



Community Redevelopment Advisory Board Regular Meeting

Agenda

February 16, 2023 @ 5:30 pm

Winter Park City Commission Chambers

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"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 | |
| a. CRA advisory board annual report photo | 5 minutes |
| 2. Consent Agenda | |
| a. Approve minutes of regular meeting December 15, 2022 | 1 minute |
| 3. Public Comments (for items not on the agenda): three minutes allowed for each speaker. | |
| 4. Action Items | |
| a. RFP1-23: CRA Plan Modification Consultant Services | 30 minutes |
| 5. Non-Action Items | |
| 6. Staff Updates | |
| a. Project Updates | 15 minutes |
| 7. Board Comments | |
| 8. Upcoming Agenda Items | |
| 9. Adjournment | |



Community
Redevelopment
Advisory Board

agenda item

item type	Call to Order	meeting date	February 16, 2023
prepared by	Kyle Dudgeon	approved by	
board approval			
strategic objective			

subject

CRA advisory board annual report photo

motion / recommendation

As requested

background

Board photo for the annual report is requested

alternatives / other considerations

fiscal impact



Community
Redevelopment
Advisory Board

agenda item

item type	Consent Agenda	meeting date	February 16, 2023
prepared by	Tatia Ghviniashvili	approved by	
board approval			
strategic objective			

subject

Approve minutes of regular meeting December 15, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Draft_Minutes.pdf](#)



Community Redevelopment Advisory Board Meeting Minutes

December 15, 2022 at 5:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Maria Bryant, Linda Washington, Murray Wilton, Anjila Vaya, Sherwin Sargeant;
Board Coordinator Tatia Ghviniashvili.

Staff Present

Assistant Division Director of Economic Development/CRA Kyle Dudgeon.

1) Call to Order

Vice Chair Maria Bryant called the meeting to order at 5:32 p.m.

2) Consent Agenda

- a. Approve the minutes of regular meeting, September 22, 2022.

Motion made by Maria Bryant to approve the minutes as presented; seconded by Linda Washington. Motion carried unanimously with a 5-0 vote.

- b. Approve the minutes of regular meeting, October 27, 2022.

Motion made by Maria Bryant to approve the minutes as presented; seconded by Linda Washington. Motion carried unanimously with a 5-0 vote.

3) Public Comments (for items not on the agenda):

Forest Michael, 358 W. Comstock Ave, addressed flooding in Hannibal Square following Hurricane Ian. He explained how a pipe outfall led to sewage and stormwater flooding his neighborhood, and requested the board collaborate with the City Commission and CRA Agency to fix the issue before the next hurricane season.

Martha Bryant Hall, 331 W. Lyman Ave, spoke about flooding following recent severe weather events, and the negative impact it had on her community. She explained that the city is at fault because of problems associated with improper water drainage as a result of poor infrastructure.

4) Action Items

- a. MLK Unity Corner - Selection Committee Volunteer

Mr. Dudgeon presented the board with an opportunity to volunteer on the selection committee for the MLK Unity Corner Project. The committee will be comprised of a representative from the Public Art Advisory, Parks and Recreation Advisory and CRA Advisory Boards, and will work collaboratively towards soliciting an artist for the project. The board held a brief discussion and agreed Ms. Bryant would be an asset to the selection committee.

Motion made by Anjila Vaya to nominate Maria Bryant for the selection committee for the MLK Unity Corner Project; seconded by Linda Washington. Motion carried unanimously with a 5-0 vote.

5) Non-Action Items

a. Program Updates

Mr. Dudgeon presented project updates, starting with the Housing Rehabilitation Program which has been modified to accommodate emergency management as requested by the CRA Agency on November 9. He briefly outlined the guidelines of the existing program and then highlighted the amendments made. The Emergency Management Provisions now allow for additional support in the case of a declared emergency, and Mr. Dudgeon emphasized the specific requirements for eligibility, and guidelines of the amended program.

In collaboration with CRA staff and web updates, the amended program is now live on the website. The floor opened for discussion and the board asked clarifying questions about the amendments and respective funding.

The board was also updated on program modifications associated with rear facades of commercial properties. Mr. Dudgeon highlighted that despite education and CRA attendant support, some commercial properties are struggling with the maintenance and upkeep of their rear facades. Photographs were presented to help the board visualize the conditions being spoken of. In working against this challenge, staff suggested modifications either within the existing program, or new program, to state that both front and rear facades of commercial properties should fall under the same conditions for business improvements and aesthetics. Staff also recommends incentivizing commercial properties to encourage investment into their rear facades.

