



Keep Winter Park Beautiful & Sustainable Advisory Board Regular Meeting

Agenda

May 17, 2022 @ 11:45 am

Public Safety Building

500 N. Virginia Ave

Winter Park, FL 32789

welcome

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

assistance & appeals

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please note

Times are projected and subject to change.

-
1. **Call to Order**
 2. **Consent Agenda**
 - a. [Approve meeting minutes from March 15, 2022](#) 2 minutes
 - b. [Approve meeting minutes April 19, 2022](#) 5 minutes
 3. **Public Comments (for items not on the agenda): Three minutes allowed for each speaker**
 4. **Action Items**
 - a. [Board to vote to continue to meet in person or to meet via Zoom](#) 5 minutes
 5. **Non-Action Items**
 - a. [Introduction of new board members](#) 5 minutes
 6. **Staff Updates**
 - a. [Introduction of the new Sustainability Specialist - Mia Brady](#) 5 minutes
 - b. [Earth Day Report](#) 5 minutes
 - Total Cost
 - Total turn out - 1450+ people
 - Divert (composted) 87lbs from the landfill
 - c. [Feasibility study for 100% renewables](#) 5 minutes
 - Quanta Technology, LLC
 - d. [Draft RFP for Energy Efficiency Study](#) 10 minutes
 7. **Board Comments**
 8. **Upcoming Agenda Items**
 9. **Adjournment**



Keep Winter Park
Beautiful &
Sustainable
Advisory Board

agenda item

item type	Consent Agenda	meeting date	May 17, 2022
prepared by	Melissa Meade	approved by	
board approval			
strategic objective			

subject

Approve meeting minutes from March 15, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[KWPB&S Meeting Minutes March 15, 2022](#)



Keep Winter Park Beautiful & Sustainable Advisory Board Virtual Minutes

March 15, 2022, at 11:45 a.m.

Virtual

Present

KWPB&S Advisory Board Members: Kay Hudson, Stephen Pategas

City of Winter Park Staff: Gloria Eby, Director; Sara Miller, Sustainability Manager; Kris Stenger, Sustainability Coordinator

(1) Call to Order

Board member Kay Hudson called the meeting to order at 11:54AM.

(2) Consent Agenda

The board will table the approval of the minutes for the April board meeting.

(3) Staff Updates

Staff informed the board about the Election Sign Recycling Campaign after the recent Commissioner Election. There is an allocated crate bin at Fire station 64 in the public work compound where people can drop off their election signs. This will be going on until the 22nd of March. Sara M. is working on a project with the League of Women Voters in the future to potentially help keep the crate bin organized and taped up for easy storage. Once the Recycling Campaign has concluded, staff will store signs at public works until the next election. By the next election, staff hopes that they can partner with Orange County and the City of Orlando to help with delivery to NuCycle energy. For the future, board member Stephen P. suggested recycling different signs, such as stake signs, when the Election Sign Recycling Campaign is going on. A digital flyer was made for the Election Sign Recycling Campaign which was shared to socials and the Winter Park kiosk on March 8th.

Sara M. discussed with the board the progress of the Green House Gas Inventory. She spoke with a former member of the Sustainability team, Agnieszka, who explained the process of inventorying. Sara M. is still in the process of learning how to input data as well as understand the GHG inventories. The goal for the Sustainability Program is that Sara M. will be able to complete this task yearly, but if that is not feasible, then Agnieszka offered to work as a consultant for that process. Payment and contract have not been discussed at the moment. The GHG learning & implementation process should take place over the course of the next 4 months.

Staff updated the board about the status of the upcoming Earth Day event. The event will include multiple vendors including Rollins College, the Florida Native Plant Society, Waste Pro, Solar United Neighbors, the League of Women Voters, Center for Health and Wellness, GoodFills, Track Shack, and Kona Ice. All the vendors will have their own unique tabling activity at the event. There are still more vendors that staff is waiting for a response from. Staff received the approval from the Communications Team for the media flyer for the Earth Day & Run for the Trees events as well as the graphics.

Beyond 34 is an initiative created by the U.S. Chamber of Commerce Foundation and launched in the Central Florida area, to start finding solutions to the issue of recycling. The goal of the program was to get beyond the national average of 34% diversion rates of plastics. Sara Miller became a Recycling Fellow and helped facilitate one of the first conversations with public and private partners to exchange ideas. Out of the first conversation, 5 projects were created. One of the projects was to renovate Orange County's Materials Recovery Facility (MRF) which is old and outdated. When the project was just about to takeoff the pandemic hit which halted all of its progress. Although the project will be continuing soon, all of the recycling in Central Florida is going to out of county places that are willing to take the clean loads that we have. This change has

made recycling difficult in Central Florida. From Beyond 34 the City of Winter Park began working on the Downtown Core Recycling (DCR) Project which was an initiative to get more restaurants to recycle. The big issues facing the project was a lack of space and a lack of education. Once the Sustainability Coordinator position is filled, staff would like to begin working on solutions for the DCR project. Once the MRF project is complete it should be a gamechanger for recycling in the Central Florida area, but sustainable education is a main priority until then.

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

No Public Comments.

(5) Non-Action Items

1. No Non-Action Items

(6) Action Items

1. Staff inquired about the board's opinion on the acknowledgment service for the Green School Grant (GSG) recipients. A possible time to host a GSG recipient acknowledgement service would be during the Earth Day event. The board agreed that would be an opportune time to host the service and staff will be working on contacting the GSG recipients to check for availability.

(6) Public Hearings

No Public Hearings.

(7) Board Comments

Stephen P. made note about a recent city update concerning the leaf blower ordinance which contained incorrect info. The update said the ordinance will go into effect on July 25th, but it will get implemented on July 24th. Stephen P. reached out to the Communications team and is awaiting a response.

Kay H. wanted to applaud the amount of coverage and awareness that the leaf blower ordinance has received from the city. According to staff, the public feelings towards the ordinance are positive.

Gloria E. wanted to express a green minute item which was the fact that the Sustainability program has gotten a tremendous amount of positive feedback for cleanup and restoration events.

Kay H. wanted to research the process of creating an ordinance that would make property owners responsible for cleaning up their own litter. She wanted to put the idea out there in hopes that a conversation can begin about more commercial business accountability for throwing trash away.

(8) Adjournment

Meeting adjourned at 12:56PM.

Minutes approved the board on mm/dd/yyyy.
/s/ Recording Secretary Sarah Miller



Keep Winter Park
Beautiful &
Sustainable
Advisory Board

agenda item

item type	Consent Agenda	meeting date	May 17, 2022
prepared by	Melissa Meade	approved by	
board approval			
strategic objective			

subject

Approve meeting minutes April 19, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[KWPBS Meeting Minutes April 19, 2022](#)



Keep Winter Park Beautiful & Sustainable Advisory Board Virtual Minutes

April 19, 2022, at 11:45 a.m.

Police Department Ray Beary Room
500 N Virginia Ave. Winter Park

Present

KWPB&S: Chair Ben Ellis, Carey Bond

Absent: Danielle Flipse, Kay Hudson, Lynne Bachrach, Stephen Pategas

City Staff: Gloria Eby; Director of Natural Resources and Sustainability, Sara Miller; Sustainability Manager, Johnny Miller; Event Manager, Victoria Tabor; Admin Coordinator/Recording Secretary

Guest: Members from the Winter Park Sunshine Website.

(1) Call to Order

Meeting called to order by Ben Ellis at 11:49AM.

(2) Consent Agenda

The board will table the approval of the minutes for the May board meeting.

(3) Staff Updates

Sara Miller started to inform the board about her new intern Elizabeth (Bess) Prim from Rollins College. She explained Bess's background how she's in the sustainability group at Rollins and how she wants to learn everything about sustainability. Sara re-introduced Bobby Sena and explained a little bit on what help he is for her as an intern. She then jumped into talking about the sustainability specialist position that closed. Nineteen candidates applied, Gloria and Sara were going to sit down together and choose their top 5 to interview. Gloria recognized Randy Knight about thanking him for turning the sustainability specialist to a full-time position.

Johnny Miller gave his update to Earth Day. He started off with saying that teaming up with Run with the Trees was a great idea. The Earth Day will fall on April 30th started at 7am. Johnny told the board that this is the first reach out to the community with the help of Center for Health and Wellbeing and multiple departments, including Keep Winter Park Beautiful and Sustainable, Stormwater, Lakes, and Natural Resources and Sustainability. He then went to explain the map of the event on where the runners will go and then come out to where we are and all of the vendors are located. Sara then went into explaining about the awards ceremony on where it was going to be located, what time it will be held at and Ben Ellis offered to announce the awards and hand out the certificates. She also explained that there will also be a small EV car show. Sara expresses that she needs help from the board throughout the event with set up and crowd control at the tent.

Sara gave out the information about the upcoming Household Hazardous Waste Drop off event that happening on April 11th. She went to explain what to expect, how residents are going to drop off their waste, and a map of the area. She reassured the board that there will be signs to explain where people are to go and there will be police officers at the road closures to help direct where people need to enter at. Carey Bond asked about the document shredder and Gloria said due to liability it wasn't a part of this event. Sara did give an option that Office Depot does shred documents. Gloria added that we as a department plan to get our website more up to date comprehensively which will include updating the Waste Diversion & Recycling section. We want to include more big box vendors that do also have recycling/sustainability programs like Office Depot.

Sara moves on to reviewing the Household Hazardous Waste Drop Off Event. The ADA Compliant Map was posted on the website which includes directions on how to get to the event and what streets are blocked off.

This was part of a press release that went out to the public on April 18th, 2022. There were numerous residents calling in to express their confusion about where the event was going to be but Sara reassured these residents that it would be easy to find by walking through the directions with them on the phone. Once the map was posted on the website, Sara did not have any calls. Gloria chimed in with saying when we planned this event our staff really took in consideration traffic and safety so that is why we had police officers stationed as well as barricade/ road closures to help with traffic control and ease the flow of traffic. A back up plan is also in place if the event needs to shift gears due to traffic congestion. We don't want another Howell Branch Road predicament. Sara continued to explain volunteer and staff placement as well as where Waste Pro and A1 Assets will be stationed. All vendors, staff, and volunteers will be on site no later than 7 AM for set up and for Sara to hand out roles and responsibilities. This event will be catered so that our vendors and staff feel appreciated.

