Above Average** – More than adequately meets the minimum requirements, specifications, or provision of the specific scope, and exceeds those requirements in some aspects for the specific scope.
- 5= **Excellent** – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

In evaluating the Proposals, the City shall have the discretionary power to render decisions on:

- (i) the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- (ii) a Respondent's skill and business judgment;
- (iii) Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- (iv) Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services;
- (v) the quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services;
- (vi) Respondent's pecuniary ability and financial stability;
- (vii) the Respondent's previous and existing compliance with laws, ordinances and regulations;
- (viii) Respondent's maintenance of a permanent place of business;
- (ix) Respondent's appropriate successful contractual and technical experience in similar work;
- (x) Proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- (xi) the qualifications of subcontractors whom each Respondent proposes to use;
- (xii) the proximity of Respondent's labor force, equipment and business operation in relation to the City,
- (xiii) Respondent's ability to meet and/or maintain scheduling requirements



- (xiv) Respondent's quoted prices for services, and
- (xv) Respondent's responsiveness to this Request for Proposals.

The above factors may be determined by Respondent's past performance of services/work for supplied references and other parties Respondent has performed services/work, information submitted as part of the proposal or in response to an inquiry by the City, and information otherwise known or discovered by the City, or any combination thereof. The City may conduct detailed examinations of Respondents, including of Respondent's personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Respondent to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Respondent and its proposal.

PROSPECTIVE RESPONDENTS ARE PROHIBITED FROM CONTACTING ANY MEMBER OF THE SELECTION COMMITTEE, EMPLOYEE OR PUBLIC OFFICIAL (EXCEPT THE FACILITATOR) AT ANY TIME DURING THE FORMAL SOLICITATION PROCESS, UP TO THE TIME OF CONTRACT AWARD. ANY ATTEMPTED CONTACT MAY BE GROUNDS FOR DISQUALIFICATION.

4.5 Tentative Calendar of Events

1	RFP Issue Date	March 4, 2022
2	Proposals Due to Procurement	April 6, 2022
3	Selection Committee Meeting – Evaluation and Ranking	April 13, 2022
4	Oral Presentations and Final Ranking	April 20, 2022
5	Anticipated Commission Award	TBD

All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.

4.6 Selection Process

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.



2. The Selection Committee will then rank the proposals of those firms based on their submittals, with an emphasis on City needs and in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act, to determine a short list.
3. After oral presentations are conducted from the short-listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission is not required to accept the recommendation and rankings of the Committee. The City Commission's decision will be final.
6. The City and the selected Respondent will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The City has the right to rescind the contract award to the selected Respondent if the City and the selected Respondent do not agree upon the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, at any time prior to full contract execution.

4.7 Formal Oral Presentations/Interviews

The City may conduct formal interviews with, or receive oral presentations from, three or more of the short-listed firms. Oral presentations/Interviews will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The City's Procurement Division will establish the schedule and Respondents will be notified at least five (5) calendar days in advance of the date, time and place of the presentations/interviews. The specific format of each presentation/interview will be provided to Respondents with the notifications.

The City will allot equal time for each Respondent divided into two sequential parts: formal presentations, and questions and answers. Each Respondent interviewed may be asked differing questions.

Oral presentations will provide an opportunity for the Respondents 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.



4.8 Post Award Termination

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City through this RFP is terminated early or suspended from further work or services by the City for a default in the performance under the contract, or in the event the City rescinds a contract award to the selected Respondent prior to execution of a contract, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent (if applicable), contract with the next lowest responsive and responsible Respondent that is willing and able to complete the work or services if such is determined by the City Commission to be in the City's best interest. In awarding a contract to the next lowest responsive and responsible Respondent that is willing and able to complete the work or services, the City may accept such Respondent's original proposal pricing or negotiate a price more consistent with the original pricing submitted by the defaulting Respondent or the Respondent's whose contract award was rescinded.

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SECTION 5: Standard Terms & Conditions

5.1 Basis of Response/Proposals

The words "RESPONSE" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Respondent will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition.

It shall be the responsibility of the Respondent to advise the Procurement Division of any language, requirements, etc. or any combination thereof, which the Respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

5.2 Submission of Supporting Documents

The successful Respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful Respondent fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible Respondent.

5.3 Proposal Prices

The Respondent warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the Respondent, and shall not be amended after the date and time of the public opening. Any attempt by a successful Respondent to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The Respondent, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Park.

5.4 Delivery

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

5.5 Contract Term

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for twelve (12) consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City.



There shall be the option of renewal for a possible second, third, fourth and fifth 12-month period, not to exceed sixty (60) months in total, after written consent of both parties and approval by City Commission or City Manager. Approximately forty-five (45) days prior to expiration of the initial contract period, the successful Respondent will be notified by the City if it seeks an extension. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the second, third, fourth or fifth term.

5.6 Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment.

All invoices shall bear the purchase order number or RFP number. Payments and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

5.7 VISA Acceptance

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful Respondent may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

5.8 Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

5.9 Mistakes

Respondents are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Respondent's risk.** The City is not obligated to give successful Respondent extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the Respondent's total offer will be corrected accordingly.

5.10 Contract Award

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible Respondent who submits a proposal meeting specifications in a way deemed most advantageous and best value to the City in the City's sole discretion.

The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal.



The City reserves the right to make an award to more than one Respondent. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

5.11 Proposal or Contract Terms at Variance with this Document & the RFP or Specification

This formal solicitation expressly limits acceptance to the terms of this document. If the Respondent submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposal but without the contractual terms that were included in the RFP and which are inconsistent with or different from the language in this invitation, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken.

The Respondent hereby agrees that by making a submission based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- A. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- B. Any provision that applies the law of any jurisdiction other than the law of Florida.
- C. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- D. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- E. Any provision that limits the remedies and warranties available to the City under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the City shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- F. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.



- G. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- H. Any provision that, to any extent waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- I. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- J. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.
- K. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

5.12 Modifications & Withdrawals

Proposals cannot be modified after submitted to the City. Respondents may withdraw proposals at any time before the public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING** and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

5.13 Disqualifications

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Respondent. Respondent also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein. **See attached Non-Collusion Affidavit.**

5.14 Proposal Costs

Costs related to the preparation of a proposal to this formal solicitation are solely those of the Respondent, and the City assumes no responsibility for any such costs incurred by the Respondent.

5.15 Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online at <https://cityofwinterpark.org/procurement-policy>.

In the event of any inconsistency or ambiguity between the terms of the Procurement Policy as compared with the terms of this document and the specifications at issue, the terms of this document and the specification at issue shall govern and control.



If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another Respondent, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another Respondent is disqualified from submitting for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Procurement Policy and Florida law applicable to municipal protests. With respect to any assertion that another Respondent is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

5.16 Agreement

The resulting Agreement or Contract, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto.

All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or City Commission in writing prior to taking effect.

5.17 Use of Other Contracts

The City of Winter Park reserves the right to utilize, including but not limited to "piggybacking," any applicable State of Florida contract, city or county governmental agencies contract, or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

5.18 Public Entity Crimes

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Respondent shall provide a certification of compliance regarding the public crime requirements.



In submitting a proposal to the City of Winter Park, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

5.19 Certificate of Insurance

The successful Respondent and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The City of Winter Park has contracted with 'myCOI' to track and establish insurance compliance with the contract terms. If awarded a contract the successful Respondent shall be required to register with myCOI. Respondent must submit certificates or other documentary evidence to the City via myCOI, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of one million dollars (\$1,000,000), and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**. The successful Respondent shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Park shall be included as an **ADDITIONAL INSURED** on all certificates and policies pertaining to this project, except for Worker's Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than "A." This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

5.20 Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the contract.

5.21 Termination for Default

The City's Procurement Manager or other City representative shall notify, in writing, the successful Respondent of deficiencies or default in the performance of its duties under the Contract, via email, or otherwise, to the address provided by Respondent in its proposal.



Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the successful Respondent has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to reasons classifiable under the category of Force Majeure.

5.22 Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful Respondent.

Successful Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

5.23 Drug-Free Workplace

The Respondent, its employees, subcontractors, and its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the Respondent.

The Respondent will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions.

The Respondent shall certify that the firm has a drug free workplace policy in accordance with section 287.0878, Florida Statutes. Failure to submit this certification shall result in the rejection/disqualification of the proposal. **See attached Drug-Free Workplace Affidavit.**

5.24 Indemnification

The selected Respondent(s) shall be required to provide certain indemnifications in favor of the City and its employees and elected and appointed officials and officers in substantially the following form:



Respondent agrees to indemnify and hold harmless the City, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars (\$2,000,000) per occurrence, which the City and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

Respondent shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, officers, and employees, by any employee of the successful Respondent or of any subcontractor arising out of or concerning the services or work performed under the Agreement between the City and the Respondent. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers.

The required indemnifications shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

5.25 Accidents & Claims

The successful Respondent shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims, and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. **See also Summation of Insurance Requirements.**

5.26 Laws & Regulations

The successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.



The successful Respondent is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the Respondent/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

All proposals, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

5.27 Communications

To ensure fair consideration for all prospective Respondents throughout the duration of the formal solicitation process, the City prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever, whether oral or written, with any City employee, elected official, selection committee member, or representative of the City, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration for award of the RFP or any future RFP.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the solicitation process may be addressed to employees in the City's Procurement Division, in writing via email or through VendorLink, and, the person sending the question agrees that the Procurement Division may furnish a copy of the question to all other plan holders and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

5.28 Cone of Silence

A Cone of Silence/Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting which the City Commission will be presented the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.



5.29 Addenda

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's website. All Respondents should check the City's website or contact the City's Procurement Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The City, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information will be posted on the City's website at <http://www.cityofwinterpark.org/procurement> - select "Active Solicitations." It is the sole responsibility of the Respondent to ensure they obtain information related to Addenda. All addenda must be acknowledged on the Signature Sheet to be considered.

Unless otherwise specified, all addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all appropriate addenda may result in the disqualification of the proposal.

5.30 Subcontractors

The successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Manager or Project Manager. The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee.

Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis, as determined in their discretion, that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors, or citizens.

Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive, or in violation of any criminal or civil law or regulation as reasonably determined by the City.

5.31 Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent.

5.32 Waiver, Alterations, Consent & Modification

No waiver, alterations, consent or modification of any of the provisions of the resulting contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or City Commission.

5.33 Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation, and funds are available for the first fiscal period (October 1 through September 30), at the time of contract.



Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

5.34 No General City Obligation

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

5.35 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the resulting contract may be cancelled by the City and the successful Respondent will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal, or otherwise recoverable.

5.36 Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Respondents should be aware that Request for Proposals and the proposals thereto are in the public domain. However, the **Respondents are requested to identify specifically** any information contained in their proposal which they consider confidential, trade secrets, and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting or confidentiality laws that apply.

5.37 Compliance

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other monetary quotations in U.S. currency. There shall be no customs, duties, or import fees added to the cost shown in the proposal. In the event of any legal disputes, the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP, or any resulting contract or purchase, shall be in a court of competent jurisdiction in Orange County, Florida.

5.38 Equal Opportunity Employment

The Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082) (c)(2), or most recent.



By entering into this Contract, the Respondent becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This 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 termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Failure to abide by § 448.095, Florida Statutes, makes the Respondent liable for any additional costs incurred by the City as a result of the termination of the Contract pursuant to such statute.

5.39 Fair Labor Standards Act

Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

5.40 Unauthorized Aliens

The City shall consider the employment by Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

5.41 False Claims

If the selected Respondent is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Respondent, Respondent shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Respondent's claim. The City and successful Respondent acknowledge that the "Florida False Claims Act" provides civil penalties not more than ten thousand dollars (\$10,000) plus remedies for obtaining treble damages against contractors, or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Respondent agrees to be bound by the provisions of the Florida False Claims Act for purposes of any resulting agreement, and the work or services performed hereunder.

5.42 Reductions in Work

The City shall have the sole right to reduce or eliminate, in whole or in part, the Scope of Work, any Project, or any Service Authorization at any time and for any reason, upon written notice to the successful Respondent specifying the nature and extent of the reduction. In such event the Respondent shall be fully compensated for the work or services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the City's notification of the reduction.



The Respondent shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project. However, Respondent will not be entitled to compensation for services or work not performed or that are eliminated from any resulting agreement relating to this RFP by City.

5.43 Disclaimer of Liability

The City will **not** hold harmless or indemnify any Respondent or any of its agents, employees, or persons or entities acting on behalf of or at the direction of Respondent for any liability whatsoever.

5.44 Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees, officials and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.

5.45 Compliance with Occupational Safety & Health

Respondent certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Respondent further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Respondent certifies that all employees, subcontractors, and agents shall comply with all O.S.H.A. and State safety regulations and requirements.

5.46 Severability

If any term, provision or condition contained in this RFP or in any resulting agreement relating thereto shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this RFP or any resulting agreement relating thereto, or the application of such term or provision shall otherwise be fully enforceable.

5.47 Public Records

For any resulting agreement relating to this RFP, the successful Respondent shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in chapter 119, Florida Statutes: Successful Respondent acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Respondent's control and possession, including sub-consultants or subcontractors, relating to the Project and work and services performed for the City are subject to inspection pursuant to chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record under applicable law. In accordance with section 119.0701, Florida Statutes, Respondent specifically agrees it shall:

- A. keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;



- B. provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or 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; and
- D. meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Respondent upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City. It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Respondent and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in the possession or control of the City or the Respondent, including sub-consultants and subcontractors, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Respondent are subject to the provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Respondent shall at its expense, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours of the Engineer, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Respondent by the Public Records Law, Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Respondent and the City.

Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Respondent's and its sub-consultants' and subcontractors' violation of Public Records Law or this section, including for the City's attorneys' fees and costs at all trial and appellate levels.



IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Winter Park, 401 South Park Avenue, Winter Park, Florida 32789; e-mail: cityclerk@cityofwinterpark.org; telephone no.:(407) 599-3277.

Additionally, the Respondent shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of work or services under any resulting agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles.

The Respondent shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance of work or services under any resulting agreement relating to this RFP and the date of final payment for said work or services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate any resulting agreement if the Respondent refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Respondent in conjunction, in any way, with any resulting agreement or this RFP.

If Federal, State, County or other entity funds are used for any services or work under any resulting agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the Respondent which are directly pertinent to services or work provided or performed under any resulting agreement for purposes of making audit, examination, excerpts, and transcriptions.

The Respondent agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

5.48 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

5.49 Lien

No lien or security interest in any City property may be created in relation to this Agreement.

5.50 Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation.



This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

5.51 Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this RFP. Without limitation it will be a material breach if the successful Respondent delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful Respondent warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful Respondent warrants that the goods and services are in conformance with the representation made during the RFP process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City is terminated or removed from further work by the City for a default in the performance under the resulting agreement, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent, contract with the next highest ranked Respondent that is ready, willing, and able to complete the work or services if such is determined by the City to be in the City's best interest.

5.52 Limitations on Damages

If the Respondent is delayed in completing its services or work through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any resulting agreement relating to this RFP or any services authorization, then, in the City's reasonable discretion, and upon the submission to the City of evidence of the causes of the delay, the Respondent may be granted an extension of its Project schedule equal to the period the Respondent was actually and necessarily delayed, as Respondent's sole and exclusive remedy.

In no event shall the City be liable to the Respondent for damages caused by delays, impacts, disruption, acceleration, resequencing, mobilization, demobilization, remobilization, and/or interruptions regardless of the cause. Respondent expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in performance of the work or services, and Respondent expressly waives any and all other remedies for any claim for increase in any resulting agreement relating to this RFP's Contract price or sum, damages, expenses, losses, or additional compensation. Any submission to this RFP shall be an indication that Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the date of the submission as compiled by the National Weather Service and measured at the Orlando International Airport.

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission.



No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL DAMAGES, DELAY DAMAGES, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY RESPONDENT OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE RESPONDENT OR BY THE CITY UNDER THE AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THE AGREEMENT.

5.53 Ethics

The selected Respondent shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this RFP or any resulting agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

Respondent hereby certifies that no officer, agent or employee of the City has any material interest (as defined in section 112.312 (15), Florida Statutes), as over five percent (5%) either directly or indirectly, in the business of the Respondent to be conducted here, and that no such person shall have any such interest at any time during the term of any resulting agreement.

Respondents and the selected Respondent shall warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure any resulting agreement relating to this RFP and that Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any resulting agreement relating to this RFP. For the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability.

5.54 Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- i. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or



- ii. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

5.55 Procurement Decision

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City, in its sole discretion, reserves the right to reject all Respondents and to resolicit, or not.

A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Respondent. A recommendation of contract award does not constitute a contract. The award of contract to the selected Respondent is subject to City Commission approval and the execution of an Agreement with terms acceptable to the City.

The City staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Respondents differently than recommended by the City staff.

5.56 Scrutinized Companies

- A. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: 1) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or 2) one million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is: (a) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria. A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the City to immediately terminate any resulting contract or agreement relating to same.



- B. *Contract or renewal of contract for goods or services of one million dollars (\$1,000,000.00) or greater.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000.00) or more that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes; 2) is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 3) is currently or has been determined to be engaged in business operations in Cuba or Syria.
- C. *Contract or renewal of contract for goods or services of any amount.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.
- D. *False certification.* If the Proposer submits a false certification as may be required under section 287.135, Florida Statutes, then the City shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the City, and all costs for investigations that led to the finding of false certification.

5.57 Electronic Signatures

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

5.58 Independent Contractor

Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this RFP, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed as set forth herein or relating to this RFP or as part of any resulting agreement regarding this RFP shall at all times and in all places be subject to Respondent's sole direction, supervision, and control. The Respondent shall exercise control over the means and manner in which it and its employees perform the work or services, and in all respects the Respondent's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Respondent does not and shall not have the power or authority to bind the City in any promise, agreement, or representation except as may be otherwise expressly provided herein.



5.59 Tobacco-Free Campus

Proposer agrees that the performance of all work and services for the City shall be tobacco free. Accordingly, Proposer agrees that all of contractor's employees, agents, and those performing work and services for the City at the Proposer's direction or control shall refrain from utilizing tobacco in any form within or about any City parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Proposer agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement.

For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following:

- 1) smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or
- 2) utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

5.60 Background Check Verification

Successful respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the respondent. Respondent will certify that, in accordance with F.S. 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

5.61 Title IV Compliance

Title VI of the Civil Rights Act, 42 USC 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." Respondent, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

- a. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;
- b. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below; and



- c. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.
- d. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. Respondent shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

5.63 ADA Compliance

Respondent shall ensure that any and all deliverables provided to the City and the public, including any and all services provided on behalf of the City, complies with the applicable provisions of the Americans with Disabilities Act and any regulations promulgated pursuant thereto. For the purposes of this paragraph, services or deliverables offered via the internet or intranet, in digital format, or via another online or software platform must comply with WCAG 2.0 AA in order to be deemed ADA compliant. Respondent agrees to indemnify, defend, and hold the City harmless from and against any damages, sanctions, penalties, or awards claimed or awarded against the City, which claims, sanctions, penalties, or awards arise from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

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SECTION 6: Required Forms

Respondents should use the following check list as a guide to assist in their submittal. This checklist is intended to be used as a tool; not a substitute for Respondents' obligation to read and understand the provisions of this Request for Proposals. Additional items may be required to be submitted by the terms of this Request for Proposals which are not listed below:

Attachment A: Signature Sheet

Attachment B: Drug-Free Workplace Affidavit

Attachment C: E-Verify Affidavit

Attachment D: Non-Collusion Affidavit of Prime Respondent

Attachment E: Public Entity Crimes Affidavit

Attachment F: Public Records Act Affidavit

Attachment G: Background Check Verification

Proof of Insurance

Sealed Proposal Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the Procurement Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.



