

PIGGYBACK AGREEMENT FOR AUDIO VISUAL SYSTEMS

This Agreement is made on the _____ day of _____, 2025 (the “Effective Date”), by and between the **City of Pinellas Park**, a Florida municipal corporation (the “City”), and **Midwest Alarm Company, Inc., a South Dakota corporation d/b/a BCI Integrated Solutions** (the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, the City of Pinellas Park desires to procure design, installation, configuration, and maintenance of audiovisual systems; and

WHEREAS, Contractor is willing and able to provide design, installation, configuration, and maintenance of audiovisual systems for the City; and

WHEREAS, on March 26, 2025, the City of Winter Park issued RFP 5-25 (the “RFP”) for the purpose of receiving Proposals for design, installation, configuration, and maintenance of audiovisual systems for the City of Winter Park; and

WHEREAS, on August 26, 2025, the Contractor and City of Winter Park entered into a contract for the design, installation, configuration, and maintenance of audiovisual systems for the City of Winter Park pursuant to the terms and conditions in the RFP, and such contract provides an initial twelve month term with options for the City of Winter Park to extend the contract with Contractor up to four more individual twelve-month renewal terms, but not to exceed sixty months in total; and

WHEREAS, § 2-615(b)(2) of the Pinellas Park Procurement Code authorizes the City to acquire goods or services by use of an existing agreement between a Contractor and another public agency where such agreement has resulted from a competitive solicitation process acquire goods or services by use of an existing agreement between a Contractor and another public agency (piggybacking) where such agreement has resulted from a competitive solicitation process pursuant to lawful competitive procedures which are equal to or more stringent than the City’s, and where the City’s terms of acquisition do not substantially differ from the initial public agency’s agreement; and

WHEREAS, the City of Pinellas Park’s legal counsel has analyzed the RFP process used by the City of Winter Park and has determined that it was conducted in compliance with City of Pinellas Park’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to the City’s Code; and

WHEREAS, the City desires to piggyback onto the RFP for the purposes of receiving from Contractor design, installation, configuration, and maintenance of audiovisual systems for the City of Pinellas Park as described in the RFP, with the same pricing terms as enjoyed by the City of Winter Park pursuant to the RFP and Contractor’s Proposal in response to the RFP.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance by Contractor. The Contractor shall make available to City, and provide to City as requested, the same services as are available and provided to the City of Winter Park in accordance with the terms and conditions of the RFP, at the prices specified in Contractor’s Proposal in response to the RFP and accepted by the City of Winter Park.

2. Pricing. The Contractor's products and services shall be provided at the same unit prices as are set forth in Contractor's Proposal in response to the RFP.
3. Additional Services. This Agreement is only for the provision of those services provided by or made available by Contractor to the City of Winter Park in the RFP and Contractor's Proposal in response to the RFP. The parties to this Agreement understand that any other services the City of Pinellas Park may wish to acquire outside of the scope of the RFP may or may not be acquired from Contractor and will be acquired in accordance with applicable law and City's procurement code and administrative policies.
4. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of any addenda issued thereunder); and (ii) the Contractor's Proposal in response to the RFP. Notwithstanding any term in the RFP or the Contractor's Proposal in response to the RFP to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the two above-listed documents, the RFP shall prevail first, followed by the Contractor's Proposal in response to the RFP.
5. Term and Termination of the Agreement. The initial Term of this Agreement shall commence on the Effective Date herein and shall have a Termination Date of **August 25, 2026** as provide in the contract between the Contractor and City of Winter Park. The City has the right to terminate individual orders from Contractor immediately in the event of any of the following:
 - The City fails to receive appropriate funding in the annual City budget to pay for products and services under this Agreement.
 - Federal, State, or local laws or regulations prohibit the purchases from Contractor or change the City's requirements for purchases.
 - The Contractor materially breaches the terms and conditions of the RFP, or any additional terms agreed to between the City and Contractor, and Contractor fails to cure the breach in accordance with the RFP.
6. Title References. To the extent the RFP refers to certain officials or employees authorized to act under the RFP, the City and Contractor agree that for purposes of this Agreement, references to such officials or employees shall mean the City of Pinellas Park City Manager, or his designee. To the extent the RFP refers to the "Owner", the Parties agree that for purposes of this Agreement, such references shall mean the City of Pinellas Park.
7. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
 - (a) Keep and maintain public records required by the City to perform the services provided hereunder.
 - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.369.0619), E-MAIL (cityclerk@pinellas-park.com), OR MAIL (CITY OF PINELLAS PARK, OFFICE OF THE CITY CLERK, 5141 78th AVENUE NORTH, PINELLAS PARK, FLORIDA, 33781.