Sara announces that we have started the clean up events with our first successful clean up event with UCF IDEAS For Us on March 26th. They teamed up with their engineering club and picked up a whopping 60 pounds of trash. 22 students were in attendance including our Stormwater Engineer Shannon and myself to lead the clean-up at Howell Creek Preserve Park. Students had the opportunity to weigh out the bags on site and they were shock as well as proud to have that much of an impact. They seemed enthusiastic to come back up and volunteer with Keep Winter Park Beautiful and Sustainable. On June 18th, we will be doing another clean up event at Mead Botanical Gardens. On April 16th, we had a very small clean up with Disney's Springs UNIQLO Staff. We were able to clean up 10 pounds of trash with this small but might team of four. They also had great feedback to give and said that they would be willing to come back and participate in another clean up.

On Thursday April 21st, the SWAT Team will be participating in a clean-up where most volunteers won't be able to get too. Joey Cordell will assist Sara with this clean up. Finally, upcoming public volunteer clean up events include May 14th, June 4th, and July 16th. These events have not been set in stone and they have not been posted on our department page but will be in the next few weeks. We work with both Volunteer Match and Communications to share these events. May 14th might be a Howell Creek Preserve again. Sara is seeking recommendations for June and July events. Sara explains to the board that she is still learning the Vanessa routes to for now she is starting with public areas such as parks until she has a better handle of her routes. Sara has a future clean up with Keller Williams on May 12th that uses her route. Finally, we have a Shoreline Restoration Project on May 7th that the Lake Killarney Condo Association requested.

Sara and Gloria move on to explain the partnership that we have at Mead Gardens. We want to amend the relationship the city has with Mead Gardens and give them support in what they may need. Sara will be sending volunteer groups over to Mead to work on specific projects that they need. We have created a land management plan to keep both the city and Mead Gardens accountable for the projects that we work on together. Gloria explains that this will be a comprehensive detail plan to include everything from the number of volunteers to the supplies needs and who will be accountable. On this plan will include April 22nd Earth Day Tree Planting with Total Quality Logistics as well as June 18th UCF IDEAS For Us Branch Clean Up. We also plan to partner with IDEAS For Us on volunteer projects with Mead, the first being a pollinator garden.

Gloria announces that the month of April has been declared Earth Month via the Proclamation that was announced at the commission meeting on April 13th. This will be shared on our new Facebook for all to see.

Carey shared with the all-in attendance that she had met with Commissioner Sullivan earlier regarding renewable energy and that they are very passionate about this topic. She expressed the need and want to work with the Utility Board on future plans for renewable energy. She then invites Commissioner Sullivan to elaborate more on this topic. Commissioner Sullivan first explains to the board how impressed he is with how Sara has jumped into all these projects. He then thanks Gloria for putting out an RFP regarding the solar feasibility study. He addresses the board with saying how he feels it's important for them to be part of the RFP process going forward as well as being included in meetings with the utility advisory board in addition to other boards that relate to the subject of renewable energy get integrated into the process. This includes inputs and recommendations from the board, he reiterates that the board is the eyes and ears for staff and the commission. Gloria does reassure the board on the RFP process that it has been sent out to the public and it is closing. Once the RFP is closed, she will review selections with selection committee which includes internal staff. This committee includes Gloria, Public Works, and Utilities - Daniel D'Alessandro. All will project managers collectively to oversee this solar feasibility study. Gloria continues to explain that avenues that will help us get to 100% renewable as Commissioner Sullivan suggested will be included. Gloria does want the city

to be honest and transparent with our data to the public which is why this feasibility study is important in order for us to create that timeline.

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

Caitie, Jessica, and Chase - currently seniors at UCF announced that they are working on their senior capstone project which is called the winterparksunshine.org to help keep winter park citizens aware of their resources. A completely nonpartisan databases or one stop shop to agenda items and meeting minutes a well as in adherence to the sunshine law. This also will include all elections and on-going events. Podcast is up to date, please check it out.

(5) Non-Action Items

1. No Non-Action Items

(6) Action Items

1. Recycling Services of FL - dumpster behind sprouts very loud. Need to know if someone has a connection to have them switch pick up times to later in the day. Right now, it's 2 AM. Sara asked if the board had any connections to this vendor to maybe help alleviate this issue and the board in attendance did not
2. KWPBS WP Magazine Ad discount - We have ads going in their remaining summer & fall issues, we could double up on the skinny 1/3-page ad (randomly placed) or upgrade to a half-page horizontal ad for one of them. Theresa from Communications suggested option 2 - the larger ad for better coverage. The board chose option 2.
3. Volunteers are also needed at both Household Hazardous Waste Drop Off and Earth Day. Sara asked the board to spread the word so we can have more volunteers at both events.
4. Add to the agenda items for next meeting on whether the board will continue to meet in person. Also next meeting on consent agenda we will need approval minutes for Feb, March, and April. Reelections will also be taking place with voting occurring next month. Gloria expresses the need for board attendance for next meeting especially because of the solar feasibility study.

(6) Public Hearings

No Public Hearings.

(7) Board Comments

(8) Adjournment

Meeting adjourned at 12:45 PM (time was not announced, this is an estimate)

Minutes approved the board on mm/dd/yyyy.
/s/ Recording Secretary Sara Miller



Keep Winter Park
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Advisory Board

agenda item

item type	Action Items	meeting date	May 17, 2022
prepared by	Melissa Meade	approved by	
board approval			
strategic objective			

subject

Board to vote to continue to meet in person or to meet via Zoom

motion / recommendation

background

alternatives / other considerations

fiscal impact



Keep Winter Park
Beautiful &
Sustainable
Advisory Board

agenda item

item type Non-Action Items	meeting date May 17, 2022
prepared by Melissa Meade	approved by
board approval	
strategic objective	

subject

Introduction of new board members

motion / recommendation

background

alternatives / other considerations

fiscal impact



Keep Winter Park
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agenda item

item type	Staff Updates	meeting date	May 17, 2022
prepared by	Melissa Meade	approved by	
board approval			
strategic objective			

subject

Introduction of the new Sustainability Specialist - Mia Brady

motion / recommendation

background

Rollins Alumn - graduated 2022
Interned since Winter 2019

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Mia Brady Resume](#)

Mia Brady

MABRADY@rollins.edu | 818-618-6893 | <https://www.linkedin.com/in/mia-brady-73b7a61a3/>

Education

Rollins College, Winter Park, FL

May 2022

Bachelors degree in Environmental Studies; Minor in Cultural Anthropology

- Outstanding Environmental Studies Student Award
- Participated in a 2-week field study in California analyzing food systems, natural disasters, and protected wilderness areas

College Year in Athens, Athens, Greece

Fall 2021

Cultural Anthropology Studies

- Took classes and participated in field studies throughout Greece

Work Experiences

St. Johns River Water Management District, Geneva, FL

Spring 2022

Bureau of Land Management and Resource Intern

- Assist with field visits
- Create species lists for properties
- Assisted with prescribed burning
- Assist with Red Cockaded Woodpecker surveys

National Parks Service, Newbury Park, CA

Summer 2021

Vegetation Monitor Intern

- Conducted fieldwork in various locations in the Santa Monica Mountains
- Removed invasive plant species using manual, chemical, and mechanical methods
- Utilized various ways of propagating native plant species

City of Winter Park, Winter Park, FL

Winter 2019- Summer 2021

Sustainability Intern

- Worked on various projects to further sustainability within the city
- Was active with the Keep Winter Park and Sustainable Board
- Created many excel sheets for different projects and experience with GIS software

Lead Sustainable Coordinator, Winter Park, FL

Fall 2019- Present

Lead Coordinator, Student Group Leader, Urban Farm Co-Manager

- Worked with furthering sustainability on my college's campus
- Oversaw student coordinators working on various projects
- Led meetings with other coworkers and with other on-campus organizations
- Harvested produce and did various chores at the Urban Farm

Community Involvement

- Volunteered with the Blegen Library at the American School of Classical Studies in Athens, Greece
- Led a service trip to Ft. Lauderdale focusing on education
- Emerging Leadership Institute Participant
- Volunteer work at Mead Gardens and Nehrling Gardens
- Experience with several social media platforms and Microsoft Office



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subject

Earth Day Report

item list

Total Cost

Total turn out - 1450+ people

Divert (composted) 87lbs from the landfill

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Compost collection post](#)



OTOWNCOMPOST

Posts

Celebrating...



87 lbs.
Diverted!