SEALED PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: [Click or tap here to enter text.](#)

City of Winter Park
 Attn: Procurement Division
 401 South Park Avenue
 Winter Park, FL 32789

Solicitation No: RFP12-22

Solicitation Title: 100% Renewable Energy Initiative

Solicitation Due Date & Time (EST): April 6, 2022 by 2:00 pm



ATTACHMENT A
Signature Sheet
RFP12-22

The undersigned attests to their authority to execute this submittal and to bind the company herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;
2. The facts stated in the Respondent's response pursuant to this Invitation for Bid are true and correct in all respects;
3. The Respondent has read and complied with, and submits their response agreeing to all of the requirements, terms and conditions as set forth in the Invitation for Bid;
4. Respondent will supply all labor, materials, equipment and supplies as set forth in this Invitation for Bid;
5. Respondent understands that all information listed above may be checked by the City of Winter Park and Respondent authorizes all entities or persons listed in submittal to answer any and all questions. Respondent hereby indemnifies the City of Winter Park and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Respondent agrees to provide myCOI with all necessary insurance documents. Respondent verifies that the following email address is current, monitored, and is acceptable for City use.

Respondent Email: _____

Submitted on this _____ day of _____, 20____.

Company: _____

Name: _____

Address: _____

Phone: _____ Email: _____

Authorized Signature: _____ Print: _____

Title: _____ Date: _____

Addendum Acknowledgement

The respondent shall acknowledge obtaining **all** addenda issued to this formal solicitation from the City's website by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____

Date Issued: _____

Addendum No. _____

Date Issued: _____



ATTACHMENT B
Drug-Free Workplace Affidavit
RFP12-22

The undersigned respondent, in accordance with Florida Statute 287.087 hereby certifies that

_____ does the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Authorized Signature: _____

Print: _____

Title: _____

Date: _____

**ATTACHMENT C****Affidavit of E-Verify Requirements Compliance
RFP12-22**

I, the duly authorized representative/agent of _____ hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF THEIR OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

Authorized Signature: _____

Print: _____

Title: _____

Date: _____



ATTACHMENT D

**Non-Collusion Affidavit of Prime Respondent
RFP12-22**

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. Person is _____ of _____,
the respondent that has submitted the attached response.
2. Person is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
3. Such solicitation is genuine and is not a collusive or sham solicitation.
4. Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Authorized Signature

Title

Sworn to and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ 20_____.

Personally known _____ OR Produced identification _____

Notary Public - State of _____ My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)



ATTACHMENT E

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes RFP12-22

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____
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): _____
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



3. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
4. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

Sworn to and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ 20_____.

Personally known _____ OR Produced identification _____

Notary Public - State of _____ My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)



Attachment F
Public Records Act/Chapter 119 Requirements
RFP12-22

Successful Respondent agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Successful Respondent shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Successful Respondent shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Successful Respondent shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Successful Respondent shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Successful Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Successful Respondent fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Successful Respondent shall comply fully with the requirements of Florida Statutes 119.0701.

Authorized Signature: _____

Print: _____

Title: _____

Date: _____



Attachment G

Background Check Verification

RFP12-22

SECTION 1: REQUIREMENTS

The Respondent/Vendor shall Agree to the following:

1.1 Respondent/Vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor. The contractor

1.2 If the Respondent/Vendor has employed officials that have a current Level 2 Background Screening which was completed by a local government, school board, the Florida High School Activities Association, the Contractor agrees to provide a list of those officials to the City.

1.3 Respondent/Vendor agrees to make its officials sign a sworn statement affirming that they have not pled guilty to or convicted of any of the crimes listed in Section 2: Prohibited Offenses, prior to any assignment. This information shall always be kept current. The Respondent/Vendor shall be in complete compliance within 30 days after award.

1.4 Respondent/Vendor shall require its officials to report to the Contractor immediately if they have been convicted of any of the crimes listed in Section 2: Prohibited Offenses. Respondent/Vendor shall not use that official, unless they have been cleared of the crime.

SECTION 2: PROHIBITED OFFENSES

Respondent/Vendor certifies that its officials/employees have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contender or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

- Section 393.135 - sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 - sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111- adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 - criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 - murder
- Section 782.07 - manslaughter, aggravated manslaughter or an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 - vehicular homicide
- Section 782.09 -killing an unborn quick child by injury to the mother
- Chapter 784 - assault, battery, and culpable negligence, if the offense was a felony



- Section 784.011 - assault, if the victim of offense was a minor
- Section 784.03 - battery, if the victim of offense was a minor
- Section 787.01 - kidnapping
- Section 787.02 - false imprisonment
- Section 787.025 - luring or enticing a child
- Section 787.04(2) - taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) - carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) - exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) - possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 - sexual battery
- Former Section 794.041 - prohibited acts of persons in familial or custodial authority
- Section 794.05 - unlawful sexual activity with certain minors
- Chapter 796 - prostitution
- Section 798.02 - lewd and lascivious behavior
- Chapter 800 - lewdness and indecent exposure
- Section 806.01 - arson
- Section 810.02 - burglary
- Section 810.14 - voyeurism, if the offense is a felony
- Section 810.145 - video voyeurism, if the offense is a felony
- Chapter 812 - theft and/or robbery and related crimes, if a felony offense
- Section 817.563 - fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 - abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 - lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 - exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 - incest
- Section 827.03 - child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 - contributing to the delinquency or dependency of a child
- Former Section 827.05 - negligent treatment of children
- Section 827.071 - sexual performance by a child
- Section 843.01 - resisting arrest with violence
- Section 843.025 - depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 - aiding in an escape
- Section 843.13 - aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 - obscene literature
- Section 874.05 (1) - encouraging or recruiting another to join a criminal gang
- Chapter 893 - drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 - sexual misconduct with certain forensic clients and reporting of such sexual conduct



- Section 944.35 (3) - inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 - escape
- Section 944.46 - harboring, concealing, or aiding an escaped prisoner
- Section 944.47 - introduction of contraband into a correctional facility
- Section 985.701 - sexual misconduct in juvenile justice programs
- Section 985.711 - contraband introduced into detention facilities

SECTION 3: CERTIFICATION

I hereby certify that I will utilize FDLE Computerized Criminal History (CCH) system in accordance with the terms governing the use of the system to confirm eligibility of the individuals being assigned and prior to assignment with the City. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Firm/Company

Title

Signature

Sworn to and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 20____.

Personally known _____ OR Produced identification _____

Notary Public - State of _____ My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)



Summation of Insurance Requirements

Insurance Type	Required Limits
Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
Employer's Liability	\$500,000.00 each accident, single limit per occurrence
Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

Consultant shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements that they are required to meet. Consultant shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be included as an ADDITIONAL INSURED on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.



ADDENDUM NOTICE

RFP12-22 – CITY OF WINTER PARK'S ROADMAP TO RENEWABLE RESOURCES

This **Addendum #1** forms a part of the Contract Document and modifies the original formal solicitation document. Respondents are required to acknowledge receipt of all Addenda in the space provided on the Signature Sheet within the original solicitation document.

General Information

1. The title of the solicitation is now titled **RFP12-22 - City of Winter Park's Roadmap to Renewable Resources**.
2. Section 2.2 titled "Objective" of the RFP shall now read as follows:
"The purpose of this Request for Proposals ("RFP") is to enable the City to evaluate a detailed proposal from a selected respondent who can directly deliver renewable-fueled electricity to all retail customers within the City of Winter Park. Using the City's current SAP, the City seeks a proposal that provides additional information outlining a roadmap for establishing renewable energy opportunities that focuses on infrastructure and associated cost information. The scope of services set forth herein are intended to solicit a step-wise action plan in evaluating the feasibility of all options for moving towards 100% renewable energy citywide by 2035. Final report shall be a document outlining the roadmap plan titled City of Winter Park's Roadmap to Renewable Resources and have citations to support actions that are deemed feasible. A final presentation of the Roadmap to Renewable Resources shall be presented to the City's Commission during a workshop session planned in advance with respondent."

FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY BE CAUSE FOR REJECTION OF THE RESPONSE.

In implementing the City of Winter Park's Sustainability Action Plan, the City is seeking to improve the energy efficiency of City owned and operated buildings with a goal of reducing power consumption and improving the City's carbon footprint. Vendor will provide audit of the City's energy efficiency at approximately 20 facilities and provide energy conservation measures based on the analysis in a comprehensive energy efficiency study report.

A. Assessment, Modeling and Audit Phase

The Scope of Services for the initial work on the Project may be limited to the services, tasks and deliverables as described below.

1. Work with the City on the approximate buildings considered. The required documents for each building would consist of the original as-built drawings, plus subsequent documentation of building modifications undertaken after original construction and any energy improvements already conducted.

2. Review the available construction and/or as-built documents of each facility to determine the general original design parameters and intended operation.

3. Conduct a field survey to perform the following:

Perform a condition assessment of the existing HVAC systems and equipment. This shall include all air-handling units (AHUs), and a representative sampling of VAV terminals and ductwork (where accessible).

- Obtain existing HVAC cooling and heating load data.
- Assess the existing lighting systems with regard to type, condition, control and zoning.
- Assess the building glazing system.
- Test building pressurization to determine current building operating pressure relative to the outdoors. (Facilities under negative pressure are subject to the infiltration of hot, humid outdoor air through the building envelope, promoting high humidity, moisture related problems and microbial growth.) Existing building pressure relationships will be determined using a digital micro-manometer measuring in the unit of Pascals (1 Pa = 0.004" of water column).
- Obtain photographic documentation of notable conditions.
- Inspect infrastructure at water and waste water treatment facilities.

4. Perform building air balance calculations to determine the required operation of the HVAC equipment, including the outside and exhaust air volumes, for proper building air balance and pressurization.

5. Determine the outside air quantity of each of the HVAC systems based on original design, and compare to the current requirements of ASHRAE Standard 62.1.

6. Perform cooling and heating load calculations based on existing building envelope construction parameters, current equipment loads and current occupancy of the facility. Compare the calculated load to the capacity of the installed HVAC equipment and historical data for the building (where available).