8. Notices. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

City: City of Pinellas Park
Attn: City Manager
5141 - 78th Avenue North
Pinellas Park, FL 33781

Contractor: Midwest Alarm Company, Inc.
d/b/a BCI Integrated Solutions
2300 South Dakota Avenue
Sioux Falls, SD 57105

With a copy to: BCI Integrated Solutions
9501 Princess Palm Avenue
Tampa, Florida 33619
mfraioli@bcifl.net

9. Representations; Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

10. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the products and services to be provided under this Agreement are highly specialized. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the City.
- d. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida, and the venue for any legal action is in Pinellas County, Florida. Contractor shall meet all State and Federal certification requirements, and any other applicable laws, codes, rules, regulations, and standards throughout the initial term and all renewal terms of this Agreement.

- e. **Attorney Fees.** Notwithstanding any provision of the RFP to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or the delivery of the Contractor's products and services to the City. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age, or marital status.
- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the products and services under this Agreement and the RFP, and shall maintain same in good standing during the full term of this Agreement.
- h. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- i. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent Contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest, or status as an employee of the City. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge, or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- j. **Liability and Insurance.** In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth herein. Proof of such insurance coverages and certificates of insurance will be provided to the City upon request of the City. Specifically, Contractor shall carry and provide the following types and amounts of insurance during the term of this Agreement and any renewal terms and for one year after the expiration of this Agreement:

- 1. Certificate of Insurance

The City shall be furnished with proof of insurance coverage as follows:

- The name of the insured Contractor, the name of the insurer, the number of the policy, its effective date, and its termination date; and
- Statement that the insurer will mail notice to the City at least ten (10) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy; and
- Certificate of Insurance shall be in the form as approved by the City and such certificate shall clearly state all the coverages required in this Section; and
- If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms, and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Contractor or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the Contractor's obligations to fulfill the requirements of this Section.

2. Workers' Compensation Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with delivery of products and services to the City, and in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Workers' Compensation Law.

3. Liability Insurance

The Contractor shall take out and maintain, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damages for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by Contractor or by anyone directly or indirectly employed by Contractor, the Contractor shall provide City with a separate written endorsement naming the City as additionally insured, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$2,000,000 including a separate project aggregate limit of \$2,000,000 for this Agreement.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this

Agreement, contracts and leases, broad form property damage coverages, personal injury, and bodily injury.

- The Contractor is required to continue to purchase products and completed operations coverage for products delivered and services performed under this Agreement for a minimum of three (3) years following the expiration of this Agreement.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000.
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance, or use of any auto, including owned, non-owner and hired automobiles and employee non-ownership use.

- k. **Indemnification and Preservation of Immunity.** The Contractor releases and shall indemnify, hold harmless, and defend each City Indemnified Party (defined as the City, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive, or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

- l. **Scrutinized Companies.** Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