2022 **run for the trees**

29th Jeannette Genius McKean Memorial 5k

presented by  Orange Health & Wellbeing



Liked by soldierflyguy and 44 others

otowncompost It was a pleasure collecting food waste this past weekend at the Run For The Trees Memorial 5k. 🏃 In total the event was able to divert 87 lbs. from the landfill - mostly consisting of banana peels! 🤪🍌





Keep Winter Park
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agenda item

item type	Staff Updates	meeting date	May 17, 2022
prepared by	Melissa Meade	approved by	
board approval			
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subject

Feasibility study for 100% renewables

item list

Quanta Technology, LLC

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Quanta Technology](#)



QUANTA
TECHNOLOGY

COPY

PROPOSAL

Proposal for RFP12-22: 100% Renewable Energy Initiative

PREPARED FOR

City of Winter Park, Florida

DATE

March 31, 2022
(Version 1.0)

INTERNAL PROJECT NUMBER

22T045

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March 31, 2022

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www.Quanta-Technology.com

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VERSION HISTORY:

Version	Date	Description
1.0	3/31/2022	Initial submission



TABLE OF CONTENTS

1	COVER LETTER.....	1
2	RESPONDENT’S EXPERIENCE	3
2.1	Northern Indiana Public Service Company, Reliability Attributes—Metrics, Scoring Methodology, and Rankings.....	3
2.2	LUMA, Puerto Rico, System Reliability with High Inverter-Based Resources (IBR) Penetration.....	4
2.3	EcoElectrica, Puerto Rico, Optimization of Power Plant PPA and Investment Scenarios	4
2.4	Sandia National Laboratories, Probabilistic Integrated Resource Planning	5
2.5	LUMA, Puerto Rico, Coordinated Planning and Investment Prioritization	5
2.6	Shell New Energies, Savion Portfolio Technical Due Diligence.....	6
3	QUALIFICATIONS OF PROJECT STAFF.....	7
3.1	Key Personnel.....	7
3.2	Project Organization	7
3.3	Project Team Resumes.....	8
4	WORK PLAN.....	14
4.1	Scope of Work	14
4.2	Addressing Scope Questions	18
4.2.1	Physical and Legal Ability of the Quanta Technology to Directly Access Existing Electrical Transmission and Distribution Infrastructure and to Sell Electricity to Retail Customers via That Infrastructure.....	18
4.2.2	Detailed Description of a Strategy or Strategies to Significantly Expand the Renewable Energy for All Residents, Businesses, and Government Operations in Winter Park Toward 100% Renewable Energy Citywide by 2035, Including Any Relevant Potential Renewable Electricity Scenarios.....	18
4.2.3	Strategy to Procure and Deliver Renewable Sources of Energy, Including Identification of New Local Sources and the Potential to Maximize Local Distributed Energy Resources	18
4.2.4	Detailed Schedule/Timeline of Implementation of the Program Demonstrating an Increase Toward 100% Renewable Electricity Citywide by 2035, Including All Customer Classes	18
4.2.5	Detailed Description of the Estimated Costs of the Proposed Program (Including Administrative, Implementation, Estimated Rate Recovery Needs/Impacts, etc.) Expressed in Terms of Retail Electric Rates (in \$/kWh) for All Customer Classes to the Current Renewable Energy Portfolio Mix, Including Any and All Potential Fee Impacts.....	19
4.2.6	Analysis of the Greenhouse Gas Emission Reductions that Will Be Achieved with the Proposal as Related to the Goals of the SAP	19
4.2.7	Analyses of Potential Risks and Roadblocks and Potential Solutions or Mitigation, Including Any Anticipated Regulatory Issues or Risks, Departing Load Expense Risks, etc.	19



4.2.8	Specific and Detailed Additional Benefits Associated with the Proposal Which May Include Local Job Creation, Business Development, Environmental Benefits in Addition to Greenhouse Gas Reductions, etc.	19
4.3	Methodology	19
4.3.1	Task 1: Project Kickoff Meeting	19
4.3.2	Task 2: Data Request, Collection, and Analysis	20
4.3.3	Task 3: Initiation Workshop and Strategic Direction	20
4.3.4	Task 4: Capacity Expansion Scenarios	21
4.3.5	Task 5: Draft Report and Executive Presentation	21
4.3.6	Task 6: Workshop and Final Presentation to the City's Commission	21
4.4	Deliverables	22
4.5	Assumptions	22
4.6	Project Schedule	22
5	PROFESSIONAL CONTACTS	23
5.1	Reference 1: Larry Marini, LUMA Puerto Rico	23
5.2	Reference 2: Ajit Kulkarni, Shell New Energies	23
5.3	Reference 3: Natalie Ladd, Northern Indiana Public Service Company	23
6	REQUIRED FORMS	24
6.1	Attachment A: Signature Sheet	25
6.2	Attachment B: Drug-Free Workplace Affidavit	26
6.3	Attachment C: E-Verify Affidavit	27
6.4	Attachment D: Non-Collusion Affidavit of Prime Respondent	28
6.5	Attachment E: Public Entity Crimes Affidavit	29
6.6	Attachment F: Public Records Act Affidavit	30
6.7	Attachment G: Background Check Verification	31
6.8	Certificate of Good Standing in the State of Florida	32
6.9	Sample Insurance Certificate	33
7	MISCELLANEOUS: PRICING	34
7.1	Pricing	34
7.2	Expiration Date	34
8	MISCELLANEOUS: REDLINED TERMS AND CONDITIONS	35



1 COVER LETTER

Quanta Technology
4020 Westchase Blvd
Suite 300
Raleigh, NC 27607

March 31, 2022

ATTN: Procurement Division
City Hall West Wing
401 South Park Avenue
Winter Park, Florida 32789

Dear Sir/Madam:

Quanta Technology, LLC, is submitting this proposal in response to the City of Winter Park's (referred to hereafter as "the City") Request for Proposal RFP12-22 titled 100% Renewable Energy Initiative.

The City's sustainability action plan (SAP) calls for reducing greenhouse gas emissions (GHG). It targets all electricity consumption to come from renewable-fueled resources by 2035. The 2020 SAP highlights the status of the City's compliance and details several gaps due to a variety of issues.

The objective of the proposed study is to outline a roadmap and a feasible action plan for the city to reach its 2035 goals and present the plan to the City's commission. The study will explore potential risks and roadblocks and outline potential solutions and mitigations. The study will also quantify the additional benefits beyond GHG emission reduction, including the impact on local job creation, business development, and other environmental benefits.

We have staffed the project with seasoned engineers to support the various aspects of this project, including demand forecast, DERs, renewable energy, power purchase agreements (PPAs), and T&D infrastructure. We have customized our integrated resource planning (IRP) process to provide ample opportunities for collaboration and feedback from the City staff to accommodate and incorporate various opinions and concerns and ensure the practicality of the resulting action plan and buy-in from the City. The project is expected to be completed within 14 weeks after the contract award. Through weekly status update calls, our team will present their work of the prior week and discuss the next steps for the upcoming week. An initial 1-day workshop will allow all stakeholders to explore various potential pathways, roadblocks, risks, and opportunities. Our team will configure and run our proprietary probabilistic IRP (pIRP) tool and will explore several pathways and sensitivities for the city to reach its objectives of delivering affordable renewable-fueled electricity to all retail customers with the City of Winter Park. A closing workshop will present to the City and commission various options and the preferred roadmap, as well as a detailed step-wise action plan along with the expected impacts on retail rates and other community benefits.



Quanta Technology is an independent technology, consulting, and testing company providing business and technical expertise, along with advanced methodologies and processes, to utilities and others in the power and energy industries. Our mission is to provide unparalleled value to our clients in every engagement across the value chain by using advanced software and hardware, laboratories, and custom tools for a holistic approach to practical service and the most insightful thought leadership in the industry.

Quanta Technology's client base is well established in North America and numerous international markets. Our clients include energy-delivery utility companies, large industrial companies, energy suppliers, Regional Transmission Organizations/Independent System Operators (RTOs/ISOs), and energy industry research and support organizations.

Also, we are a wholly owned subsidiary of Quanta Services, Inc. Quanta Services safely provides engineering, procurement, and construction (EPC) services for comprehensive infrastructure needs in the electric power and oil & natural gas industries. With a workforce tens-of-thousands strong and offices across North America and abroad, Quanta is the premier provider in the industries it serves. As part of the Quanta family of companies, Quanta Technology has the staffing, resources, and expertise to complete projects that are local, regional, national, or international in scope.

Finally, thank you for giving us the opportunity to submit our proposal. We hope that you will find that the work described successfully meets the City's requirements for its renewable energy goals. We look forward to your response and hope for a favorable outcome.

Sincerely yours,

Hisham Othman
Vice President
Transmission and Regulatory



2 RESPONDENT'S EXPERIENCE

Quanta Technology has been at the forefront of optimizing, analyzing, planning, testing, and commissioning inverter-based resources (IBR) in the form of solar photovoltaics (PV), land-based wind, offshore wind, battery-based storage systems, and electric vehicle (EV) charging infrastructure over the past 10 years. Our pioneering work with leading utilities undergoing a transformation toward net-zero goals has leveraged many of our capabilities, including integrated resource planning (IRP), production cost simulations, load forecasting, distributed energy resources (DER) adoption modeling, transportation and distribution (T&D) reliability assessments, micro-grid optimization, storage system commissioning and testing, and renewable interconnection studies.

Our work with utilities, ISO/RTOs, manufacturers, and renewable project developers allowed our consultants to gain deep insights into the technical capabilities and limitations, asset siting and sizing planning, associated system impacts, interconnection applications, economic value quantification, project development, and project bankability assessment. Our experience and in-depth knowledge of the technologies and power systems will be invaluable to supporting the goals of this project.

2.1 Northern Indiana Public Service Company, Reliability Attributes—Metrics, Scoring Methodology, and Rankings

Client	Northern Indiana Public Service Company (21T116)
Project Title	Reliability Attributes—Metrics, Scoring Methodology, and Rankings
Description of Work	The Northern Indiana Public Service Company (NIPSCO) has evolved its Integrated Resource Plan (IRP) process since 2018 to include qualitative attributes of technology/resource reliability to ensure meeting its reliability and affordability obligations. As part of the 2021 IRP process and associated resource procurement RFP, NIPSCO engaged Quanta Technology to develop a scoring methodology utilizing the metrics identified for individual technologies and aggregate on a portfolio level and score and rank various generation resources technologies bid into the RFP across these metrics.
Duration of Project	4 months
Contact Person and Telephone	Natalie Ladd; (219) 218-8362; nladd@nisource.com
Project Results and Deliverables	Confidential
Firm Members Responsible for Project	Hisham Othman



2.2 LUMA, Puerto Rico, System Reliability with High Inverter-Based Resources (IBR) Penetration

Client	LUMA, Puerto Rico (21T161)
Project Title	System Reliability with High Inverter-Based Resources (IBR) Penetration
Description of Work	The scope of this work is to conduct a series of advanced reliability studies to ascertain the ability of the Puerto Rican power system to operate reliably in 2025 at high levels of penetration of IBRs commensurate with the goals of 40% renewable penetration and to identify the necessary mitigations. Areas of reliability studies include power ramping, inertial and primary frequency response, frequency regulation, predictability and dispatchability, energy adequacy during normal and emergency situations, blackstart capabilities, deliverability of dynamic reactive power, short circuit strength, resource adequacy including renewable capacity credit, and power quality. Other key areas such as system protection will be deferred to a second phase.
Duration of Project	4 months
Contact Person and Telephone	Larry Marini; Larry.Marini@Lumapr.com
Project Results and Deliverables	Confidential
Firm Members Responsible for Project	Hisham Othman