7. Develop a baseline energy model of the existing facility with which to compare potential performance upgrades.
8. Conduct energy audits in accordance with the ASHRAE publication "Procedures for Commercial Building Energy Audits, 2nd Edition", which include the evaluation of current facility equipment, lighting, and maintenance practices to recommend quality, maximum payback solutions. Audit findings and recommended energy conservation measures (ECMs) will be presented to the City using the forms and procedures outlined in the above-noted ASHRAE publication.
9. Provide a final report for each facility summarizing findings and recommendations with respect to energy conservation measures, and to correct Identified IAQ and HVAC-related issues and upgrade the HVAC systems for improved performance and service life. Estimates of probable construction to be included.
10. Meet with the City to review the final reports and our recommendations, and present findings at two Board meetings.



Utilities Advisory Board

agenda item

item type Non-Action Items	meeting date June 28, 2022
prepared by Daniel Dalessandro	approved by
board approval	
strategic objective	

subject

Remote Meters - Productivity with Manual Process

motion / recommendation

background

alternatives / other considerations

fiscal impact



Utilities Advisory Board

agenda item

item type Non-Action Items	meeting date June 28, 2022
prepared by Daniel Dalessandro	approved by
board approval	
strategic objective	

subject

Measuring Success of the Outsourcing of Substation Maintenance

motion / recommendation

background

alternatives / other considerations

fiscal impact



Utilities Advisory Board

agenda item

item type Non-Action Items	meeting date June 28, 2022
prepared by Daniel Dalessandro	approved by
board approval	
strategic objective	

subject

Review Hurricane Disaster Recovery Plan - Justin Isler

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[72,48,24 checklist - DD.pdf](#)

ATTACHMENTS:

[City Feeders Critical Impact - DD.pdf](#)

ELECTRIC OPERATIONS PRE-STORM CHECKLIST

72 hours (3 days) prior to storm:

- ❑ Align all efforts with City EOC (Fire Chief)
- ❑ Schedule a meeting with Department heads to discuss Power line safety and restoration priorities
- ❑ Locate and check all radios. Ensure hand held radio batteries can hold sufficient charge.
- ❑ Fuel vehicles and keep them topped off until after the storm has passed or abated. Verify that each vehicle's first aid kit is fully stocked, fire extinguisher is charged, and spot lights are functional.
- ❑ Operate emergency generator under load and refuel.
- ❑ Coordinate with Fire chief to identify if any additional precautions need to be taken.
- ❑ Initiate contact with FMEA to secure potential mutual aid based on path of storm predicted (And fill out APPA mutual aid agreement)
- ❑ Tentatively secure additional contract resources.
- ❑ Coordinate with Urban Forrester to secure additional tree resources
- ❑ Set up daily calls with Ops Manager and Line Supervision to coordinate efforts
- ❑ Check on emergency supplies: water, batteries, first aid, rain gear, and other needed items.
- ❑ Inventory high usage storm distribution material supplies (fuses, splices, tools & dies, etc.) and replenish as necessary.
- ❑ Ensure all vehicle maintenance needs are being solved.
- ❑ Ensure all flashlights are operational and an adequate supply of batteries is available.
- ❑ Check readiness of staging areas in your Operations Center

48 hours (2 days) prior to storm:

- ❑ Obtain a supply of cash to be used for emergencies and subsistence after the storm.
- ❑ Decide when to send employees home to make personal preparations.
- ❑ Hold a pre-storm planning meeting with staff to assure that nothing is “forgotten.”
- ❑ Coordinate with Emergency Management Team to determine if any evacuations are forthcoming.
- ❑ Ensure all chain saws are accounted for and operational. Sharpen all chains.
- ❑ Place pre-designated storm crews on alert
- ❑ Conduct walk through of facilities. Prepare for high wind conditions.
- ❑ Secure up to 4 crews from native contractor for storm stand by

24 hours (1 day) prior to storm:

- ❑ Obtain food, drink, and water supplies for the Operation center.
- ❑ Review local contractor readiness.
- ❑ Ask employees to consider family needs and/or evacuation (where necessary).
- ❑ Confirm readiness of fuel, lighting, and other equipment suppliers.
- ❑ Coordinate reporting methods with public information coordinator.
- ❑ Refuel all vehicles.
- ❑ Begin rotating employees home for addressing personal needs.
- ❑ Reschedule upcoming normal work orders.
- ❑ Check on the readiness of the staging areas.
- ❑ Confirm material availability
- ❑ Confirm security plans and needs.
- ❑ Prepare job safety briefing for all crews and establish daily pre work safety briefings for multi day efforts
- ❑ Confirm expected starting times for all employees and assign shifts for multi day effort

12 hours prior to storm:

- ❑ Conduct employee safety meetings.
- ❑ Employees sent to where they will ride out the storm.
- ❑ Send liaison employee to local Emergency Management Centers.
- ❑ Communicate the “stop work” command when conditions are not safe.
- ❑ Instruct employees on work locations and contacts.
- ❑ Communicate staging area locations.
- ❑ Hope that you have remembered everything!

Storm procedures (extended restoration)

- ❑ Crew start time needs to be an hour prior to daylight with 16 hour on and 8 off shifts.(typical hours 0500-2100)
- ❑ A smaller crew compliment needs to be assigned to work from 1500-0600
- ❑ All crews to meet (if above hours are in place) at 0500 for a breakfast and daily safety briefing/goal setting.

Feeders

Feeder #		Customer count	Priority Customer
CA-2	Denning to Lyman	535	City Hall
CA-3	Denning to Webster	562	Residential
CA-4	17-92 to Lee Rd.	859	Broadstone/Ravaduge/ Marshalls complex
CA-5	17-92 to Park	478	Whole Foods
CA-6	Canton to Center St	303	Rollins
CA-7	Canto through Village	155	Winter park Village
CA-8	Canton to Interlachen	868	Public safety/Cloisters/ community Center
CA-9	Harper to Comstock	83	small commercial/residential
CA-9 OUC	Glenridge to Laural	1200	9th grade Center
CA-12	17-92 from Morse to Orange	813	Killarney apts/Publix Holliana
CA-14	Denning to Swoope	753	Water treatment plant/Village Park retirement
CA-16	Harper to Ward	581	Lakeside Crossing
In-150	Aloma west	991	Publix Aloma
IN-152	Aloma to Lakemont South	1124	Walgreens
IN-153	Balfour to Cady Way	1337	Wellness center/ Fire Station
IN-154	Taylor to lakemont North	1002	Compound/firestation/Mayflower
IN-159	Express to Hospital	1	Hospital
IN-159 OUC	Glenridge north to Lakemont	832	Winter Park Highschool/Backup for Hospital
IN-160	Aloma to Lakemont North	991	Sprouts center



Utilities Advisory Board

agenda item

item type	Non-Action Items	meeting date	June 28, 2022
prepared by	Wes Hamil	approved by	
board approval			
strategic objective			

subject

Proposed Water and Wastewater and Electric Budgets and Capital Improvement Plans for FY 2023 - Wes Hamil

motion / recommendation

The proposed FY 2023 budgets and capital improvement plans are presented to inform the Utilities Advisory Board.

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Proposed Budget - FY 2023.pdf](#)

Water and Sewer Fund Budget Highlights

- *Rates:* By policy, the city references the Public Service Commission price index for water and sewer rate comparisons each year. For FY 23 the adjustment will be 4.53%, which considers the backward-looking year rise in cost pressures. As a lagging adjustment, this increase, while higher than any in the last many years was an early indication of coming inflation and will likely mean that the increase in FY24 will be closer to the level of inflation being experienced now at 8%. Last year, this budget document addressed the issue that these adjustments were only ever meant to cover operating cost pressures and not capital. For the Winter Park Water and Wastewater Utility, it is capital funding concerns and regionally required projects that are driving tight budgets. Required capital calls for the city's participation in regional wastewater treatment facilities as well as FDOT required utility relocate projects, will draw down on the utility's cash balance over time. These costs are presented in the 5-Year CIP portion of this document and will significantly reduce the utility's cash position in the near term. This year's proposed budget is balanced but only adjusting based on the PSC index will not be sufficient in the long-term to support healthy utility operations. It is unfortunate that this need for more capital over the long-term is also hitting at this time of high inflation, making any increase to rates especially sensitive.
- *Routine Capital Investments:* The utility will make \$1.3 million in repairs and replacement funding to the systems water & sewer mains, and lift stations. In addition, it will make almost a \$400k investment in replacements and upgrades at the Water and Wastewater plants including, ozone monitors, fire alarm panels, gate access replacements, and other improvements.
- *Accelerated Water Meter Replacement:* As water meters age, readings become less accurate and the differential between what is pumped and what is billed becomes larger. This is tracked, in part, through the unaccounted for water loss statistic. Over the last few years this number has started to tick up (6.8% in FY18, 7.1% in FY19, 8.7% in FY20, 8.8% in FY21) and may indicate that meters are aging and need to be replaced. The FY 23 budget includes an additional \$300k in operating funds to accelerate the replacement of old meters.
- *Wastewater Treatment:* A large part of the annual budget for the Utility involves cost sharing partnerships for the treatment of wastewater. The largest is the city's partnership with Orlando for the Iron Bridge facility. Staff has received revised 5-year CIP estimates from Orlando regarding future capital contribution needs, and the CIP has been updated to reflect these figures. For FY23, the utility will pay \$2.4 million out of cash reserves to support upgrades at the facility, with almost \$4 million

now required in FY24. Funding contribution needs for these capital contribution agreements is a primary reason for considering future action on rates to maintain reserves. Current and projected working capital is as follows:

	Actual 09/30/2021	Projected Balance at 09/30/2022	Budgeted Use in FY 2023
Working Capital Balance	\$15,624,168		
Budgeted Use		\$2,200,000	\$2,396,717
Projected Ending Balance		\$13,424,168	\$11,027,451