- m. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to provide products or services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this Agreement. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- n. **Human Trafficking Affidavit.** The Contractor shall provide the City with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the City's procurement staff.
- o. **Owner Direct Purchases.** As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the City reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as City Direct Purchases (ODP) and is a method that may be utilized to create savings for the City. The City saves the amount of the sales tax when it purchases material/equipment directly from the manufacturer/supplier (material/equipment cost only) and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the City elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.
- p. **Personal Identifying Information.** Pursuant to Florida Statutes § 287.138, in the event the performance by Contractor under this Agreement would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.
- q. **No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent Contractors.
- r. **Amendments.** This Agreement may be modified, amended, or extended only by written amendment executed by authorized representatives of both Parties.
- s. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.
- t. **Fiscal Non-Funding Clause.** The City retains the continuing right to terminate this Agreement at the expiration of each budget period (City of Pinellas Park Fiscal Year is October 1st to September 30th) during the initial term or any renewal term of this Agreement and is conditioned on a best effort attempt by the City to obtain appropriate funds for payment under this Agreement. The Contractor has no obligation to continue providing products and services if funds are not sufficiently appropriated or if funds appropriated for payment under the RFP and this Agreement are exhausted. Payment made for products delivered through the effective date of termination will be made to the Contractor by the City.

(signatures on next page)

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Pinellas Park

By: _____
Bart Diebold, City Manager

**“Contractor”
Midwest Alarm Company, Inc.
d/b/a/ BCI Integrated Solutions**

By: _____

Print Name: _____

Title: _____

CONTRACT FOR SERVICES

THIS **CONTRACT AGREEMENT** (hereinafter "Contract" or "Agreement") made and entered into by and between the City of Winter Park, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "CITY") and BCI Integrated Solutions, whose address is 9501 Princess Palm Avenue, Tampa, Florida 33619 (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to retain or procure design, installation, configuration, and maintenance of audiovisual systems; and

WHEREAS, the CITY desires to contract with the CONTRACTOR in connection with the services required, upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of obtaining such contract and of performing such services upon said terms and conditions; and

WHEREAS, this Agreement is entered into by way of a competitive process through the CITY's issuance of **RFP5-25** ("RFP") in accordance with a competitive solicitation process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 GENERAL PROVISIONS

1.1 **Services.** The CONTRACTOR shall provide design, installation, configuration, and maintenance of audiovisual systems ("Services") for the CITY in accordance with the aforementioned RFP, which is attached as **Exhibit "A"** and hereby incorporated herein.

The CONTRACTOR hereby represents and warrants to CITY that CONTRACTOR is experienced in, qualified and competent to perform the Services described in this Agreement. CONTRACTOR shall perform any and all Services in a timely, efficient and cost-effective manner that comports with applicable professional industry standards, and applicable federal, state and local laws and regulations, and, in the case of engineering services, in accordance with professional engineering standards.

1.2 **Notice to Proceed.** CONTRACTOR shall proceed with the performance of each task constituting the Services upon receiving a notice to proceed from the CITY.

1.3 **Contract Period.** The initial Contract Period shall be for twelve (12) months from the Effective Date, unless terminated earlier by the parties. There shall be the option of renewal for a possible second, third, fourth and fifth 12-month Contract Period, not to exceed sixty (60) months in total, following written agreement by both parties.

1.4 **Effective Date.** The Effective Date shall be when the last of the parties has executed the Agreement.

SECTION 2 RESPONSIBILITY OF THE CONTRACTOR

2.1 CONTRACTOR shall be responsible for the professional quality, technical quality, and the coordination of all designs, drawings, and other Services furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, and other Services.

2.2 Neither the CITY's review, approval or acceptance of, nor payment for, the Services required under this Contract may be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONTRACTOR will be and remain liable to the CITY in accordance with applicable law for damages suffered by the CITY arising from the CONTRACTOR's negligent performance of any of the Services furnished under this Contract.

2.3 The rights and remedies of the CITY provided for under this Contract are in addition to any other rights and remedies provided by law.

2.4 The CONTRACTOR shall take reasonable measures and precautions to minimize damage to site(s) where Services are being performed and any improvements located thereon resulting or arising from the performance of the Services.