2.3 EcoElectrica, Puerto Rico, Optimization of Power Plant PPA and Investment Scenarios

Client	EcoElectrica, Puerto Rico (17T016)
Project Title	Optimization of Power Plant PPA and Investment Scenarios
Description of Work	Quanta Technology conducted an independent review, modeling, and analysis to support EcoElectrica in its preparations for the upcoming negotiation of its PPA of the 507 MW gas-fired plant with PREPA. The study addressed economic and operational analysis under multiple future market scenarios. The scope included the following: • Building and validating a production cost model of the system, including the transmission grid • Reviewing prior IRP study results and assessing the potential future impact on the EcoElectrica plant • Simulating future economic and competitive scenarios and assessing the range of impacts on existing plants and new investment opportunities • Building a financial analysis model to quantify investment metrics • Studying and quantifying the range of values the IPP power plant will provide to the utility to provide guidance for future PPA negotiations
Duration of Project	5 months
Contact Person and Telephone	Carlos Reyes; (787) 487-6002; creyes@ecoelectrica.com



Client	EcoElectrica, Puerto Rico (17T016)
Project Results and Deliverables	Confidential
Firm Members Responsible for Project	Hisham Othman

2.4 Sandia National Laboratories, Probabilistic Integrated Resource Planning

Client	Sandia National Laboratories (21Y021)
Project Title	Probabilistic Integrated Resource Planning
Description of Work	Develop an industry-leading tool for Probabilistic Integrated Resource Planning (pIRP), and host it on Sandia's website. The tool will optimize the capacity expansion of a portfolio of utility-scale and distributed resources and support T&D investments while accurately accounting for the various reliability needs, including supply resilience and reserve and ramping requirements. The tool should optimize the storage MW and MWh capacity and help utilities and municipalities optimize their resource procurements to achieve their net-zero targets most affordably. The tool should consider the increasing uncertainty in demand forecasts and cost roadmaps of renewables and fuels.
Duration of Project	3 years
Contact Person and Telephone	Ray Byrne; (505) 844-8716; rhbyrne@sandia.gov
Project Results and Deliverables	Confidential
Firm Members Responsible for Project	Salman Nazir Hisham Othman

2.5 LUMA, Puerto Rico, Coordinated Planning and Investment Prioritization

Client	LUMA, Puerto Rico (21M016)
Project Title	Coordinated Planning and Investment Prioritization
Description of Work	Coordinate activities among IRP T&D planning and asset investments. Coordinate with corresponding Department of Energy (DOE) initiatives Area 1. Develop a request for budget modification. Establish a Coordinated Planning process spanning Generation, Transmission, and Distribution (GT&D) that will be required to ensure that the people of Puerto Rico have access to safe, reliable power from renewable resources in the most cost-effective and technically feasible way possible.
Duration of Project	3 years
Contact Person and Telephone	Darrell Wilvers; (780) 554 5977; Darrell.Wilvers@lumamc.com
Project Results and Deliverables	Confidential



Client	LUMA, Puerto Rico (21M016)
Firm Members Responsible for Project	Ralph Masiello Salman Nazir

2.6 Shell New Energies, Savion Portfolio Technical Due Diligence

Client	Shell New Energies (21T135)
Project Title	Portfolio Technical Due Diligence
Description of Work	Development and acquisition business strategy and plan for large-scale renewable energy asset pipeline buildout (both in the US and internationally). The scope of work encompassed the following areas: • Operation and market structures • Regulatory assessment of ISO/RTO/TO • Technical modeling and network impact evaluations for the selected renewable and energy storage technologies • Asset health assessment of renewable operational assets • Asset acquisition • Economic analysis and valuation • Site evaluation and environmental reviews • Market pricing forecasts • Market regulation plan reviews • Project sizing and potential revenues forecasting • Mapping development roadmap
Duration of Project	2 years
Contact Person and Telephone	Ajit Kulkarni; (530) 220-0867; Ajit.Kulkarni@shell.com
Project Results and Deliverables	• Identified and assisted in developing a large-scale portfolio pipeline • Successfully re-powered existing assets • Successful acquisition of a pipeline of 18 GW of solar PV and energy storage assets
Firm Members Responsible for Project	Nedal Deeb



3 QUALIFICATIONS OF PROJECT STAFF

Quanta Technology's project team comprises experts who previously worked on similar projects. This section provides details on their qualifications, how they will be organized, and who will work on what aspects of this project.

3.1 Key Personnel

The following personnel are being proposed for this project (see Section 3.3 for more information):

- Salman Nazir, Project Manager and Technical Lead
- Ralph Masiello, DER Subject Matter Expert
- Michael Mount, Utility-Scale Subject Matter Expert
- Nedal Deeb, Utility-Scale Subject Matter Expert
- Hisham Othman, Utility-Scale Subject Matter Expert
- Diana Prkacin, Stakeholder Engagement
- Cody Mooneyhan, Technical Writer

3.2 Project Organization

The organizational chart below (Figure 1) shows the working structure proposed for this project. Salman Nazir will serve as the Project Manager, overseeing all the activities, project schedule, work assignment, on-time delivery, quality assurance, and coordination with the customer.

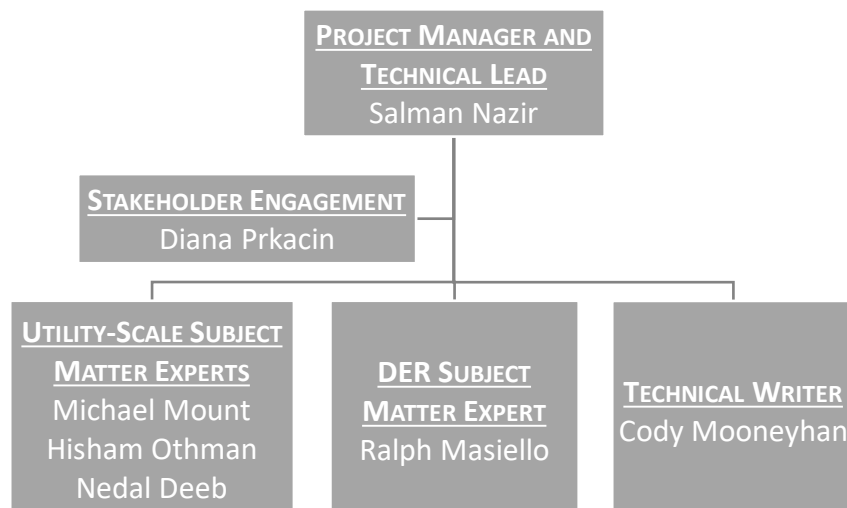


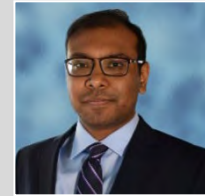
Figure 1. Project Organization Chart



3.3 Project Team Resumes

SALMAN NAZIR, PhD

SALMAN NAZIR, PhD, SENIOR ENGINEER, Advisory Services, obtained his PhD from the University of Michigan, Ann Arbor, and his bachelor's and master's degrees from McGill University. He worked as an engineer at the CanmetENERGY Laboratory of Natural Resources Canada and as a graduate intern at the National Renewable Energy Laboratory. He developed novel modeling, control, and analysis techniques for aggregating and utilizing flexibility from distributed energy resources (DERs), such as controllable loads, batteries, and solar photovoltaic inverters during his doctoral research. Salman has published over 15 technical papers in demand response, DER-integration, and electricity markets. At Quanta Technology, he will contribute to developing advanced analytics and algorithms for integrating DERs into power systems.



Areas of Expertise

- Distributed energy resources
- Demand response and energy storage
- Control design and analysis
- Power system economics
- Statistical analysis

Experience and Background

- Years of experience in the electric power industry 2011–Present
- Senior Engineer, Advisory Group, Quanta Technology 2020–Present
- Graduate Research Assistant, University of Michigan 2015–2019
- Graduate Intern, National Renewable Energy Laboratory 2017
- Smart Grid Engineer, CanmetENERGY Laboratory, Natural Resources Canada 2012–2014
- Research Assistant, Electric Energy Systems Laboratory, McGill University 2011

Accomplishments and Industry Recognition

- Outstanding Reviewer, *IEEE Transactions on Power Systems*, 2018
- Member, IEEE Power and Energy Society (PES)
- Invited panelist, Special session on Transactive Energy, IEEE PES General Meeting, 2018
- Hydro-Québec Fellowship for Master's in Engineering, 2014
- 15+ technical papers published in journals and conferences

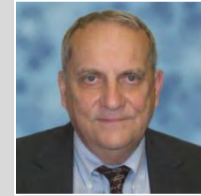
Education

- PhD, Electrical and Computer Engineering, University of Michigan-Ann Arbor, 2019
- MEng (Thesis), Electrical Engineering, McGill University, 2015
- BEng (Honors), Electrical Engineering, McGill University, 2011



RALPH MASIELLO, PhD

RALPH MASIELLO, PhD, *INDUSTRY ADVISOR, Strategy & Business Innovation*, provides support to our partners in the areas of wholesale market analysis and system performance, energy storage, distributed energy resources, and strategic planning. He received his BS, MS, and PhD in Electrical Engineering from the Massachusetts Institute of Technology (MIT). He worked on the early applications of modern control and estimation theory to electric power systems and the developments of the first state estimators for transmission operations. Ralph also led the teams that developed the first utility dispatcher training simulators, and he led the organization that developed the early commercial ISO systems for market and reliability operations.