Mr. Dudgeon opened the floor for comments, and a discussion followed on solutions to improve conditions such as, additional storage containers, screening, upgrading equipment, etc. Staff will incorporate the comments and suggestions made by the board moving forward, and will develop more specific language as the initiative rolls out.

6) Staff Updates

a. CRA Advisory Board Meeting dates for 2023

Staff and board held a brief discussion about 2023 meeting dates and agreed to move the February 23 meeting to February 16 to accommodate the Request for Proposal (RFP) schedule.

b. City Commission Meeting December 14, 2022

Mr. Dudgeon gave an update about the Park Avenue District's approval of becoming a Florida Main Street District under the Main Street America Program. He gave a brief description of the program/process, and informed the board that with this approval, an Executive Director is expected to be hired within 6 months. The City Commission has determined that support and funding for that role will come from the CRA- with a matching grant up to fifty thousand dollars. Staff will compose a structured agreement articulating return on investment, and conditions of approval for funding.

The board asked questions about Main Street America and status of Hannibal Square on becoming part of the program. Mr. Dudgeon made a few clarifications and explained what conditions Hannibal Square needs to meet in order to be considered.

7) Board Comments

The board spoke on the lack of communication surrounding CRA funding being allocated for the Executive Director role. Although being part of Main Street America is a financial asset to the city in the long-run, the board struggles with being told funding is being taken out of the CRA after the decision has already been made.

Ms. Vaya commented on a new street sign in her neighborhood that is not visible by drivers, causing many community members to be ticketed. She asked if staff can communicate with the department responsible to resolve the issue.

8) Upcoming Agenda Items

An update will be provided regarding the street sign mentioned by Ms. Vaya.

9) Adjournment

The meeting adjourned at 6:48 p.m.

Minutes approved by the board on
/s/ Tatia Ghviniashvili, Board Coordinator



Community
Redevelopment
Advisory Board

agenda item

item type	Action Items	meeting date	February 16, 2023
prepared by	Kyle Dudgeon	approved by	
board approval			
strategic objective			

subject

RFP1-23: CRA Plan Modification Consultant Services

motion / recommendation

Approve staff recommendation

background

Staff has worked through a solicitation exercise to produce consultant assistance with the redevelopment plan amendment process. A report will be provided at the meeting.

alternatives / other considerations

fiscal impact

Staff includes a consultant services line item in the annual budget

ATTACHMENTS:

[RFP1-23_Specification.pdf](#)

Request for Proposal



RFP1-23 Winter Park CRA Community Redevelopment Plan Modification

Proposals Due: **January 30, 2023 at 2:00 pm EST**

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



Table of Contents

RFP1-23 Winter Park CRA Community Redevelopment Plan Modification	1
SECTION 1: Proposal Preparation & Submittal	5
1.1 Obtain Documents	5
1.2 Proposals Due	5
1.3 City is Not an Administrative Agency	5
1.4 Preparation of Proposals	5
1.5 Proposal Submittal	6
SECTION 2: Scope of Services	7
SECTION 3: Proposal Format.....	10
SECTION 4: Evaluation Procedure.....	12
4.1 Evaluation	12
4.2 Criteria.....	12
4.3 Evaluation Criteria	13
4.4 Scoring Definitions.....	14
4.5 Tentative Calendar of Events.....	15
4.6 Selection Process.....	15
4.8 Formal Oral Presentations/Interviews.....	16
4.9 Post Award Termination	16
SECTION 5: Standard Terms & Conditions.....	17
5.1 Basis of Response/Proposals.....	17
5.2 Submission of Supporting Documents	17
5.3 Proposal Prices	17
5.4 Delivery	17
5.5 Contract Term	17
5.6 Invoicing & Payment.....	18
5.7 VISA Acceptance	18
5.8 Taxes.....	18
5.9 Mistakes.....	18
5.10 Contract Award	18
5.11 Proposal or Contract Terms at Variance with This Document and the RFP or Specifications	