2.5 **Public Records Laws.** The CONTRACTOR acknowledges and agrees that all records maintained, kept, and created pursuant to the Agreement, regardless of form or medium, are public records as defined pursuant to Section 24 of Article I of the Florida Constitution and Chapter 119, Florida Statutes, and that such records are subject to all state laws and regulations regarding the storage, disclosure, production, and maintenance of public records. Pursuant to section 119.0701(2)(a), Florida Statutes, the CITY is required to provide the CONTRACTOR with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 599-3447, CITYCLERK@CITYOFWINTERPARK.ORG, OR BY MAIL, CITY CLERK, 401 PARK AVENUE SOUTH, WINTER PARK, FL 32789.

By entering into this Agreement, the CONTRACTOR acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of § 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to § 119.0701, Florida Statutes, any contractor entering into an agreement for services with the CITY is required to:

- i. Keep and maintain public records required by the CITY to perform the services and work provided pursuant to this Agreement.
- ii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the CITY.
- iv. Upon completion or termination of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion or termination of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion or termination of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

Requests to inspect or copy public records relating to the Agreement must be made directly to the CITY. If the CONTRACTOR receives any such request, the CONTRACTOR shall instruct the requestor to contact the CITY. If the CITY does not possess the records requested, the CITY shall immediately notify the CONTRACTOR of such request, and the CONTRACTOR must provide the records to the CITY or otherwise allow the records to be inspected or copied within a reasonable time.

The CONTRACTOR acknowledges that failure to provide the public records to the CITY within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. The CONTRACTOR further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the CITY.

The CONTRACTOR agrees to indemnify, defend, and hold the CITY harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from the CONTRACTOR's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the CONTRACTOR's unauthorized disclosure or release of public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. The CONTRACTOR authorizes the CITY to seek declaratory, injunctive, or other appropriate relief against the CONTRACTOR from a Circuit Court in Orange County, Florida on an expedited basis to enforce the requirements of this section. This paragraph will survive expiration and termination of this Agreement.

2.6 If the CONTRACTOR is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2.7 The standard of care applicable to the CONTRACTOR's Services under this Agreement is the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions ("Standard of Care").

2.8 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082) (c)(2).

CONTRACTOR shall further comply with the applicable provisions of the Americans with Disabilities Act (the "ADA") and any applicable rules or regulations promulgated pursuant thereto. For any Services or Deliverables provided or rendered digitally, via the internet or an intranet, or online, the CONTRACTOR must, as a minimum standard, comply with the Web Content Accessibility Guidelines ("WCAG") 2.0 AA in order to be deemed compliant with the ADA pursuant to this paragraph. CONTRACTOR further agrees to indemnify, defend, and hold the CITY harmless from and against any and all claims, sanctions, penalties, and attorney's fees and costs claimed or otherwise assessed against the CITY arising from the CONTRACTOR's failure to comply with the ADA, Title VII of the Civil Rights Act of 1964, and any and all other applicable federal, state, or local anti-discrimination laws, rules, or regulations whether presently existing or hereafter promulgated or adopted.

CONTRACTOR 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.

2.9 CONTRACTOR certifies that all material, equipment, etc. required for completion of this contract, meets all O.S.H.A. requirements. CONTRACTOR further certifies that 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 will be borne by the CONTRACTOR. CONTRACTOR certifies that all employees, subcontractors, agents will comply with all O.S.H.A. and state safety regulations and requirements.

2.10 CONTRACTOR shall be responsible for the satisfactory and complete execution of the Work described in the Contract Documents. For each Project assigned, the CONTRACTOR represents that it shall carefully examine all applicable drawings and specifications for the Work to be performed, that it shall make investigations essential to the construction methods for the Project assigned, and that it has the experience and necessary personnel, equipment and material at its disposal to complete the Work in a good workmanlike manner in accordance with the Contract Documents (this Agreement plus any Service Authorization and incorporated documents) without any defects in materials or workmanship.