Areas of Expertise

- Utility automation and operations
- ISO systems and processes and market design
- Energy risk management
- Renewables integration into markets and operations
- Energy storage and distributed energy resources (DER)

Experience and Background

- Years of experience in the electric power industry 1975–Present
- Senior Vice President, Corporate Innovation Manager, DNV GL 2008–2015
- Senior Vice President, Energy Systems Consulting, DNV GL 2003–2008
- Executive Vice President, Caminus Corporation 2000–2002
- Vice President, US Power T&D, Global Energy Information Systems, ABB 1999–2000
- Vice President and General Manager, Systems Control, ABB 1989–1998
- Vice President, Energy Systems, Systems Control, Inc. 1985–1989
- Energy Management Systems Division, Control Data Corporation 1975–1985

Accomplishments and Industry Recognition

- IEEE Life Fellow
- US DOE Energy Advisory Committee, Chair of Storage Subcommittee (2009–2013)
- Tau Beta Pi, Sigma Xi (national engineering and scientific honorary societies)
- Past Chair, IEEE PES Power Systems Engineering, editorial boards of IEEE Proceedings and Power and Energy Magazine
- Recipient of the IEEE Power Engineering Society Charles Concordia Award for 2009
- Philadelphia IEEE Chapter Engineer of the Year (2010)
- Elected to the National Academy of Engineering (2011)

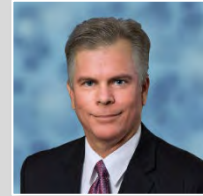
Education

- BS, MS, and PhD, Electrical Engineering, Massachusetts Institute of Technology



MICHAEL MOUNT, PE, MBA

MICHAEL MOUNT, PE, MBA, *EXECUTIVE ADVISOR, Advisory Services*, has over 35 years in the power industry. Mr. Mount provides strategic and commercial advisory consulting to clients focused on carbon reduction, energy generation, and delivery transformation. Mr. Mount's experience includes directing renewable generation, transmission and distribution planning, strategic planning, and merger and acquisition advisory services for utilities, investors, and large energy users. Mr. Mount has garnered his industry experience serving as a management consultant and an electric utility executive. He has been at the forefront of developing and implementing methods to coordinate and integrate planning for generation, transmission, and distribution systems in recent years.



Areas of Expertise

- Integrated resource planning
- Coordinated generation, transmission, and distribution planning
- Energy storage analysis and planning
- Utility strategic planning
- Mergers and acquisition technical, organizational, and commercial due diligence

Experience and Background

- Years of experience in the power industry 1985–Present
- Executive Advisor, Advisory Services, Quanta Technology 2021–Present
- Managing Director, Enovation Partners 2020–2021
- Principal, Vice President, Siemens Industry 2012–2020
- Director Sales & Alliances, OPEL Solar 2010–2012
- Director Management Consulting, Black & Veatch 2004–2010
- VP Management Consulting, RJ Rudden 2001–2004
- Strategy Practice Lead, Renaissance Worldwide 2000–2001
- VP Electric & Gas Utility Planning, Citizens Utilities 1990–1999
- Project Engineer, Hawaiian Electric 1985–1990

Accomplishments and Industry Recognition

- Registered Professional Engineer, State of Hawaii, Mechanical Branch (inactive)
- Numerous papers and industry presentations on battery energy storage use and analysis, integrated GT&D planning, pumped storage hydroelectric, PV tracker technical and financial analysis, distribution reliability, power quality, and utility strategic planning

Education

- MBA, Finance, University of Connecticut, 1994
- BS, Mechanical Engineering, University of Southern California, 1982
- Leadership Development Program, Center for Creative Leadership, 1997



HISHAM OTHMAN, PhD

HISHAM OTHMAN, PhD, EXECUTIVE ADVISOR, Vice President, Transmission & Regulatory, has over 30 years of technical and managerial experience in the electricity sector with a strong emphasis on power system dynamics and controls, flexible AC transmission, operational IT, grid integration of renewables and energy storage, and business strategy and start-up. Hisham leads the transmission and regulatory compliance consulting services team, providing advanced power system technical and economic studies to help customers address their evolving and challenging business needs.



Areas of Expertise

- Power system dynamics and control
- Hybrid microgrids
- Grid integration of renewables and storage
- Economic analysis

Experience and Background

- Years of experience in the electric power industry 1988–Present
- Vice President, Transmission and Regulatory, Quanta Technology 2016–Present
- Founder and President, WEF TECH Inc. 2013–2016
- Chief Technology Officer, Petra Solar Inc. 2009–2013
- Region Manager, ABB Ltd. 2004–2009
- Vice President and General Manager, ABB Inc. 1993–2004
- Senior Engineer, GE Power 1988–1993

Accomplishments and Industry Recognition

- Published over 30 papers and holds two patents
- Young Engineer Award, GE Power
- Awards of Excellence, ABB Inc.
- Ex-board member, Energy Storage Association

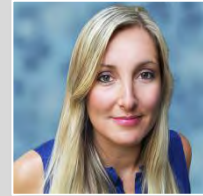
Education

- PhD, Electrical Engineering, University of Illinois, 1988
- MSE, University of Michigan, 1995



DIANA PRKACIN, PE

DIANA PRKACIN, *PRINCIPAL ADVISOR, Business Development Manager, Southeast Region and Ontario*, has over 20 years of experience in the electric power industry, including proposal, program, and project management for solar, wind, fossil, and nuclear generation. Her background includes policy analysis for California, New Jersey, Arizona, Florida, and Ontario. Over her career, she has led proposals and negotiated supply contracts for utility-scale wind and solar power plants across the U.S. and Canada. Her project management expertise includes leading projects for turbine generator service and upgrades for scheduled and forced outages.



Areas of Expertise

- Renewable energy policy analysis
- Solar and wind power curve NPV analysis
- Solar EPC contract negotiation
- Wind turbine generator supply technical contract negotiation: datasheet review, power curve, warranties, schedule
- Cost engineering of various energy technologies

Experience and Background

- Years of experience in the electric power industry 1993–Present
- Business Development Manager, Southeast Region and Ontario, Quanta Technology 2015–Present
- President, Cleantech Energy Florida 2013–2015
- Manager, Sales and Marketing, Siemens Solar 2010–2012
- Proposals Manager, Siemens Wind Energy 2007–2010
- Projects Manager, Siemens Energy 2003–2007
- Sales and Marketing Engineer, Siemens Oil and Gas 2001–2003
- Cost Engineer, Atomic Energy of Canada 1998–2001
- Quality Assurance Engineer in Training, Nuclear Projects Managers 1994–1998

Accomplishments and Industry Recognition

- Professional Engineer, Ontario (since June 2004)
- PMI Project Management Professional (since April 2004)

Education

- MBA, Rollins College, 2008
- Finance and Accounting Certificate, Wharton, 2004
- BESC, University of Western Ontario, 1998



CODY MOONEYHAN

CODY MOONEYHAN, *PROPOSAL AND REPORT QUALITY MANAGER*, has more than 25 years of technical communications, writing, and editing experience. Cody manages the company's response to major requests for proposals and other new business opportunities and ensures the editorial quality of key client reports. Before joining Quanta Technology, Cody was a member of the senior management team at the Federation of American Societies for Experimental Biology (FASEB), where he ran the organization's scientific publishing program. Before FASEB, he was the Editorial Director at Vanguard Communications and was responsible for virtually all editorial content. Cody also serves as a writing coach at Georgetown University in Washington, DC.

Areas of Expertise

- Proposal and report development
- Writing, editing, and publishing
- Technical communications
- Document management
- Team management
- Training

Software and Programming Languages

- Numerous specialized software packages related to scholarly publishing
- All major desktop and mobile operating systems, including Linux
- All major office/productivity suite software

Experience and Background

- Proposals and Reports Quality Manager, Business Development, Quanta Technology ... 2020–Present
- Writing Coach, Georgetown University 2017–Present
- Director of Publications, Federation of American Societies for Experimental Biology 2006–2019
- Editorial Director, Vanguard Communications 2001–2006
- Managing Editor/Writer, AABB 2000–2001
- Writer, Cystic Fibrosis Foundation 1999–2000
- Editorial Assistant, American Society for Investigative Pathology 1996–1999

Current Memberships

- Society for Technical Communication
- Association of Proposal Management Professionals

Education

- BA, English, University of Maryland
- AA, General Studies, Montgomery College



4 WORK PLAN

The sustainability action plan (SAP) of the City of Winter Park calls for reducing greenhouse gas emissions (GHG). It targets all electricity consumption to come from renewable-fueled resources by 2035. The 2020 SAP highlights the status of the City's compliance:

- The municipally-owned utility (MOU) relies on energy purchases from the open market on the order of 100 MW. The commercial sector accounts for 48% of the consumption, while the residential sector accounts for 46%, and the other public authority sector (street and local government/school lighting) accounts for 6%.
- The City's renewable energy mix stood at 20.6% in 2020, missing the 40% target for that year after it switched its energy supply from FP&L to FMPA and OUC. The expectation is to reach 43% in 2024 after two contracted solar projects (20 MW) are energized. The City also has a contract (10 MW) for burning waste.
- The City is behind on its targets for benchmarking commercial buildings and adopting green building standards.
- The energy efficiency improvements in the residential sector have stalled after the rebates were frozen for insulation upgrades and duct repairs.

The objective of the proposed study is to outline a roadmap and a feasible action plan for the City to reach its 2035 goals and present the plan to the City's commission. The study will explore potential risks and roadblocks and outline potential solutions and mitigations. The study will also quantify the additional benefits beyond GHG emission reduction, including the impact on local job creation, business development, and other environmental benefits.

4.1 Scope of Work

Quanta Technology will customize its Integrated Resource Planning (IRP) process (Figure 2) to fit the City's needs. Quanta Technology proposes implementing the simplified process (outlined in Figure 3) and using its proprietary capacity expansion program (pIRP probabilistic integrated resource planning) and other industry tools such as GridView for production cost modeling. The proposed process is organized into three stages of engagement:

1. Initiation Workshop and Strategic Discussions
 - a. Quanta Technology will organize and facilitate a workshop (1-day) to discuss the strategic objectives and potential broad avenues for reaching a zero-emission future, including any constraints, risks, and upside opportunities. Data will be requested from the City, collected, and analyzed to prepare for the workshop. The data will include historical and projected energy consumption, adoption rates for EVs, building electrification, customer-owned DERs, available spaces for installing rooftop and land-based renewables and storage, electric grid infrastructure, electricity rates, community sentiment and sensitivities toward the City's plan, and the potential impact on the rates and aesthetics.