5.12	Modifications & Withdrawals.....	20
5.13	Disqualifications.....	20
5.14	Proposal Costs.....	20
5.15	Protests & Procurement Policy	20
5.16	Agreement	21
5.17	Additional Purchases by Other Public Agencies	21
5.18	Use of Other Contracts.....	21
5.19	Public Entity Crimes	21
5.20	Certificate of Insurance	22
5.21	Licenses, Permits, or Fees	22
5.22	Termination/Cancellation of Contract	23
5.23	Termination for Default.....	23
5.24	Termination for City's Convenience	23
5.25	Drug-Free Workplace	24
5.26	Indemnification	24
5.27	Accidents & Claims	25
5.28	Laws & Regulations	25
5.29	Communications	25
5.30	Cone of Silence.....	26
5.31	Addenda	26
5.32	Subcontractors	26
5.33	Assignability	27
5.34	Waiver, Alterations, Consent & Modification	27
5.35	Fiscal Year Funding Appropriations	27
5.36	No General City Obligation	27
5.37	Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods	27
5.38	Proprietary Information.....	27
5.39	Compliance	28
5.40	Equal Opportunity Employment	28
5.41	Fair Labor Standards Act.....	28
5.42	Unauthorized Aliens	28
5.43	False Claims	29



5.44	Reductions in Work.....	29
5.45	Disclaimer of Liability	29
5.46	Sovereign Immunity Reserved	29
5.47	Compliance with Occupational Safety & Health	29
5.48	Severability	30
5.49	Public Records.....	30
5.50	Counterparts	32
5.51	Lien	32
5.52	Authority to Bind City	32
5.53	Breach	32
5.54	Limitations on Damages.....	32
5.55	Ethics.....	33
5.56	Dispute Resolution.....	34
5.57	Procurement Decision	34
5.58	Scrutinized Companies	34
5.59	Electronic Signatures	35
5.60	Independent Contractor	35
5.61	Tobacco-Free Campus.....	36
5.62	Background Check Verification.....	36
5.63	Title IV Compliance.....	36
5.64	ADA Compliance	37
SECTION 6: Required Forms		38
Sealed Proposal Label:.....		38



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 January 30, 2023**. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



SECTION 2: Scope of Services

Project Description

The City of Winter Park is seeking responses from qualified and experienced firms to provide professional services related to the modification of the Winter Park CRA Community Redevelopment Plan which includes an in-depth analysis of potential boundary expansions and/or modifications, and a 10-year extension of its existing timeframe past 2027.

Since 1994, the Agency has played an integral role in the removal of blight and adding value to the downtown area and surrounding community. Established initially in the central business district and historic Westside neighborhood of Winter Park, the CRA expanded its boundaries to include U.S. Highway 17-92 corridor in 1999. Today, the CRA encompasses 15% of the city's land area, has approximately 8% of the residential population, and contains over 50% of all businesses in the City of Winter Park.

The CRA fulfills its goals by investing tax increment financing (TIF) revenues into capital improvements, incentive programs, and offering numerous initiatives to meet the needs of the community that it serves. The Agency receives increment revenue from both the city and the county for the area it encompasses.

While the Agency has experienced tremendous successes during its tenure, independent forces such as the late 2000's recession, the COVID-19 pandemic and recent inflation have significantly affected the CRA's ability to execute its projects within its prescribed timeline. The City of Winter Park also desires to address subsequent elements of blight within the City and CRA that may not have been addressed in its 1994 plan and 1999 update.

For further information about the City of Winter Park Community Redevelopment Agency, please visit www.cityofwinterpark.org/cra.

Scope of Work

Professional services to modify the Winter Park CRA Community Redevelopment Plan. In general, Task 1 and Task 2 reference the potential for boundary modification while Tasks 3, 4, 5, and 6 reference plan modifications. In detail, they are as follows:

Task 1: Prepare a review of adjacent areas to the existing CRA boundary for potential inclusion into the CRA plan update and extension request.

Task 2: Draft a finding of necessity study for any boundary modification based upon said review in Task 1. The City and the CRA acknowledge pursuit of boundary modifications and a plan update are two requests that run parallel, but each have their own process and due diligence. Any proposal's work plan should include an accommodation in the event boundary modifications are not agreeable based on an evaluation or discussions amongst CRA partners and therefore Task 2, no longer becomes a pertinent element of the scope.