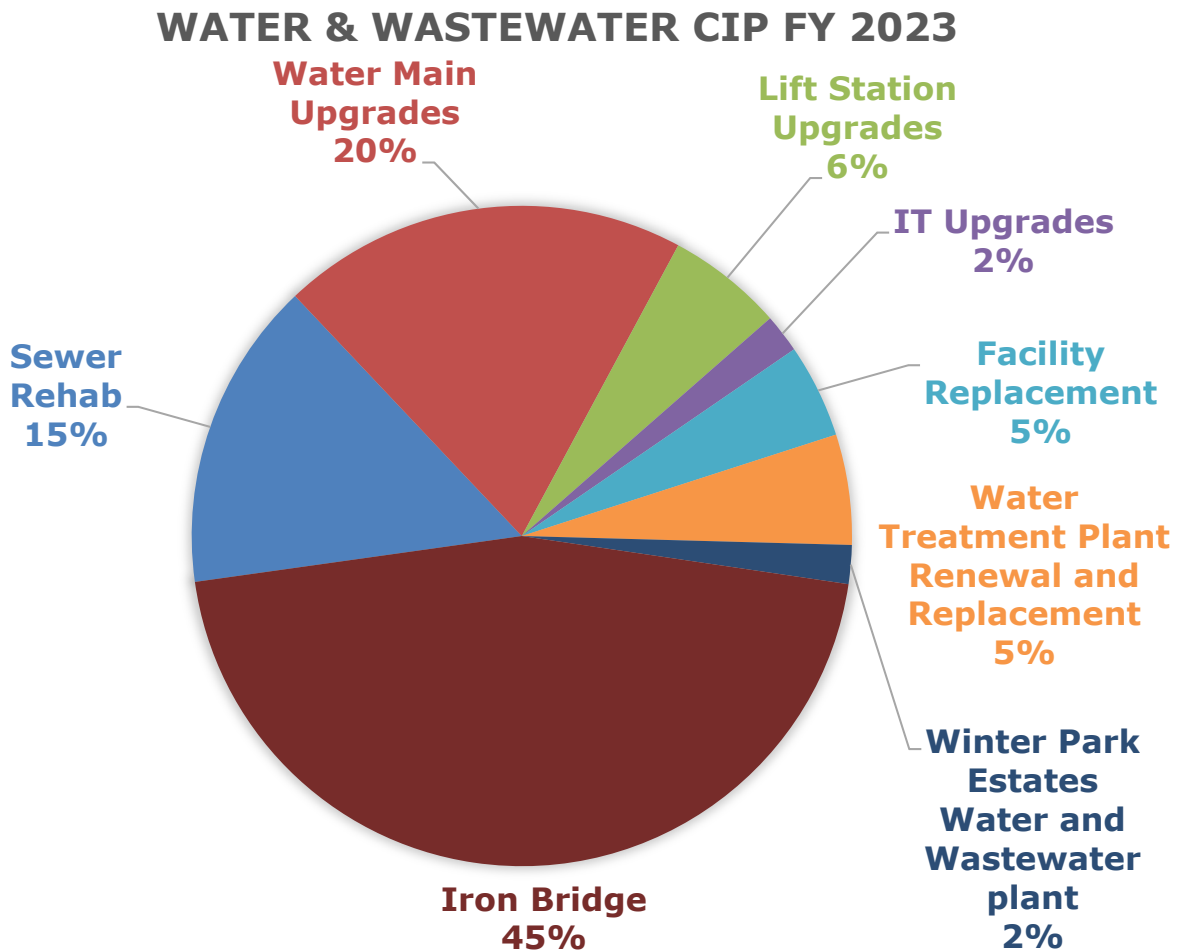
**CITY OF WINTER PARK
ENTERPRISE FUNDS
WATER AND SEWER FUND
MULTI-YEAR ACTUAL AND BUDGET SUMMARY**

	ACTUAL FY 2019	ACTUAL FY 2020	ACTUAL FY 2021	BUDGET FY 2022	BUDGET FY 2023
REVENUES/SOURCES					
Charges for services	\$ 30,262,535	\$ 31,852,002	\$ 32,446,556	\$ 32,327,794	\$ 34,418,474
Capital contributions	1,268,930	2,924,227	727,911	749,000	800,000
Other	1,395,830	740,431	(63,651)	54,000	(24,569)
Transfers from other funds	-	-	462,000	-	-
Total Revenues/Sources	32,927,295	35,516,660	33,572,816	33,130,794	35,193,905
EXPENSES/USES					
General administration	1,995,381	2,063,986	2,077,937	2,159,912	2,577,247
Operations	16,348,828	15,933,137	16,183,456	18,664,443	19,695,945
Depreciation	2,993,110	2,807,728	2,783,670	-	-
Amortization	664,439	773,331	829,696	-	-
Interest and fiscal charges	2,366,212	2,202,565	1,790,564	1,513,559	1,162,834
Amount allocated for principal payment	-	-	-	3,234,167	3,560,000
Amount allocated for capital projects	-	-	-	4,455,500	4,931,717
Reimbursements	2,568,908	2,438,981	2,495,996	2,396,350	2,602,312
Transfers to other funds	2,875,440	2,832,091	2,873,827	2,906,863	3,060,567
Total Expenses/Uses	29,812,318	29,051,819	29,035,146	35,330,794	37,590,622
Change in Net Assets (Cash Flows for Budget Years Presented)	3,114,977	6,464,841	4,537,670	(2,200,000)	(2,396,717)
Adjustments to Budget Years to Convert to GAAP Accounting:					
Deduct estimate for depreciation	-	-	-	(3,000,000)	(3,000,000)
Deduct estimate for amortization	-	-	-	(700,000)	(700,000)
Add back payment of principal	-	-	-	3,234,167	3,560,000
Add back investment in capital assets	-	-	-	4,455,500	4,931,717
Change in Net Assets (After Adjustments to Budget Years)	3,114,977	6,464,841	4,537,670	1,789,667	2,395,000
Net Assets at Beginning of Year, as Restated	78,861,465	81,976,442	88,441,283	92,978,953	94,768,620
Net Assets at End of Year	\$ 81,976,442	\$ 88,441,283	\$ 92,978,953	\$ 94,768,620	\$ 97,163,620
Invested in capital assets, net of related debt	\$ 47,832,994	\$ 51,333,036	\$ 54,118,830	\$ 58,108,497	\$ 62,900,214
Restricted	14,816,689	21,123,667	21,915,839	21,915,839	21,915,839
Unrestricted	19,326,759	15,984,580	16,944,284	14,744,284	12,347,567
Total Net Assets	\$ 81,976,442	\$ 88,441,283	\$ 92,978,953	\$ 94,768,620	\$ 97,163,620

Capital Improvements Plan

Water & Wastewater Utility

The enormity of the I-4 project that used much of the Utility's manpower and budget for the last few fiscal years, has concluded, and in the last year the utility funded a number of regional transportation projects. Now the utility is focusing more on routine system maintenance and improvements in FY23.



Routine Rehabilitation and Upgrades: This includes sewer mains, and water mains. Replacement of asbestos force mains, short line sewer installations, asbestos force main replacement, sanitary manholes, and short line sewer liner installations will be accomplished using remaining project funds. Total new routine funding will total \$1.85 million in FY 23. In the past impact funds have been recorded as contingency in the budget but general routine spending is commonplace and will now start to appear as budgeted spending in the CIP. As impact revenues are extremely volatile,

the CIP will update future spending based on most recent annual performance and is using \$300k as a placeholder for future years in each fund.

Upgrade Water & Wastewater Treatment Plants: Renewal and replacement of components for the Water Treatment plants, pump facilities, and Wastewater Reclamation facility is funded at \$385k in FY 23.

Lift Station Upgrades: Renewal and replacement of aging lift stations throughout the city. New funding has expanded and is allocated at \$300k in FY 23.

Future Water & Wastewater Utility Projects: Many major projects will need to be considered over the longer term and the CIP indicates these funding needs.

Iron Bridge Wastewater Treatment Plant: As part of the agreement with Orlando to provide wastewater treatment at the Iron Bridge facility the city is obligated for a portion of any planned capital spending improvements. The 5yr CIP estimated total for improvements needed is \$6.8 million. This is an increase over last year's number and is mostly front-end loaded to the more near-term portion of the CIP. This likely means that more costs and revisions will come in the future and represents one of the biggest capital allocations the utility has. If funding keeps expanding at this level, rates will have to be addressed to accommodate these increases. As previously discussed in the document, the inflationary adjustment of the PSC index was not meant to cover capital costs of a utility and is insufficient over the long term. Capital contributions to Orlando for the treatment plant will total \$2.4 million and be paid from cash reserves as the utility cannot cash-flow such a large sum from operations.

Future Water & Wastewater Utility Projects:

- As part of the FDOT's streetscape improvement to the 17/92 highway corridor in cooperation with the City's CRA, the utility will need to relocate a number of utility lines. As this project is still in the planning stage, the exact year is not known but the need for funding will also likely have to come from reserves.
- Expansion of Reclaimed Water: It is anticipated that at some point in the future the demand for portable water will exceed the capacity allowed under our consumptive use permit at which time we may need more reclaimed water capacity. This project would expand the reclaimed water system. Estimated at \$3.75 million.
- Ground Storage Tank Expansion: Construction of a new 5-million-gallon ground storage tank for reuse water storage to replace the existing lined storage ponds and increase reclaimed water supply capacity to meet irrigation demands. Estimated at \$6.1 million, the utility is investigating making repairs to the existing pond system to find a more cost-efficient alternative to the high-priced tanks.
- *Richard Crotty Parkway Utility Upgrade:* Orange County is planning to realign Hanging Moss Road. As a result, the city is required to relocate its water and sewer facilities. Our project portion future funding estimated at \$915k. This project was originally projected to start in FY22 but the city received notice that it has now been delayed till FY25. It is likely that re-bidding of pricing has

caused a delay in this project, and that other project delays to regional projects could show up as costs are re-evaluated in this inflationary environment.

- *Kennedy Blvd Road Widening*: Orange County roadway project. The city is responsible for moving any force main conflicts. Project future funding estimated at \$200k.