- b. Quanta Technology will provide background material at the onset of the workshop, including a high-level overview of emission reduction policies and initiatives facing utilities in the US and an outline of key building blocks that can be considered in constructing a robust strategy and action plan. Quanta Technology will facilitate the discussions and will summarize the workshop findings.
2. Developing and Analyzing Plausible Scenarios to Reach Zero Emissions
 - a. Quanta Technology will initially prepare a foundational analysis of available and potentially available clean energy resources over the planning horizon. The analysis will summarize the technology promises, roadblocks, capability, production profiles, and cost. The resource mix will include supply-side and demand-side resources. This work will rely on published industry reports.
 - b. Quanta Technology will prepare the required data and will configure its probabilistic integrated resource planning tool (pIRP) with relevant data representing the City's electric system, including demand forecasts, DER and energy efficiency forecasts, transmission grid incremental injection capability and upgrade costs, transmission tie-lines, neighboring system generation portfolios, generation portfolios within the City, information on distribution hosting capacities, and a selected portfolio of new generation technology options. This task will require data that should be provided by the City and other data that will be extracted from industry sources.
 - c. Through a collaborative effort, define plausible scenarios (up to 3) to reach GHG emission targets and ensure that renewable-fueled resources power all electricity consumption by 2035. Scenarios can include the requirement for in-city resources and the pace of EV adoption.
 - d. Define sensitivities (up to 3) that should be evaluated. Examples include assumptions about gas prices, weather year, solar, and storage cost curves.
 - e. Model each plausible scenario using the pIRP to quantify the resource development pathways, investment requirements in resources and underlying grid infrastructure, and the impact on the levelized cost of energy under each sensitivity.
 - f. Review and adjust scenarios (1 iteration) based on the initial study results and stakeholder feedback. Analyze the final scenarios using pIRP and update the findings.
3. Creating a High-Level Presentation to Outline a Roadmap to Renewable-Only Portfolios
 - a. Quanta Technology will provide an executive presentation, created in Microsoft PowerPoint, summarizing the key scenarios and a roadmap to reach the City's goal of all renewable-fueled resources by 2035. The presentation will also outline key challenges and their mitigations and the plan's benefits regarding job creation, business development, social justice, and other environmental benefits.

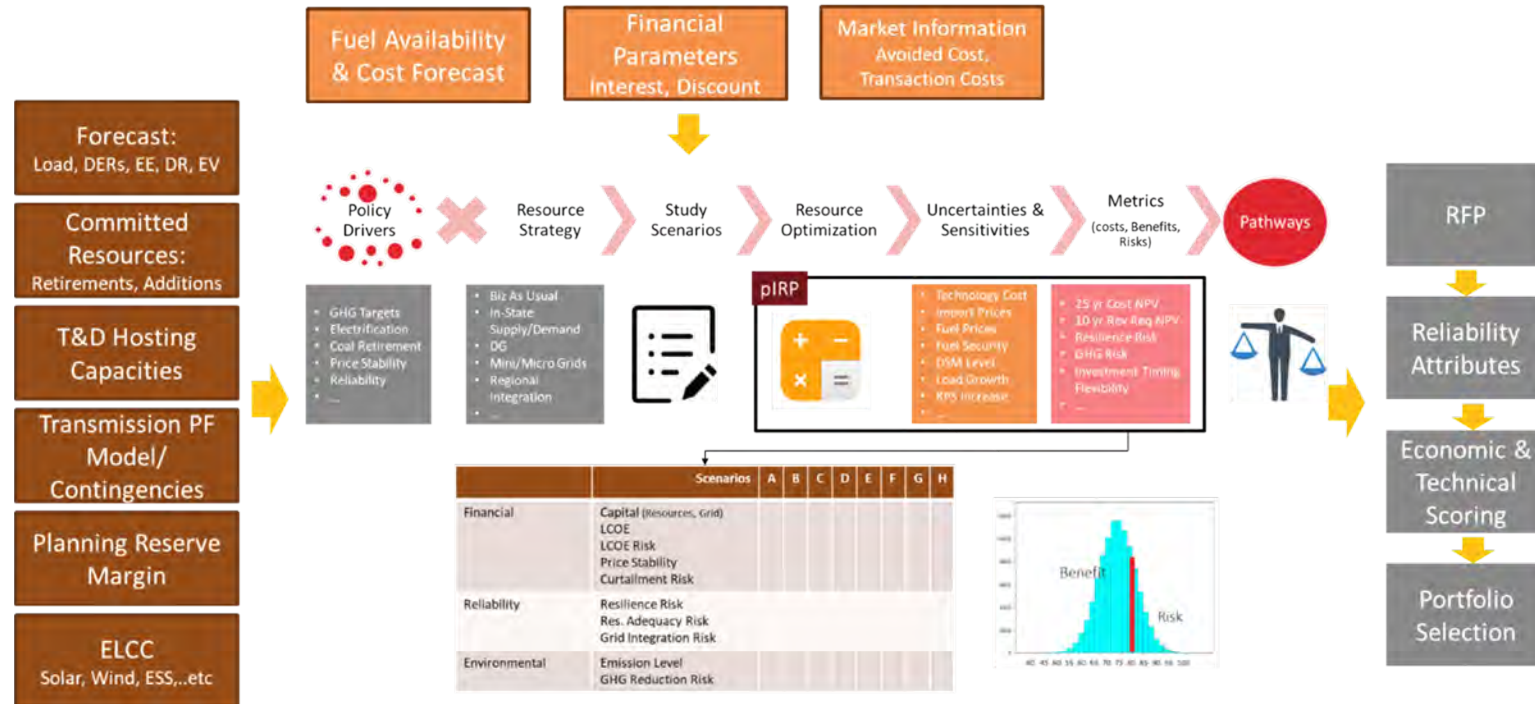


Figure 2. Quanta Technology's Integrated Resource Planning (IRP) Process

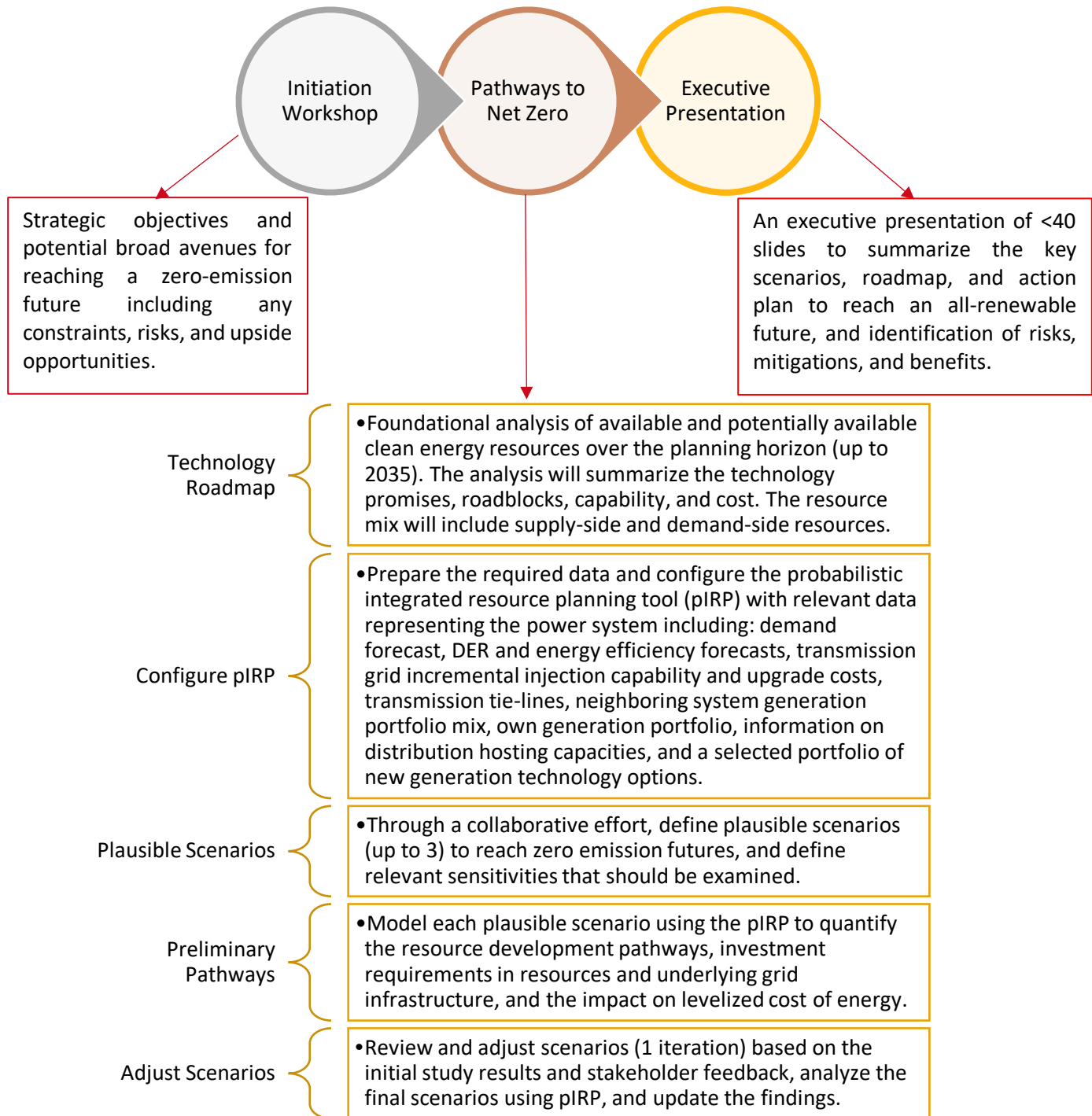


Figure 3. Capacity Expansion and Net-Zero Study Process



4.2 Addressing Scope Questions

4.2.1 Physical and Legal Ability of the Quanta Technology to Directly Access Existing Electrical Transmission and Distribution Infrastructure and to Sell Electricity to Retail Customers via That Infrastructure

Quanta Technology serves the transmission and distribution sectors in all geographies across the United States, including the utilities in Florida. It has deep experience in renewable technologies and their interconnections to the T&D grids. We will draw upon these experiences and experts to request and analyze data about the physical infrastructure of the City's electric utility and the commercial aspects of customer rates and spending levels. Should the need arise to visit any utility facilities, Quanta Technology has the expertise to arrange such fact-finding visits in collaboration with City staff.