Task 3: Develop a gap analysis or comparable resource to narrate the following:

- Completion of the Winter Park CRA plan, goals, and objectives to date
 - Review of staff information including data, infographics, annual reports, delegation of authority, completed projects, ongoing projects, and spending to date.



- Articulate successful impacts of the CRA to date.
- Overlaying elements of the Orange County Comprehensive Plan with specific references to housing, transportation, and economic development)
- Demonstrate external factors (such as inflation, COVID-19, recession, etc.) that may have limited the CRA's ability to successfully execute the CRA plan within its existing timeline.

Task 4: Propose a CRA Plan Update for a ten-year extension within which public and private resources may be used to accomplish redevelopment activities. The analysis and effort under which the plan update will consider must include, but not be limited to:

- Review tax base and ownership data, property lines and right-of-way boundaries.
- Evaluate current land uses, future land use/zoning designations and recommend changes, if necessary, to facilitate redevelopment.
- Evaluate what makes the Winter Park CRA unique and propose steps that the District can take to preserve, nurture and promote these features.
- Review and analyze real estate market trends and property values including a provision for projections for TIF revenues within the CRA area.
- Evaluate vacant and underutilized properties within the CRA and determine a strategy for encouraging and facilitating (re)development or revitalization.
- Development of a vision and goals, objectives and policies to support the elimination of the blighting conditions outlined in the Finding of Necessities Report(s).
- Evaluate existing infrastructure, and assess opportunities and constraints to complete CRA capital projects.
- Identify strategies to work with Orange County and other partnership agencies to complete requisite CRA capital projects. Said projects could include; but may not be limited to new infrastructure, housing, neighborhood revitalization, sustainability, energizing of business districts, business retention/expansion/attraction, economic growth/diversification, and others.
- Identify various grant opportunities to support other CRA capital projects within the district.
- Review of other Florida cities' CRA grant programs, as well as those of Winter Park and the State of Florida, and recommendations for inclusion/adoption, which might include business incentives, housing, infrastructure or financial assistance in response to economic impact from storm events, pandemic, quality of life, or other hazards.
- Development of a ten-year work program and capital improvement timeline for the duration of the extension.



Task 5: Outline and coordinate regulatory process required to complete update and/or modification of the CRA and CRA Community Redevelopment Plan:

- Citizen Participation Process including; but not limited to,
 - CRA district community and public
 - CRA Agency
 - City Commission
 - Orange County
 - CRA advisory board
 - Winter Park Land Planning Agency (Planning and Zoning Board)
- Notification Requirements to Taxing Authorities, Agencies and Counties, and Land Planning Agency as required by Chapter 163 Part III, Florida Statute.
- An update of Delegation of Authority Resolution with Orange County Government.
- Other Public hearings as required including briefings to the City Commission, County Commission, and presentations as needed.

Task 6: Coordinate with CRA staff and City attorney on relevant drafting of resolutions and ordinances consistent with F.S. 163.

Location

The Winter Park CRA is predominately located within the boundaries of Webster Avenue to the north, Interlachen Avenue to the east, Fairbanks Avenue to the south, and Orlando Avenue (U.S. 17-92) to the west. The district also includes portions the Carver Street and Railroad Avenue neighborhood as well as a segment of Orange Avenue.

Fee Proposal

The CRA looks to the Consultant to present a cost-effective fee proposal to complete the Scope of Work. If the Response intends to omit any tasks or requirement listed in the Scope of Work said omission must be described in this Statement of Proposed Services.

Exhibit

Exhibit A includes a review of potential zones to consider for CRA expansion as part of the CRA Agency workshop and meeting on June 23 and August 24, 2022. While these zones have yet to be vetted for compliance with a finding of necessity, they represent areas of interest for review. These zones also do not reflect a comprehensive list of all areas of study, nor final representations of specific boundary modification areas. The selected consultant will review and recommend areas of further exploration. For example, additional discussions have included areas such as the Plymouth Apartments Senior Living Facility located on Gay Road. These exploratory areas are evidenced as part of the exhibit map.

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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 Solicitation Submission Acknowledgement Form.

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 of this formal solicitation. The letter must be a brief formal letter from the Respondent that provides information regarding the company’s familiarity and interest in this request for proposal. 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, and e-mail addresses.