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
Water and Sewer	Upgrade sewer mains - Rehabilitation of defective sewer mains with heavy ground water infiltration.	Water and Sewer Fees	1,700,000	300,000	350,000	350,000	350,000	350,000	
		Sewer Impact Fees	1,700,000	500,000	300,000	300,000	300,000	300,000	
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	450,000		100,000	100,000	125,000	125,000	
Water and Sewer	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line.	Water and Sewer Fees	1,250,000		300,000	300,000	325,000	325,000	
Water and Sewer	Upgrade water mains - Replacement of sub-standard water mains throughout the water distribution system.	Water Impact Fees	1,500,000	300,000	300,000	300,000	300,000	300,000	
		Water and Sewer Fees	3,750,000	750,000	750,000	750,000	750,000	750,000	
Water and Sewer	Lift Station Upgrades	Water and Sewer Fees	1,500,000	300,000	300,000	300,000	300,000	300,000	
Water and Sewer	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Prior Bond Proceeds	-						
		Water and Sewer Reserves	6,829,467	2,396,717	3,948,500		484,250		
Water and Sewer	Richard Crotty Parkway Utility Upgrade	Water and Sewer Reserves	915,000			915,000			
Water and Sewer	Kennedy Blvd Road Widening Force Main Upgrade	Sewer Impact Fees	200,000		200,000				
Water and Sewer	Water Treatment Plant Renewal and Replacement	Water and Sewer Fees	580,000	285,000	295,000				
Water and Sewer	Winter Park Estates Water and Wastewater plant	Water and Sewer Fees	330,000	100,000		230,000			
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund).	Water and Sewer Fees	600,000	100,000	100,000	125,000	125,000	150,000	

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund).	Water and Sewer Fees	790,385	242,308	125,000	134,615	134,615	153,846	
Water and Sewer	FDOT 17-92 UT line Relocation	Water and Sewer Reserves	-						3,000,000
Water and Sewer	Expansion of reclaimed water system	Water and Sewer Reserves	-						1,550,000
		Sewer Impact Fees	-						1,100,000
		Water Impact Fees	-						1,100,000
Water and Sewer	Ground Storage Tank Expansion	Water and Sewer Fees	-						6,100,000
Totals			22,094,852	5,274,025	7,068,500	3,804,615	3,193,865	2,753,846	15,850,000

Totals by Funding Source:	Funds Available								
Water and Sewer Fees	10,515,538	2,077,308	2,320,000	2,289,615	2,109,615	2,153,846	9,100,000		
Water and Sewer Reserves	12,010,826	9,944,467	2,396,717	3,948,500	915,000	484,250	4,550,000		
Sewer Impact Fees	10,356,290	1,968,000	500,000	500,000	300,000	300,000	1,100,000		
Water Impact Fees	5,914,335	1,581,000	300,000	300,000	300,000	300,000	1,100,000		
	23,484,432	24,009,005	5,274,025	7,068,500	3,804,615	3,193,865	2,753,846	15,850,000	

Electric Services Fund Budget Highlights

- *Undergrounding Funding & Cost Inflation:* The Electric Utility is preparing for a cost inflation estimate of over 15% and allocating over \$1 million annually to keep pace with cost increases so that the city's underground program can stay on track. This will bring annual funding for Electric Undergrounding to over \$7.4 million with the goal of completing 8 miles annually. When lead times and pricing started to rise, the utility and warehouse division moved quickly to buy a number of materials in advance. Lead times on items that used to be a month are now more than four months and sometimes over a year. Pricing for steel and metals and transformers have been rising by 75% - 150% over a two-year period. The utility is hoping that early action on stockpiling will help the utility to continue on schedule, however anticipating what shipping and material problems may emerge is difficult to forecast. Regardless, the extra funding will be used to mitigate long lasting price increases while also offering significant funding to meet mileage goals as well as the inclusion of undergrounding residential service lines as projects are in progress.
- *Fuel Costs:* In FY22 the utility has had to repeatedly revise the fuel cost component of a customer's utility bill as the price of natural gas has tripled and increased the cost of delivering power. This is a national phenomenon and all utility providers are in the same position. Unfortunately, this is being felt by everyone with little chance of relief in the near future unless geo-political issues in Europe calm down. The Henry Hub spot gas price is the standard for benchmarking and futures contracts on this commodity are not estimated to begin falling again until the fall of 2023. This means that higher costs of fuel are here to stay and that the utility is continuing to look at options to maintain competitive rates while still delivering quality service. This increase in pass-through fuel costs is the biggest cause of increase in the city-wide All Funds budget. Bulk power costs, excluding transmission, will rise approximately \$9 million from originally budgeted estimates in FY22. This is a 20% increase in the size of the overall utility budget and highlights the magnitude of the effect that these worldwide issues are having at the local level.
- *Solar Awning Completion:* The utility's solar awning array at the City Operations Compound Utility Warehouse will go into full operation in FY23. This awning which creates a shade structure around the warehouse property to protect vehicle assets, will also include solar panels throughout as well as on the roof of the warehouse. It is anticipated this solar array will more than support electric power use at the warehouse.
- *Energy Efficiency Study:* In FY22 a solicitation for performing an energy efficiency study of all major city buildings was commissioned and is expected to complete in this coming budget year with recommendations to continue to enhance the utility's commitment to sustainability.
- *Rate Comparison:* All utilities in the state are experiencing the high cost of fuel price inflation however Winter Park rates remain competitive even with the fact that the utility is expanding its investment in undergrounding. As of March 2022, Winter Park rates were only 85.6% of Duke Energy's rate for a 1,000

kWh residential consumer, and were on parity with the state average rate at just under 102%.

- *Reliability:* The electric undergrounding program has been proving its worth. The Florida Municipal Power Agency (FMPA), which represents municipally owned electric utilities in the State of Florida, compiles outage duration and provides monthly reports. For the 12 months ending March 2022, the City of Winter Park Electric Utility was the 6th most reliable out of the 19 municipally owned utilities that provided data. The System Average Interruption Duration Index (SAIDI) is the industry accepted measure of reliability and Winter Park's stood at 34.4 minutes, verses an average of 43.7 for municipalities in its size class. The city's undergrounding program funded in this budget continues to make reliability gains for residents and businesses in this city.

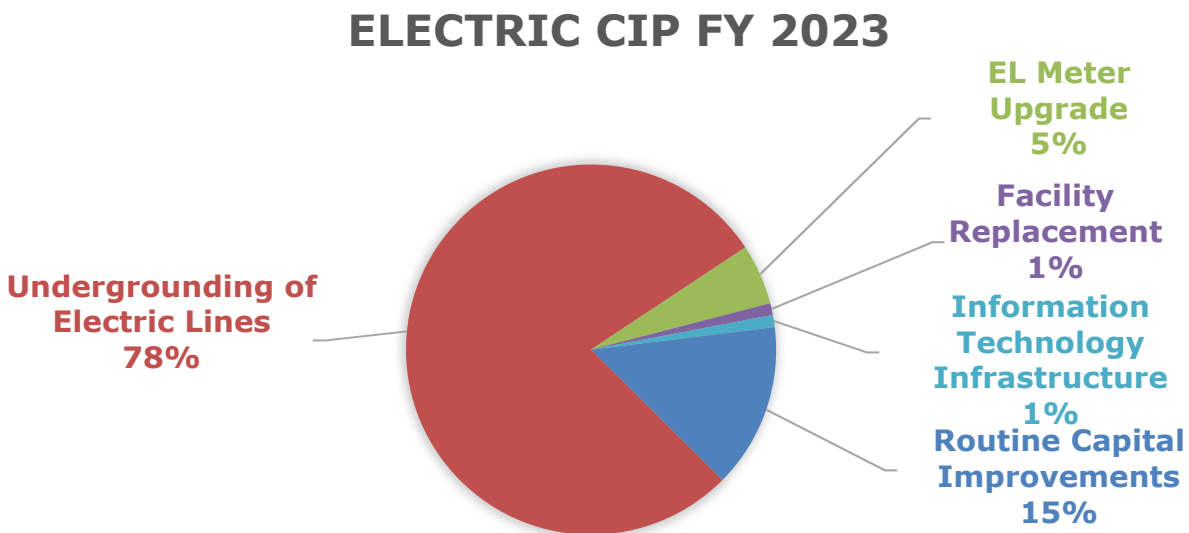
**CITY OF WINTER PARK
ENTERPRISE FUNDS
ELECTRIC SERVICES FUND
MULTI-YEAR ACTUAL AND BUDGET SUMMARY**

	ACTUAL FY 2019	ACTUAL FY 2020	ACTUAL FY 2021	BUDGET FY 2022	BUDGET FY 2023
REVENUES/SOURCES					
Charges for services	\$ 48,833,925	\$ 46,212,766	\$ 47,128,618	\$ 44,901,606	\$ 54,197,445
Other	(199,619)	55,197	39,394	(1,158)	(155,000)
Transfers from other funds	-	-	-	-	-
Reimbursements	-	-	-	154,458	166,590
Total Revenues/Sources	48,634,306	46,267,963	47,168,012	45,054,906	54,209,035
EXPENSES/USES					
General administration	2,060,921	2,100,247	2,177,961	2,290,376	2,345,891
Operations	31,351,752	25,659,465	24,432,268	25,422,860	34,164,137
Depreciation	2,858,999	3,098,075	3,253,638	-	-
Amortization	656,300	696,619	696,666	-	-
Interest and fiscal charges	2,339,193	2,288,428	2,156,814	2,253,940	2,055,917
Amount allocated for principal payment	-	-	-	2,530,000	2,670,000
Amount allocated for capital projects	-	-	-	7,150,000	7,892,000
Reimbursements	1,484,107	1,728,412	1,740,681	1,696,582	1,775,965
Transfers to other funds	2,803,255	2,632,602	3,186,264	2,677,784	3,151,141
Total Expenses/Uses	43,554,527	38,203,848	37,644,292	44,021,542	54,055,051
Change in Net Assets (Cash Flows for Budget Years Presented)	5,079,779	8,064,115	9,523,720	1,033,364	153,984
Adjustments to Budget Years to Convert to GAAP Accounting:					
Deduct estimate for depreciation	-	-	-	(3,000,000)	(3,000,000)
Deduct estimate for amortization	-	-	-	(700,000)	(700,000)
Add back payment of principal	-	-	-	2,530,000	2,670,000
Add back investment in capital assets	-	-	-	7,150,000	7,892,000
Change in Net Assets (After Adjustments to Budget Years)	5,079,779	8,064,115	9,523,720	7,013,364	7,015,984
Net Assets at Beginning of Year, as Restated	35,609,760	40,689,539	48,753,654	58,277,374	65,290,738
Net Assets at End of Year	\$ 40,689,539	\$ 48,753,654	\$ 58,277,374	\$ 65,290,738	\$ 72,306,722
Invested in capital assets, net of related debt	\$ 36,356,732	\$ 38,520,362	\$ 44,120,940	\$ 50,100,940	\$ 56,962,940
Unrestricted	4,332,807	10,233,292	14,156,434	15,189,798	15,343,782
Total Net Assets	\$ 40,689,539	\$ 48,753,654	\$ 58,277,374	\$ 65,290,738	\$ 72,306,722

Capital Improvements Plan

Electric Utility

The Electric Utility is experiencing significant cost pressures to its undergrounding effort as materials costs have risen well over 100% in some cases (transformers) and contracted labor costs expand. Expecting average inflation pressure of over 15% in the FY23 year, over \$1 million was added to the undergrounding project to keep pace with program goals.