2.11 CONTRACTOR warrants to the CITY that all Work, including but not limited to, materials and equipment furnished under this Agreement or any Services Authorization will be of good quality, free from improper workmanship and defective materials, and in conformance with the plans and specifications and will give proper and continuous service under all conditions of service required by, specified in, or which may be reasonably inferred from the Contract Documents. CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. CONTRACTOR's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the CITY, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.12 CONTRACTOR shall promptly correct Work rejected by the CITY or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including but not limited to, additional testing and inspections and the cost of uncovering and replacement, shall be at CONTRACTOR's expense. In addition to the CONTRACTOR's obligations under Section 2.14, if, within one year after the date of Final Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the CITY to do so.

If CONTRACTOR fails to correct nonconforming Work within a reasonable time, not to exceed forty-five (45) days, during that period after receipt of notice from the CITY, the CITY may correct it, at CONTRACTOR's expense and seek reimbursement through legal action. Any correction, repair or replacements of Work performed under Warranty shall comply with the requirements of the Contract Documents and shall be verified by the performance of CONTRACTOR testing as CITY may require.

All costs incidental to such repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne by CONTRACTOR. CONTRACTOR warrants such repaired or replaced work against defective design, materials, and workmanship for a period of twelve (12) months from the time of such correction, repair or replacement, whichever occurs latest. Should CONTRACTOR fail to promptly make the necessary redesign, corrections, repair, replacement, and tests, CITY may perform or cause to be performed the same at CONTRACTOR's expense. CONTRACTOR shall reimburse the expense incurred by CITY for such remedial work within thirty (30) days from the date of receipt of CITY's invoice therefore. CONTRACTOR shall be liable for the satisfaction and full performance of the warranties as set forth herein. Specific Projects may require longer warranty periods according to the Contract Documents for such Project.

2.13 Nothing contained in Section 2.12 shall be construed to establish a period of limitation with respect to other obligations the CONTRACTOR has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 2.15 relates only to the specific obligation of the CONTRACTOR to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR's obligations other than specifically to correct the Work.

2.14 CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

2.15 CONTRACTOR shall be responsible to the CITY for acts and omissions of the CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the CONTRACTOR or any of its Subcontractors.

2.16 CONTRACTOR shall be responsible for project safety and take reasonable measures and precautions to minimize damage to site(s) where Services are being performed and any improvements located thereon resulting or arising from the performance of the Services or relating to the Agreement. Upon CONTRACTOR's receipt of any complaints regarding damages or claims of damages which are purported to have been caused by or were caused by CONTRACTOR, then CONTRACTOR shall immediately notify CITY of such complaints.

2.17 **Disposal of Samples, Debris and Spoils.** Unless otherwise agreed in the Services Authorization or otherwise in writing, test specimens, debris and spoils will be disposed of immediately upon removal and is the responsibility of CONTRACTOR. Sample, Debris and Spoils will not be stored on site or on the Staging area. CONTRACTOR shall properly dispose of samples, debris and spoils in accordance with all applicable federal, state and local laws and regulations.

2.18 CONTRACTOR shall comply with the terms and conditions of the RFP. To the extent there are any conflicts between the RFP and this Agreement, the terms of this Agreement shall control to the extent of any such conflict.

SECTION 3 CITY'S RESPONSIBILITIES

3.1 **Information Pertinent to the Project.** The CITY shall furnish the CONTRACTOR with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program, goods, or services that are to be provided, which information is available in the CITY's files, all of which is and remains the property of the CITY and must be returned to the CITY upon completion of the services to be performed by the CONTRACTOR.

3.2 **Access to Property.** The CITY shall arrange for access to and make provisions for the CONTRACTOR to enter upon public and private property as required for the CONTRACTOR to perform its Services.