Tab 2. Experience and Expertise

Indicate the firm’s background and expertise 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. Key Proposed Project Team

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. Project Delivery and Approach

Describe the project delivery plan and approach, how the project will be managed to meet schedule and budget requirements. The proposal should identify any challenges or obstacles foreseen in modifying the Winter Park CRA Community Redevelopment Plan Modification. The Respondent is also encouraged to provide innovative approaches that should be considered to accomplish the 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. Fee Proposal

Fee proposal to complete the Scope of Work. If the Respondent intends to omit any tasks or requirements listed in the Scope of work said omission must be described in this section.

Tab. 7 Required Forms

Include fully executed forms: Solicitation Submission Acknowledgement, Drug Free Workplace, E-Verify Affidavit, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes Affidavit, Public Records Act Affidavit, a copy of the current Florida Departments of Businesses & Regulation License(s)/ registration with the appropriate Board(s) for your firm if applicable, and a copy of your State of Florida proof of incorporation. If not a corporation, submit a copy of your State of Florida Division of Corporations showing your State registration or your license if you are a sole proprietorship.

Tab X. Miscellaneous

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



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.

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4.3 Evaluation Criteria

Criteria	Weight	Grade	Total Possible Points
Experience and Expertise: Respondents are evaluated based on their experience on similar projects, how the projects translate to success on this project, quality of those projects, schedule, problems encountered and the means to solve them.	5	1 2 3 4 5	25
Key Project Personnel: Respondents are evaluated based on the qualifications and relevant experience of the key personnel and consultants proposed for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project.	4	1 2 3 4 5	20
Project Delivery and Approach: Respondents are evaluated based on the team organization, understanding of the scope of work, project management and communication plan, ability to meet budget and provide services in a timely manner.	6	1 2 3 4 5	30
Professional Contacts: Respondents are evaluated based on how relevant the projects are to this RFP.	2	1 2 3 4 5	10
Fee Proposal: Respondents are evaluated based on the proposed cost-effective fee to complete the services in this RFP. If Respondent intends to omit any tasks or requirements listed in the scope of work, the omission must be described and included with your Fee Proposal.	3	1 2 3 4 5	15
Total Possible Points			100

Total Points to be earned are on a scale of 1 – 100 points, 1 being the lowest, and 100 being the 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	December 19, 2022
3	Proposals Due to Procurement	January 30, 2023
4	Selection Committee Meeting – Evaluation and Ranking	February 6, 2023
5	Oral Presentations and Final Ranking	February 13, 2023
6	Proposal to CRA Advisory Board	TBD
7	Anticipated Agency Award	February 22, 2023

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. Procurement will notify the short-listed firm(s). Respondents will be evaluated based on the oral presentations or interviews conducted, using the same evaluation criteria, 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.

4.8 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. Each Respondent 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.

4.9 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.



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.



To be effective and enforceable, any changes in the scope of services, extension requests, or fees must be presented by City staff to the Agency for approval or rejection. Only upon written consent of both parties and approval of the Agency will changes be enforceable.

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 and the RFP or Specifications

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.

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 Additional Purchases by Other Public Agencies

The vendor, by submitting a proposal, authorizes other public agencies to "piggyback" or purchase commodities or services being proposed in this formal solicitation at prices proposed, unless otherwise noted on the proposal sheet.

5.18 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.

5.19 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.

5.20 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.

5.21 Licenses, Permits, or Fees

It shall be the responsibility of the successful Respondent to obtain all licenses and permits, as required, to complete this service at no additional cost to the City. Permits and the payment of related fees are required from the City within the scope of work in these specifications. Said fees paid for required building permits may be reduced by thirty-three percent (33%) for the City only. Fees paid for trade permits including plumbing, electrical, gas, mechanical, and demolition permits cannot be waived. The successful Respondent is required to obtain the permits; however, the successful Respondent may inform the Building Division they are under contract to the City, and request a reduction of the required fees as referenced above.

Payment of these fees does not relieve the successful Respondent from the financial responsibilities or other requirements imposed by other governmental agencies relating to permits, licenses, or fees which they may impose. This does not include waiving school impact fees or Competency Card License fee when applicable.

The successful Respondent is required to obtain all necessary inspections including building, plumbing, mechanical, and electrical inspections and the Certificate of Occupancy must be obtained prior to occupancy as is required by the Winter Park Building Division.