Routine Capital: Funding in this category provides for the capital repair and replacement of the utility's infrastructure to continue to provide exceptional electric service to the city's customers. Previously performed by contractors, a large portion of this work will now be accomplished through city crews. Estimated routine capital spending is \$1.36 million for FY 23 and is based on historical levels that inflates at the expected cost of wage inflation over time.

Electric Undergrounding: A detailed long-term undergrounding plan has been developed with a focus on reducing tree conflicts and improving reliability. The plan calls for annual undergrounding expenditures of approximately \$7.4 million which, if continued, should underground the entire system by FY30. This is an expansion of the program completion timetable because completing underground service drops to each resident house has been added to the program scope. While this will slow the full project completion timetable down, it will now cover costs that homeowners used to have to pay, will increase aesthetics by removing wood poles, and will do it without having a rate increase added to complete this portion of the project. The utility is still targeting a goal of completing 8 miles of undergrounding but material delays and adding to the project scope, may mean that mileage completed comes in at a lower number.

Electric Meter Upgrades: This funding is budgeted to replace the unsupported electric meters throughout the City. The new meters are supported with smart technology that offer additional services for improved data collection and response times to system outages. FY 23 is budgeted at \$500k with total replacement quoted for \$1.5 million.

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
ELECTRIC SERVICES FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric Services	Routine Capital improvements including: renewals, replacements, and other improvements required to provide service and improve the reliability of the electric system	Electric System Revenues	7,078,593	1,360,211	1,387,415	1,415,164	1,443,467	1,472,336
Electric Services	Undergrounding of Electric Lines	Electric System Revenues	40,845,466	7,392,000	7,761,600	8,149,680	8,557,164	8,985,022
Electric Services	EL Meter Upgrade	Electric System Revenues	500,000	500,000				
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric System Revenues	600,000	100,000	100,000	125,000	125,000	150,000
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund)	Electric System Revenues	316,154	96,923	50,000	53,846	53,846	61,538
Totals			49,340,213	9,449,134	9,299,015	9,743,690	10,179,477	10,668,897

Totals by Funding Source:

Electric System Revenues	47,186,488	9,449,134	9,299,015	9,743,690	10,179,477	10,668,897
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Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan



Utilities Advisory Board

agenda item

item type Non-Action Items	meeting date June 28, 2022
prepared by Wes Hamil	approved by
board approval	
strategic objective	

subject

Fuel rate increases - Wes Hamil

motion / recommendation

No action is necessary. This is informational only.

background

Natural gas prices have continued to increase dramatically requiring significant increases in our customer's utility bills. Below is a table summarizing the impact of recent rate adjustments to residential customers using 1,000 kWh per month:

	09/01/21	10/01/21	01/01/22	04/01/22	05/01/22	06/01/22
Electric charges	\$128.23	\$146.25	\$134.28	\$139.66	\$154.04	\$168.13
Dollar change		\$13.36	-\$11.97	\$5.38	\$14.38	\$14.09
% change		10.05%	-8.18%	4.01%	10.30%	9.15%

The City's consultant, Jerry Warren, continues to monitor fuel costs and futures prices to determine any adjustments necessary. Preliminarily, it looks like we may not have to increase fuel rates effective July 1, 2022.

As a reminder, fuel costs are a pass through to the customer. The City does not profit on increasing fuel rates.

alternatives / other considerations

fiscal impact



Utilities Advisory Board

agenda item

item type	Staff Updates	meeting date	June 28, 2022
prepared by	Daniel Dalessandro	approved by	
board approval			
strategic objective			

subject

Electric Utility - Dan D'Alessandro

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[May22 Electric Utility - DD.pdf](#)

Monthly Electric Utility Update 05/31/22

Miles of Undergrounding performed

- Project J: 2.72 miles (45% complete)
- Project L: 9.57 miles (56% complete)
- Project Q: 5.78 miles (100% complete)
- Project R: 4.31 miles (34% complete) Commission approved advancement

TOTAL so far for FY 2022 – 5.2 miles

Total Project Review

- Total Citywide Project Miles- 127.5
- Total Miles Completed- 91.8
- Percentage Completed- 72%
- Total miles remaining- 35.7

OH/UG Budget update

2021 Undergrounding budget = 6.4M

- FYTD = 3.1M

Notes of Interest

- Construction of solar awning is underway
- Signed 1-year trial contract with OUC to maintain and monitor our substations
 - Inspections are underway and have proven to be fruitful. Some potential issues have been mitigated.
- We have one vacant Engineer position vacant and posted.

Issues/Concerns

- Due to issues with production in China and shipment increases our FMPA solar project costs are expected to rise and delays will continue as all of the panels to complete the project have not been acquired. The FMPA member Cities (which we are one) will need to continue to monitor and determine the value of our Solar projects viability.
- Materials are going up exponentially (especially anything resin based like conduit) and the lead-time is extending.
- The UAB is working on a time line or solution to funding the UG service line initiative. The Commission has suspended the .09 cent increase for 90 days from April 1st.

2022 Goals

- Zero personal injuries within work group
 - **Zero controllable vehicle accidents within work group**
 - **We had an employee hit a semi-truck box with our back-lot dolly he was bringing home from Tampa.**
 - Complete 8 miles (to include stretch goal) of underground conversions on the projects as designed
 - Projects R, J, Q & L
 - Identify and complete areas with poor reliability for targeted undergrounding advancement (stretch goal of 2 miles) Project “Q” and “L” are our first targets.
 - We will utilize targeted overtime with Heart crews to accomplish the additional 2 mile stretch goal
 - Negotiate and secure a 2nd interconnection with OUC (Obviously depends on appropriate deal)
 - **This has been put on the back burner with OUC due to personnel and material issues**
-
- Green indicates goal has been met
 - Red indicates goal will not be met
 - Orange indicates still underway



Utilities Advisory Board

agenda item

item type	Staff Updates	meeting date	June 28, 2022
prepared by	David Zusi	approved by	
board approval			
strategic objective			

subject

Water & Wastewater Quarterly Report - David Zusi

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[UAB_Water_Graphs_-_May_2022_-DZ.pdf](#)