3.3 **Examination.** As applicable, the CITY shall examine all reports, sketches, drawings, proposals, and other documents presented by the CONTRACTOR, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 **Notice and Extension of Term.** The CITY shall give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the CONTRACTOR's Services or any defect in the work of contractor(s) affecting the Project. If the CONTRACTOR has been delayed in completing its Services 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 Services, then, in the CITY's discretion, and upon the submission to the CITY of evidence of the causes of the delay, the CONTRACTOR will not be found in default. In no event will the CITY be liable to the CONTRACTOR for damages caused by delays, impacts, disruption, acceleration, resequencing, or interruptions regardless of the cause. CONTRACTOR expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in services, and CONTRACTOR expressly waives any and all other remedies for any claim for increase in the Contract price or sum, damages, expenses, losses, or additional compensation.

SECTION 4 PAYMENTS TO CONTRACTOR

4.1 CONTRACTOR will invoice the CITY for Services upon completion of each task assigned by the CITY or once each month for Services performed during the preceding monthly period. The CITY will pay the CONTRACTOR for the Services as detailed in each of the CONTRACTOR's narrative invoices in accordance with the pricing for such services as set forth in **Exhibit "B,"** attached hereto and incorporated herein. The invoices will be generated in a format as prescribed by the CITY.

This Agreement does not guarantee CONTRACTOR that it will be performing all of the tasks set forth in **Exhibit "A,"** or receive all of the compensation set forth in **Exhibit "B,"** as the CITY retains the right to select which tasks the CITY will require CONTRACTOR to perform and complete. CONTRACTOR shall be compensated only for those tasks the CITY has authorized the CONTRACTOR to perform. Furthermore, compensation will not be due to the CONTRACTOR unless and until the CONTRACTOR properly completes the assigned task or tasks and provides to the CITY all required deliverables concerning such tasks ordered.

4.2 The CITY's obligation to pay under this Contract is contingent upon the City Commission's annual appropriation of sufficient funds therefore. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract.

4.3 In accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act), invoices for non-construction services must be paid by the CITY to the CONTRACTOR within forty-five (45) calendar days of the CITY's receipt of a proper invoice(s) ("Payment Period"), unless, the CITY: 1) within ten (10) days after the improper payment request or invoice is received, notifies the CONTRACTOR, in writing, that the payment request or invoice is improper and indicates what corrective action on the part of the CONTRACTOR is needed to make the payment request or invoice proper. Processing of invoices for construction services, if any, will be governed by § 218.735, Florida Statutes.

4.4 CONTRACTOR fully acknowledges and agrees that if at any time it performs Services under this Agreement contemplated by the parties and such Services have not been, a) fully negotiated, reduced to writing, and formally authorized and executed by both the CITY and CONTRACTOR; or b) reduced to writing by the CITY and signed by the CITY, such Services will be deemed unauthorized, and the CONTRACTOR performs such Services at its own risk without liability to the CITY.

4.5 **No Liens.** CONTRACTOR acknowledges and agrees that the CITY is a Florida municipality and, as such, the CITY's public property and the Project(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes, or any other lien statute. CONTRACTOR may not file or record claims of lien or any other liens against any Project or property owned by the CITY.

4.6 **Records.** CONTRACTOR agrees to maintain and to cause each of its subcontractors to maintain complete and accurate books and records relating to all Services performed, all Deliverables provided, and all costs and expenditures related to Services and Deliverables that have been contracted and paid for by the City ("Books"). These Books must be maintained for five (5) years following Final Payment; five (5) years following termination of any Services; or any other time beyond five (5) years as may be required by Florida's applicable Public Records retention schedules, whichever is the longer of these times. All Books are subject to audit by the CITY at all times during the term of this Agreement and as long as kept pursuant to the applicable retention period referenced above.