All other related Land Development Code requirements related to building projects must be observed including, but not limited to, landscape, irrigation, lighting, and storm water provisions. All required licenses and permits shall be disclosed by true and correct copy thereof upon submission of the proposal, and thereafter, shall be readily available for review by the City (reference to the "City" herein shall also mean any official or employee of the City acting in proper authority on behalf of the City).

5.22 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.

5.23 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.

5.24 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.



5.25 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.

5.26 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.



5.27 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.

5.28 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.

5.29 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.

5.30 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.

5.31 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 Solicitation Submission Acknowledgement Form to be considered.

UNLESS OTHERWISE SPECIFIED, ALL ADDENDA MUST BE ACKNOWLEDGED ON THE SOLICITATION SUBMISSION ACKNOWLEDGEMENT FORM TO BE CONSIDERED RESPONSIVE. FAILURE TO ACKNOWLEDGE ALL APPROPRIATE ADDENDA MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.

5.32 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.

5.33 Assignability

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

5.34 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.

5.35 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.

5.36 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.

5.37 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.

5.38 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.



5.39 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.

5.40 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.

5.41 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.

5.42 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.



5.43 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.

5.44 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.

5.45 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.

5.46 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.

5.47 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.



5.48 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.

5.49 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.



5.50 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.

5.51 Lien

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

5.52 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.

5.53 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.

5.54 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.

5.55 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.



5.56 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.

5.57 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.

5.58 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.

5.59 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.

5.60 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.

5.61 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.

5.62 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.

5.63 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.

5.64 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: Solicitation Submission Acknowledgement

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

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: RFP1-23

Solicitation Title: Winter Park CRA Community Redevelopment Plan

Solicitation Due Date & Time (EST): January 30, 2023 by 2:00 pm EST



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.

Respondent shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements. Awarded Respondent 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.



Community Redevelopment Advisory Board

agenda item

item type	Staff Updates	meeting date	February 16, 2023
prepared by	Kyle Dudgeon	approved by	
board approval			
strategic objective			

subject

Project Updates

motion / recommendation

background

Staff is providing an update relative to the following topics. In general, these do not necessitate action by the board, but are included to provide the public the most up to date information regarding the status of various issues. The board may use this time to address discussion or viewpoints on these items.

New York Avenue Streetscape - Phase II intersection of New York and Comstock is complete. Remaining intersections at Welbourne and Morse have been recalibrated to coincide with development of Denning/Fairbanks and Denning/Webster construction. New York and Morse expected to begin prior to the end of the month.

Denning/Webster north enhancements - Extension of mixed use path north of Webster approved by CRA Agency on August 24 with a value of 500k. Design concept at 60%. Working through internal review with anticipated construction date of summer 2023.

Denning/Fairbanks improvements - Design schematics complete for transportation improvements, and sent for comment by FDOT including a separate southbound right turn lane to ease traffic congestion. Plans in coordination with FDOT and city consultant Kimley-Horn for final comment with solicitation and bid forthcoming. Currently, anticipated construction is summer 2023.

Shady Park Enhancements - Staff has met with the artist and stakeholders regarding concept designs for the art piece. Next includes the artist procuring materials and expertise to begin the next phase of detailed work. This phase and construction is estimated at 9 months. Additional improvements to Shady Park (fixture, hardscape, landscape) will be coordinated within this timeline.

MLK Park & Memorial Corner - Staff is proceeding with memorial corner design including a Call for Artists solicitation on January 4th to integrate a sculpture element into the corner and overall park improvement approved by the Agency on November 9th, 2022. Selection committee members comprised of the Public Art, Parks and Recreation, and CRA Advisory Board. Staff is additionally coordinating for an additional MLK playground public meeting to clarify design and amenity enhancements. Meeting occurred on February 7th at 6:00pm at the Community Center. Copies of the latest information can be found at: <https://cityofwinterpark.org/government/projects/mlk-jr-park-renovations-project/>