4.2.2 Detailed Description of a Strategy or Strategies to Significantly Expand the Renewable Energy for All Residents, Businesses, and Government Operations in Winter Park Toward 100% Renewable Energy Citywide by 2035, Including Any Relevant Potential Renewable Electricity Scenarios

The study will be conducted collaboratively with City staff. We will commence the study by inventorying the classes of customers and their consumption patterns, projecting their adoption of DERs and EV chargers, and assessing existing resources, their performance, and expansion opportunities. Through a 1-day workshop, the study team will collaborate with the City to explore up to 3 scenarios to transform over time the City's consumption to a fully renewable-fueled future by 2035. The pathways will be optimized using Quanta's proprietary PIRP tool to achieve the study objectives at the lowest possible cost to ratepayers. The solutions will include a mix of customer-owned, behind-the-meter, and front-of-the-meter technologies. They will also include energy efficiency and demand response (DR) opportunities.

4.2.3 Strategy to Procure and Deliver Renewable Sources of Energy, Including Identification of New Local Sources and the Potential to Maximize Local Distributed Energy Resources

See answer to 4.3 above. In addition, the resource optimization and timing will consider limitations in existing supply agreements, if any.

4.2.4 Detailed Schedule/Timeline of Implementation of the Program Demonstrating an Increase Toward 100% Renewable Electricity Citywide by 2035, Including All Customer Classes

The study is expected to require up to 14 calendar weeks, including 3 weeks for the initial project kickoff and strategy workshop, 8 weeks to conduct the technical studies, and 3 weeks for the final workshop and final presentation to the City's commission.



4.2.5 Detailed Description of the Estimated Costs of the Proposed Program (Including Administrative, Implementation, Estimated Rate Recovery Needs/Impacts, etc.) Expressed in Terms of Retail Electric Rates (in \$/kWh) for All Customer Classes to the Current Renewable Energy Portfolio Mix, Including Any and All Potential Fee Impacts

We will summarize the expected performance of the resulting portfolios generated under each of the 3 scenarios, including detailed cost categories of projects in terms of capital, fixed and variable O&M, fuel, net trade, and grid investments. The cash flow of the required investments will be estimated by year under each sensitivity, and the impact on retail rates will be estimated using a levelized cost of energy (LCOE) approach.

4.2.6 Analysis of the Greenhouse Gas Emission Reductions that Will Be Achieved with the Proposal as Related to the Goals of the SAP

We will also summarize the GHG emission reductions by year for each scenario and sensitivity.

4.2.7 Analyses of Potential Risks and Roadblocks and Potential Solutions or Mitigation, Including Any Anticipated Regulatory Issues or Risks, Departing Load Expense Risks, etc.

Through a collaborative consultation with the City, the potential risks to implementing the action plan will be postulated, and remedies will be brainstormed and formulated. These include regulatory obstacles and the potential for customer defection.

4.2.8 Specific and Detailed Additional Benefits Associated with the Proposal Which May Include Local Job Creation, Business Development, Environmental Benefits in Addition to Greenhouse Gas Reductions, etc.

Through a collaborative process with the City, the study will evaluate the additional benefits and timing that the action plan will generate regarding job creation, business attractiveness, social justice, and other environmental benefits (such as improved health).

4.3 Methodology

4.3.1 Task 1: Project Kickoff Meeting

4.3.1.1 Objectives

Task objectives are as follows:

- Schedule and conduct a project kickoff call and weekly update calls

4.3.1.2 Methodology

Quanta Technology will prepare a preliminary presentation and schedule a 1-hour project kickoff to cover the following topics:

- Team introduction
- Review project scope, schedule, budget, and deliverables



- Review data requirements and timeline
- Schedule weekly project review calls

4.3.1.3 Deliverables

Task deliverables are as follows:

- Kickoff presentation
- Weekly status update presentation

4.3.2 Task 2: Data Request, Collection, and Analysis

4.3.2.1 Introduction

Quanta Technology will prepare a data request and submit it to the City. These will include renewable technology preferences (DER and centralized), available rooftops and land, interim goals for GHG reduction until 2035. Other data will also be collected and analyzed from other sources, such as renewable temporal profiles and associated cost roadmaps. After receiving the data, we will analyze them and summarize the findings and assumptions that will go into subsequent analysis.

4.3.2.2 Approach

Quanta Technology will work closely with the City to collect the required information and will make reasonable engineering judgments to supplement whenever data is not available.

4.3.2.3 Deliverables

Task deliverables are as follows:

- Update report with sources and assumption of collected data

4.3.3 Task 3: Initiation Workshop and Strategic Direction

4.3.3.1 Introduction

Early alignment on the study approach and stakeholder sensitivities are crucial to the successful execution of the study.

4.3.3.2 Approach

Quanta Technology will organize and facilitate a workshop (1-day) to discuss the strategic objectives and potential broad avenues for reaching a zero-emission future, including any constraints, risks, and upside opportunities. Data will be requested from the City, where it will then be collected and analyzed to prepare for the workshop. The data will include historical and projected energy consumption, adoption rates for EVs, building electrification, customer-owned DERs, available spaces for installing rooftop and land-based renewables and storage, electric grid infrastructure, electricity rates, community sentiment and sensitivities towards the City's plan and the potential impact on the rates and aesthetics.

Quanta Technology will provide background material at the onset of the workshop, including a high-level overview of emission reduction policies and initiatives facing utilities in the US, an outline of key building



blocks that can be considered in constructing a robust strategy and action plan, will facilitate the discussions and will summarize the workshop findings.

4.3.3.3 Deliverables

Task deliverables are as follows:

- Report (created in Microsoft PowerPoint) summarizing workshop discussions, agreements, conflicts, and disagreements

4.3.4 Task 4: Capacity Expansion Scenarios

4.3.4.1 Introduction

We will configure Quanta Technology's proprietary capacity expansion program (pIRP) with all the required data and will optimize a resource plan for each scenario. The resource portfolio will be analyzed and characterized under several sensitivities. A preferred roadmap will be selected to balance risks, costs, and benefits.

4.3.4.2 Approach

Quanta Technology will work closely with the City's team to review the optimized expansion plans for each scenario and characterize their key metrics (KPIs) regarding costs, benefits, and risks. The plan's benefits will be quantified regarding job creation, business development, social justice, and other environmental benefits. A preferred road roadmap will be selected that strikes a balance between cost, risk, and benefits.

4.3.4.3 Deliverables

Task deliverables are as follows:

- Weekly status update call
- Report (in Microsoft Word or Microsoft PowerPoint) summarizing the study assumptions, approach, data sources, and results

4.3.5 Task 5: Draft Report and Executive Presentation

A draft report will be prepared (in Microsoft Word or Microsoft PowerPoint) that summarizes the study objectives, study approach, findings, preferred plan, benefits, costs, and risks.

An outline of the report will be shared initially with the City for review and comments. The draft of the final report will be submitted after the study's conclusion for review and comments. A final report will be issued that incorporates the comments.

4.3.6 Task 6: Workshop and Final Presentation to the City's Commission

A final workshop (1-day) will be held with the City to present the study and its findings. An executive presentation will be made to the City's commission.



4.4 Deliverables

The main project deliverables are as follows:

- Weekly status reports
- Initial workshop report
- Draft final report
- Final report
- Executive presentation to the City's commission

4.5 Assumptions

The following assumptions (Table 1) have been made to develop the proposal's cost and schedule.

Table 1. Project Assumptions

Item	Assumption
1	The City will provide all required historical and forecast data about customers, consumption, energy contracts, energy efficiency, and EV adoption.
2	The City will assign a project manager throughout the project, reply to report reviews and data collection requests, and provide timely feedback (e.g., within 3 business days).
3	The City's staff will participate in weekly status update calls, initial workshops, and final workshops.
4	The City will arrange the presentation with the City's commission on the same day as the final workshop.

4.6 Project Schedule

The schedule for the proposed project is provided in Table 2.

Table 2. Project Schedule

Task #	Description	Start Date	End Date
1	Project kickoff meeting	T0	T0+ 1 week
2	Data request, collection, and analysis	T0	T0 + 1 week
3	Initiation workshop and strategic direction (1 day)	T0 + 2 weeks	T0 + 3 weeks
4	Capacity expansion scenarios	T0 + 4 weeks	T0 + 11 weeks
5	Draft report and executive presentation	T0 + 12 weeks	T0 + 13 weeks
6	Workshop and final presentation to the City's commission (1 day)	T0 + 13 weeks	T0 + 14 weeks



5 PROFESSIONAL CONTACTS

5.1 Reference 1: Larry Marini, LUMA Puerto Rico

Name and Title	Larry Marini
Organization and Address	LUMA (Puerto Rico)
Contact Information	Larry.Marini@Lumapr.com

5.2 Reference 2: Ajit Kulkarni, Shell New Energies

Name and Title	Ajit Kulkarni
Organization and Address	Shell New Energies
Contact Information	(530) 220-0867; Ajit.Kulkarni@shell.com

5.3 Reference 3: Natalie Ladd, Northern Indiana Public Service Company

Name and Title	Natalie Ladd
Organization and Address	Northern Indiana Public Service Company
Contact Information	Natalie Ladd; (219) 218-8362; nladd@nisource.com



6 REQUIRED FORMS

This section contains the following documents:

4. Signature Sheet Attachment
5. Drug-Free Workplace Affidavit Attachment
6. E-Verify Affidavit Attachment
7. Non-Collusion Affidavit of Prime Respondent Attachment
8. Public Entity Crimes Affidavit Attachment
9. Public Records Act Affidavit Attachment
10. Background Check Verification Proof of Insurance
11. Certificate of Good Standing for the State of Florida
12. Sample Insurance Certificate



6.1 Attachment A: Signature Sheet



ATTACHMENT A
Signature Sheet
RFP12-22

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

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

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

Respondent Email: qt_rfp@quanta-technology.com

Submitted on this 6th day of April, 2022.