Moving Total 12 Months Water Sales



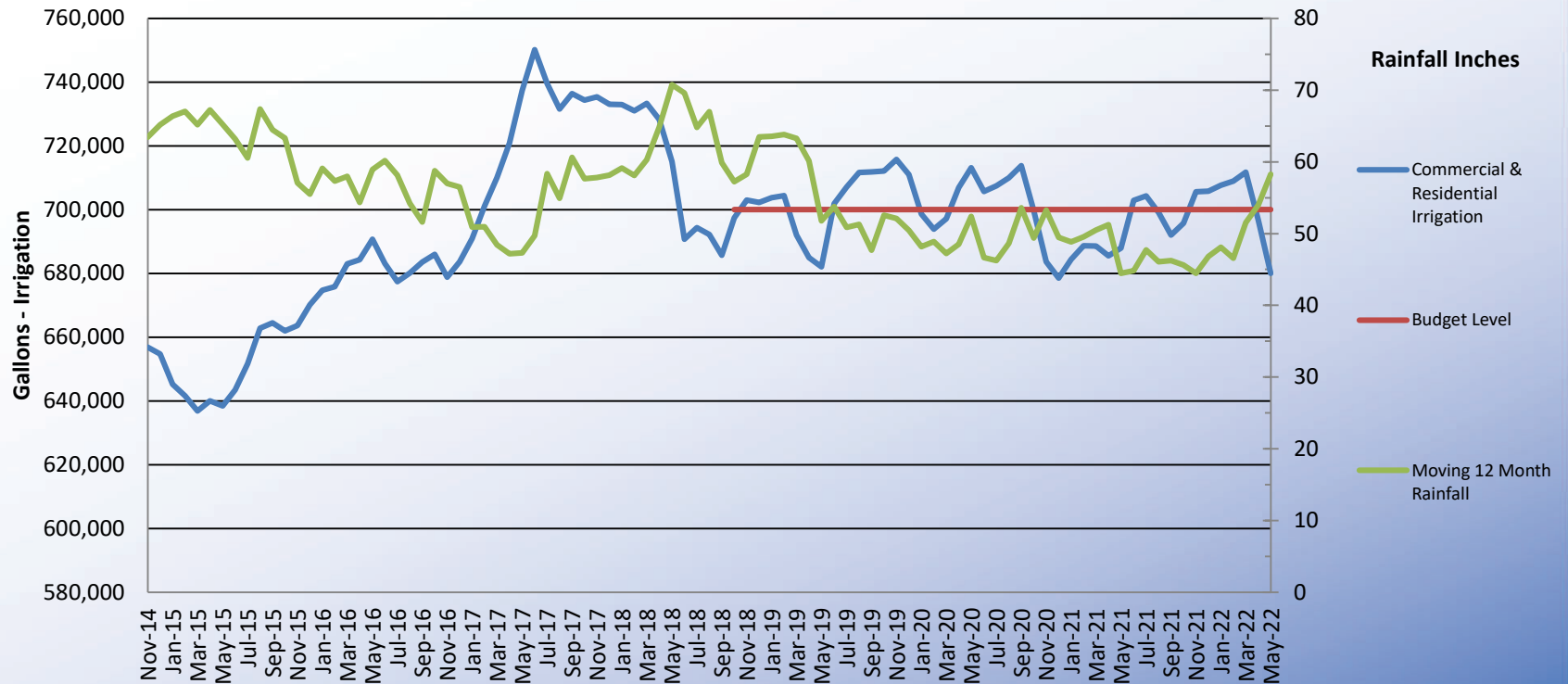
Moving Total 12 Months Water Sales



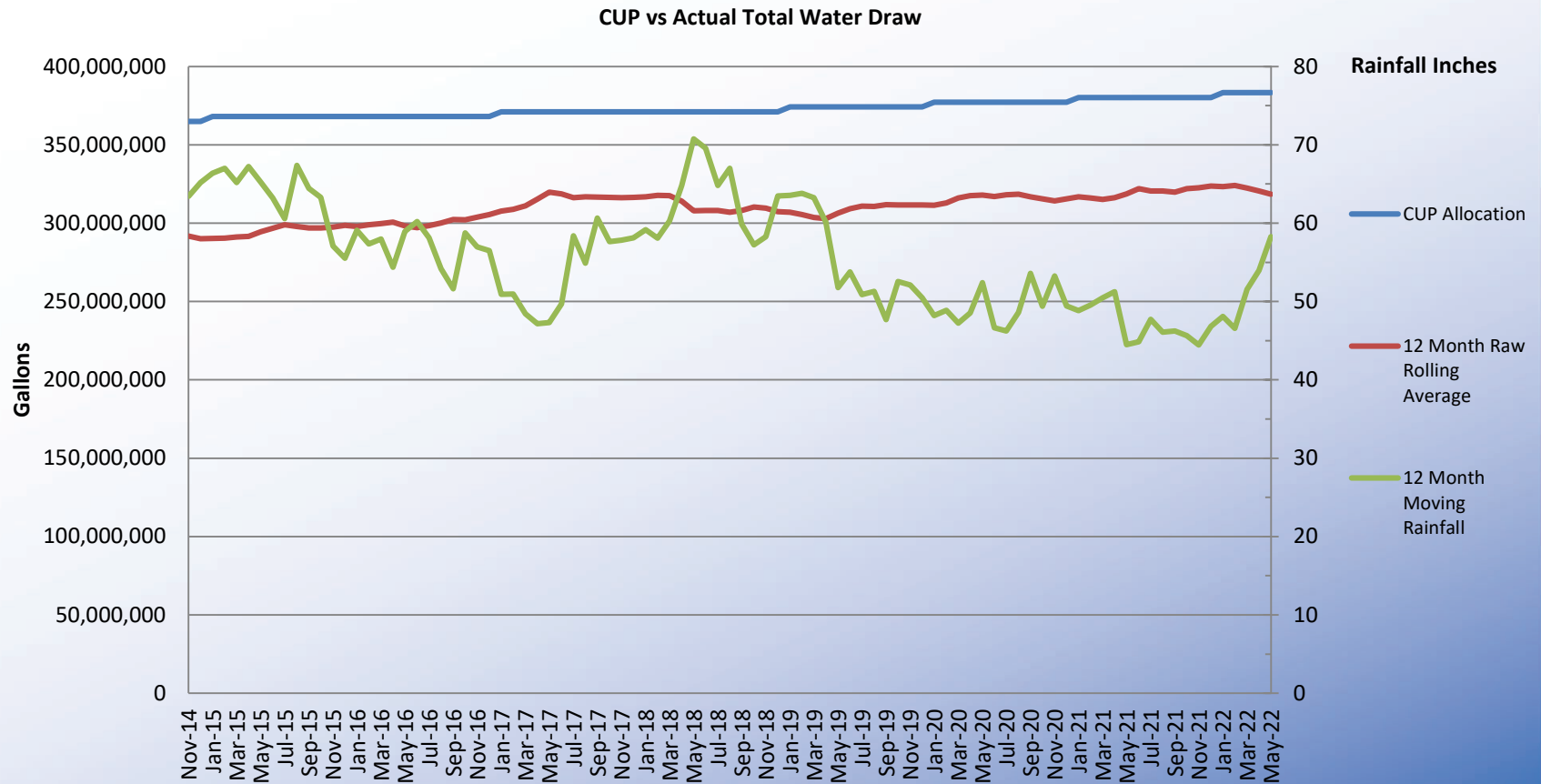
Moving Total 12 Months Irrigation Sales



Moving Total 12 Months Irrigation Sales



Consumptive Use Permit (CUP) vs Actual Total Water Draw





Utilities Advisory Board

agenda item

item type	Staff Updates	meeting date	June 28, 2022
prepared by	Wes Hamil	approved by	
board approval			
strategic objective			

subject

Performance Measurement - (attachment only)

motion / recommendation

No action is necessary

background

Attached for the review of the board is the April performance measurement report.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Utility Monthly Performance Measurements- Black and White.docx](#)

Utility Monthly Performance Measurements

The Utility Advisory Board identified performance measurements for the Electric and Water Utilities. These are activity and profitability measures used as management tools to set baseline performance measures to be reviewed monthly to implement strategies for improved performance on those baselines. This report organizes the performance measurements by service type.

Water Sewer Utility

Service Type	Measure	Goal	Feb	Mar	Apr	On Target
Environment	Count of Rebates Processed		2	3		
	Total MWh generated from Aloma solar system	>15 MWh	11.84	16.15		Met Goal
Operational	Average % Water meters reporting	>98.50%	99.6%	98.2%		Near Goal
	Count of Wastewater Incidents	0	0	0		Met Goal
	Wastewater Incident Overflow in 1,000s Gallons	0	0	0		Met Goal
	Water pumped compared to CUP allocation	<12.4 mgd	10.15	10.45		Met Goal

Both

Service Type	Measure	Goal	Feb	Mar	Apr	On Target
Customer Service	Call Abandonment Rate		28.20%	*	8%	
	Number of disconnects for non-pay		190	179	179	
	Utility Billing Call Average Wait Time		8:30	*	3:50	
	Volume of calls to City Utility Billing		4522	*	4,429	
Financial	Accounts receivable/billed revenue – FYTD	<10%	5.98%	4.95%	5.17%	Goal Met
	Average cost of purchased power per kWh - FYTD	<\$0.05	\$0.0565	\$0.0566	\$0.0581	Near Goal
	Average revenue per kWh – FYTD	>\$0.10	\$0.1237	\$0.1224	\$0.1225	Goal Met
	Bad debt expense/billed revenue – FYTD	<0.25%	0.21%	0.21%	0.18%	Goal Met
	Debt service coverage ratios - W&S - FYTD	>1.5	2.91	2.67	3.32	Goal Met
	Debt service coverage ratios - Electric - FYTD	>1.5	4.11	3.77	3.15	Goal Met
	Percentage of utility accounts receivable over 60 days outstanding		2.41%	2.84%	2.94%	
	Utility accounts receivable over 60 days outstanding		\$146,333	\$144,155	\$156,360	

*April report will reflect call data using the new contact center system. The system was installed April 6th 2022.

Index Key- the monthly data text is colored green when the change from the previous month is an improvement, and red when it is not. The On Target column is highlighted comparing the most recent monthly data to the Goal: Red if below, Yellow if Near, Green if Above.

Electric Utility

Service Type	Measure	Goal	Feb	Mar	Apr	On Target
Efficiency	Rate Comparison to Duke	<100%	86.5%	85.6%	85.0%	Met Goal
	Rate Comparison to State Avg	<105%	101.7%	101.7%	101.9%	Met Goal
	Solar Net new metering Customers		6	4	1	
Financial	Rolling 12 month kWh	418 (FY22)	420,520,517	422,527,629	420,842,051	Met Goal
Operational	Heart of Florida United Way Emergency Utility Assistance Program: Assistance provided to customers		\$759	\$1,391	\$1,355	
	Heart of Florida United Way Emergency Utility Assistance Program: Available balance		\$63,813	\$65,519	\$64,164	
	Heart of Florida United Way Emergency Utility Assistance Program: Number of customers approved for assistance		3	7	5	
	Underground System Complete (%)		71.00%	71.50%	71.50%	
Reliability	CAIDI		78.88	77.82	84.32%	
	L-Bar		126.3	103.0	124.8	
	L-Bar Rank to Peers (12 mo rolling)	Top 5	12 th /17	15 th /19	14 th /18	Below Goal
	Outage Occurrences		4	7	10	
	SAIDI		0.2	0.5	12.0	
	SAIDI Rank to Peers (12 mo rolling)	Top 5	6 th /17	6 th /19	8 th /18	Near Goal
	SAIDI Sum	< 19 Annually	34.50	34.40	45.40	Below Goal

*FMPA and FMEA data often lag 1or2 months.

Translation Table

L-Bar	Measures the average length of a single outage
SAIDI	Measures the average frequency of momentary interruption events for the average customer
KWH	Kilowatt hour
CUP	Consumptive Use Permit
YTD	Year to Date
MWh	Megawatt hour



Utilities Advisory Board

agenda item

item type Board Comments	meeting date June 28, 2022
prepared by Daniel Dalessandro	approved by
board approval	
strategic objective	

subject

Broadband & Smart City Ad Hoc Committee Update - Paul Conway

motion / recommendation

background

alternatives / other considerations

fiscal impact



Utilities Advisory Board

agenda item

item type	Upcoming Agenda Items	meeting date	June 28, 2022
prepared by	Daniel Dalessandro	approved by	
board approval			
strategic objective			

subject

Upcoming Board Items

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Upcoming Board Items_rev 052422 - KT.pdf](#)

Upcoming Board Items

1. June

- a. What should sequence of these three initiatives be?
 - 1) Electric Cost of Service Study
 - 2) UAB's Strategic Plan
 - 3) 100% Renewable Energy Initiative
- b. Remote Meters - Productivity with Manual Process
- c. Measuring Success of the Outsourcing of Substation Maintenance
- d. Review draft Financial Budgets for Utilities
- e. Review Hurricane Disaster Recovery Plan
- f. Water & Wastewater Quarterly Report
- g. Election of Chair and Vice Chair

2. July

- a. Review update to Cost of Service Study
- b. Sustainability Report
- c. Strategic Planning

3. August

- a. Marketing Communication Plan