alternatives / other considerations

fiscal impact

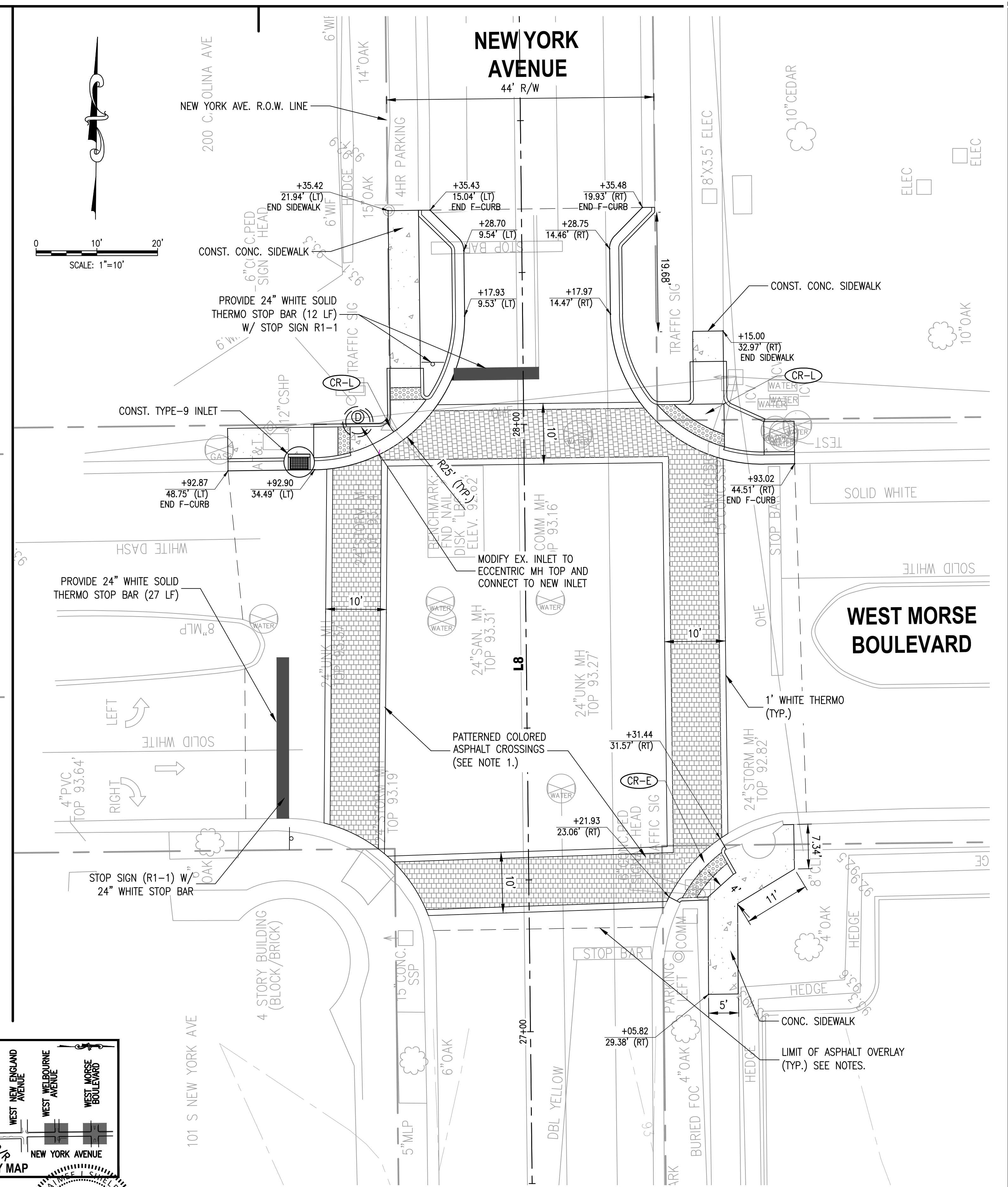
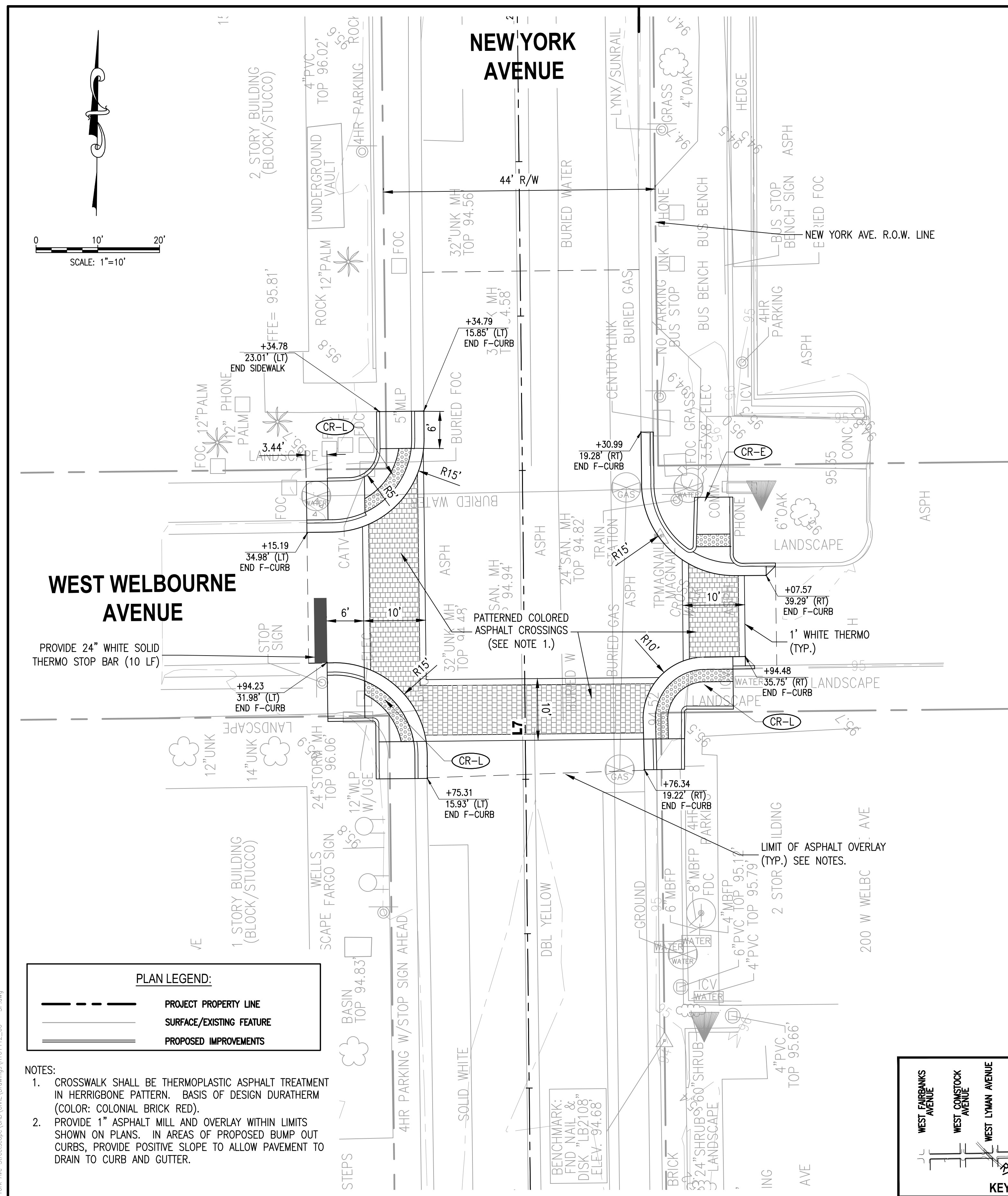
Costs for these items have been included within the CRA budget

ATTACHMENTS:

[Denning & Fairbanks.pdf](#)

ATTACHMENTS:

[New York & Morse Intersection Work.pdf](#)



REVISIONS				 gai consultants transforming ideas into reality® 618 South Street, Suite 700 Orlando, FL 32801 407.423.8398 Certificate of Authorization: EB9951	 City of Winter Park Planning and Development 401 South Park Avenue Winter Park, Florida 32789 407.599.3399	 AIMEE J. SHIELDS, P.E. Lic. No. 68011	SCALE:	1"=10'	PROJECT NO./ FB NO. A161412.00	SITE AND SIGNAGE PLAN W. MELBOURNE AVE / W. MORSE AVE	SHEET NO.
REV	DATE	BY	DESCRIPTION				DATE:	05/20/2020			
							DRAWN:	MJC	Unless otherwise noted all dimensions are based on physical measurements and are expressed in feet and decimal parts thereof unless otherwise noted. Monumentation was found at points where indicated.	NEW YORK AVENUE - ROADWAY IMPROVEMENTS CITY OF WINTER PARK, FLORIDA	C3.20
							CHECKED:	GNL			
							APPROVED:	AJS			
							AIMEE J. SHIELDS, P.E. Lic. No. 68011				