Company: Quanta Technology, LLC

Name: David Elizondo

Address: 4020 Westchase Blvd. Suite 300 Raleigh, NC 27607

Phone: 919-334-3089

Email: delizondo@quanta-technology.com

Authorized Signature: _____

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022

Addendum Acknowledgement

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

Addendum No. 1

Date Issued: 3/11/2022

Addendum No. _____

Date Issued: _____



6.2 Attachment B: Drug-Free Workplace Affidavit



ATTACHMENT B
Drug-Free Workplace Affidavit
RFP12-22

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

Quanta Technology, LLC does the following:

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

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

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

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

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

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

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

Authorized Signature: 

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022



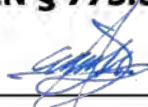
6.3 Attachment C: E-Verify Affidavit

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

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

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

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

Authorized Signature: 

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022



6.4 Attachment D: Non-Collusion Affidavit of Prime Respondent



ATTACHMENT D

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

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

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

**Please see the original for signature
and notarization**

Authorized Signature

Vice President, Global Business Development

Title

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

Personally known _____ OR Produced identification _____

Notary Public - State of _____ My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)



6.5 Attachment E: Public Entity Crimes Affidavit



ATTACHMENT E

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

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

1. This sworn statement is submitted to City of Winter Park, Florida
by David Elizondo
for Quanta Technology, LLC
whose business address is 4020 Westchase Blvd. Suite 300 Raleigh, NC 27607
and (if applicable) its Federal Employer Identification Number (FEIN) is EIN: 56-2677058 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



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

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

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

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

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

Please see the original for signature and notarization

Authorized Signature

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

Personally known _____ OR Produced identification _____

Notary Public - State of _____ My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)



6.6 Attachment F: Public Records Act Affidavit



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

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

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

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

Authorized Signature: _____

Print: David Elizondo

Title: Vice President, Global Business Development

Date: 4/6/2022



6.7 Attachment G: Background Check Verification



Attachment G

Background Check Verification

RFP12-22

SECTION 1: REQUIREMENTS

The Respondent/Vendor shall Agree to the following:

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

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

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

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

SECTION 2: PROHIBITED OFFENSES

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

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



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



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

SECTION 3: CERTIFICATION

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

Quanta Technology, LLC

Firm/Company

Vice President, Global Business Dev

Title

Please see the original for signature and notarization

Signature

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

Personally known _____ OR Produced identification _____

Notary Public - State of _____ My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)



6.8 Certificate of Good Standing in the State of Florida

State of Florida

Department of State

I certify from the records of this office that QUANTA TECHNOLOGY, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on December 18, 2008.

The document number of this limited liability company is M08000005458.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 21, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of March, 2022*



Randy Lee
Secretary of State

Tracking Number: 5629623694CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



6.9 Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2022

3/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Old Republic Insurance Company	24147
INSURED	QUANTA TECHNOLOGY, LLC A QUANTA SERVICES COMPANY 4020 WESTCHASE BOULEVARD, SUITE 300 RALEIGH NC 27607	INSURER B :	
1441796		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES QUATE01 CERTIFICATE NUMBER: 18386677 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	N	N	MWZY 313093 21	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			MWZX 313095 21	5/1/2021	5/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	☒ AUTOMOBILE LIABILITY	N	N	MWTB 313092 21.	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	☒ ANY AUTO			MWZX 313091 21	5/1/2021	5/1/2022	BODILY INJURY (Per person) \$ XXXXXXXX
	☒ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$ XXXXXXXX
	☐ UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	☐ EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	DED ☐ RETENTION \$						\$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	MWC 313094 21	5/1/2021	5/1/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

18386677
City of Winter Park, Florida
401 South Park Avenue
Winter Park FL 32789

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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7 MISCELLANEOUS: PRICING

7.1 Pricing

Quanta Technology offers the scope of work, deliverable items, and project team described in this proposal on a Fixed Price basis. The project price is calculated based on the scope of work and the assumptions outlined in this proposal. Billing will be on the basis shown in Table 3 and will include expenses incurred, all net 30 days. The quotation is exclusive of taxes, which are the sole responsibility of the customer.

Table 3. Proposed Payment Schedule for Professional Services Offered in this Project

Milestone	When	Amount
Project Initiation	After Receipt of Order (ARO)	\$15,000
Completion of Tasks 1-3: Initiation Workshop and Strategic Direction	3 Weeks ARO	\$20,000
Completion of Tasks 4-5: Draft Report and Executive Presentation	13 Weeks ARO	\$50,000
Completion of Task 6: Workshop and final presentation to the City's commission	15 Weeks ARO	\$15,000
Total		\$100,000

7.2 Expiration Date

This offer is valid for 90 days from the date of issue. For information about extensions of the offer, contact Diana Prkacin at DPrkacin@quanta-technology.com or 919-737-5519.



8 MISCELLANEOUS: REDLINED TERMS AND CONDITIONS



SECTION 5: Standard Terms & Conditions

5.1 Basis of Response/Proposals

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

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

5.2 Submission of Supporting Documents

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

5.3 Proposal Prices

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

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

5.4 Delivery

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

5.5 Contract Term

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



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

5.6 Invoicing & Payment

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

Commented [MS1]: Quanta Technology does not accept payments via credit cards.

5.8 Taxes

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

5.9 Mistakes

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

5.10 Contract Award

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



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

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

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

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

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

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



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

5.12 Modifications & Withdrawals

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

5.13 Disqualifications

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

5.14 Proposal Costs

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

5.15 Protests & Procurement Policy

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

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



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

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

5.16 Agreement

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

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

5.17 Use of Other Contracts

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

5.18 Public Entity Crimes

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

In submitting a proposal to the City of Winter Park, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the



antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

5.19 Certificate of Insurance

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

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

Additional Insured status shall be provided pursuant and subject to 2018 ISO Endorsement Form CG 20 10 04 18 and/or CG 20 37 04 18 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Respondent's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Respondent under this Agreement, it being the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

Commented [MS2]: Quanta Technology cannot agree to pay for damages caused by others.

5.20 Termination/Cancellation of Contract

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

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

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

5.21 Termination for Default

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



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

5.22 Termination for City's Convenience

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

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

5.23 Drug-Free Workplace

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

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

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

5.24 Indemnification

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

Respondent agrees to indemnify and hold harmless the City, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require



a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars (\$2,000,000) per occurrence, which the City and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

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

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

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

5.25 Accidents & Claims

The successful Respondent shall be held responsible for all accidents caused by the wilfull misconduct or negligence of Respondent 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 Respondent's negligence or carelessness in the performance of the work, or in protection of the project site, or from any Respondent's improper or inferior workmanship, or from inferior materials used by Respondent in the work, or otherwise related to Respondent's performance of the project. **See also Summation of Insurance Requirements.**

5.26 Laws & Regulations

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

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

In the event of any litigation or claim between the Respondent/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement



resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

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

5.27 Communications

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

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

5.28 Cone of Silence

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

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

5.29 Addenda

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



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

5.30 Subcontractors

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

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

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

5.31 Assignability

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

5.32 Waiver, Alterations, Consent & Modification

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

5.33 Fiscal Year Funding Appropriations

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

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

5.34 No General City Obligation

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



5.35 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

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

5.36 Proprietary Information

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

5.37 Compliance

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

5.38 Equal Opportunity Employment

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

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

By entering into this Contract, the Respondent becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the



Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Failure to abide by § 448.095, Florida Statutes, makes the Respondent liable for any additional costs incurred by the City as a result of the termination of the Contract pursuant to such statute.

5.39 Fair Labor Standards Act

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

5.40 Unauthorized Aliens

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

5.41 False Claims

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

5.42 Reductions in Work

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

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

5.43 Disclaimer of Liability

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

5.44 Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees,

Page 12 of 38

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officials and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.

5.45 Compliance with Occupational Safety & Health

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

5.46 Severability

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

5.47 Public Records

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

- A. keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;
- B. provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or otherwise provided by law;
- C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- D. meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Respondent upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City. It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Respondent and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in

Page 13 of 38

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the possession or control of the City or the Respondent, including sub-consultants and subcontractors, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Respondent are subject to the provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Respondent shall at its expense, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours of the Engineer, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Respondent by the Public Records Law, Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Respondent and the City.

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

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

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

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

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



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

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

5.48 Counterparts

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

5.49 Lien

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

5.50 Authority to Bind City

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

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

5.51 Breach

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

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

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



5.52 Limitations on Damages

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

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

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

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

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

Notwithstanding any other provisions of this Agreement to the contrary, Proposer shall not be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Proposer's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality



provisions; nor shall the limitation apply to the City's liability, if any, for payment for termination without cause or suspension of Proposer without Proposer's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

5.53 Overall Liability Cap:

Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Consultant's maximum aggregate liability hereunder or with respect to any Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-party claims indemnified by Consultant hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the total amount of compensation paid to Consultant hereunder or for the Order; and (B) (with respect to losses covered by policies of insurance Consultant is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.

5.535.54 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.

5.545.55 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.

5-555.56 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.

5-565.57 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.

5-575.58 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.

5-585.59 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.

5-595.60 Tobacco-Free Campus

Proposer agrees that the performance of all work and services for the City [on City property](#) 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.

5-605.61 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.

5-615.62 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

Page 20 of 38

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addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. Respondent shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

5.63 ADA Compliance

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

5.63 Ownership Of Pre-Existing Intellectual Property

City acknowledges that, as between Respondent and City, any intellectual property that Respondent developed independently of City and/or pre-exists Respondent's performance of the Work pursuant to this Agreement ("**Pre-Existing IP**") is the sole and exclusive property of Respondent. If any Pre-Existing IP is incorporated into the Work or any Deliverable, Respondent hereby grants to City a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such Respondent IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any Affiliate.

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Keep Winter Park
Beautiful &
Sustainable
Advisory Board

agenda item

item type	Staff Updates	meeting date	May 17, 2022
prepared by	Melissa Meade	approved by	
board approval			
strategic objective			

subject

Draft RFP for Energy Efficiency Study

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Energy Audit- City Buildings

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

A. Assessment, Modeling and Audit Phase

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

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

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

3. Conduct a field survey to perform the following:

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

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

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

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

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

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