4.7 **Final Payment.** The acceptance by the CONTRACTOR, including its successors or assigns, of Final Payment for Services will constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONTRACTOR, its successors, or assigns have or may have against the CITY under the provisions of this Agreement, unless otherwise a claim was previously and properly filed pursuant to the provisions of this Agreement or in a court of competent jurisdiction. This subsection does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

4.8 **Local Government Prompt Payment Act (Disputed Invoices).** If the CITY receives an improper payment request or invoice, the CITY will notify the CONTRACTOR, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to correct the payment request or invoice. If a dispute arises between the CITY and the CONTRACTOR concerning payment of a payment request or invoice, the dispute will be finally determined by the local governmental entity pursuant to administrative dispute resolution procedures, which will be commenced within forty-five (45) days after the CITY received the disputed payment request or proper invoice and concluded by final decision of the CITY within sixty (60) days after the CITY received such invoice or request. The dispute resolution procedures used will be those procedures as may be currently established by resolution or ordinance of the CITY, or, if no such procedures have been established, the dispute shall be reviewed by the City Manager or his/her designee, who will endeavor to meet with the CONTRACTOR to discuss the nature of the dispute and attempt to resolve the dispute within the time allotted by law. If no resolution satisfactory to the parties is reached, the City Manager or his/her designee shall issue a final decision in writing to the CONTRACTOR within sixty (60) days as required by statute.

- 4.9 **Progress Payment Withholding.** Progress payments may be withheld by the CITY if:
- A. Work on a Project is found defective and not remedied;
 - B. CONTRACTOR does not make prompt and proper payments to subcontractors, suppliers, vendors or materialmen;
 - C. Liens or claims of lien are filed on the CITY's property or the Project;
 - D. CONTRACTOR is in material default of this Agreement or any Services Authorization;
or
 - E. The amount sought by CONTRACTOR in any request for payment or invoice is not proper or is inaccurate.

SECTION 5 SCOPE, COST AND FEE ADJUSTMENT

5.1 **Scope Reduction.** CITY shall have the sole right to reduce, or eliminate, in whole or in part, the Scope of the Services at any time and for any reason, upon written notice to the CONTRACTOR specifying the nature and extent of the reduction. In such event, the CONTRACTOR will be fully compensated for the Services already performed prior to the effective date stated in the CITY's notification of the reduction. The CONTRACTOR will also be compensated for the Services remaining to be done, which are not reduced or eliminated.

However, CONTRACTOR will not be compensated for services not performed or that are removed from the scope of this Agreement or any task assignment issued thereunder by the CITY.

5.2 Scope Suspension. CITY may, at any time and for any reason, direct the CONTRACTOR to suspend work, in whole or in part, under this Agreement. Such direction will be in writing, and specify the period during which Services will be stopped. The CONTRACTOR shall resume its Services upon the date specified or upon such other date as the CITY may thereafter specify in writing. The CONTRACTOR's sole remedy for such suspension or delay will be a tolling of the completion date until the CITY instructs the CONTRACTOR to resume Services. The suspension or delay of Services, regardless of whether caused by the actions or inactions of the CITY, does not give rise to any claim by the CONTRACTOR against the CITY.

SECTION 6 TERMINATION

6.1 Termination. This Agreement may be terminated, at any time, by the CITY by delivering a written notice to CONTRACTOR at least thirty (30) days prior to the intended termination date. This Agreement may be terminated, at any time, by the CONTRACTOR by delivering a written notice to CITY at least one hundred twenty (120) days prior to the intended termination date. If the Agreement is terminated, CONTRACTOR will be paid for Services completed prior to and on the date of termination, including those reimbursable reasonable and provable expenses required by any Services Authorization and actually incurred by the CONTRACTOR; provided however, if CONTRACTOR terminates this Agreement prior to the completion of a Project(s), CONTRACTOR will not be compensated for uncompleted work in progress, including, but not limited to, circumstances where no final report or testing results that were due have been provided to the CITY.

6.2 Delivery of Materials Upon Termination. In the event of termination of this Agreement and prior to the CONTRACTOR's satisfactory completion of all the Services described or alluded to herein, the CONTRACTOR, unless otherwise excused by the CITY in writing, must promptly furnish the CITY, at no additional cost or expense, with one (1) physical copy and one (1) electronic copy of the following items, any or all of which may have been produced prior to and including the date of termination: data, specifications, test results, calculations, estimates, plans, drawings, computer print outs, surveys, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONTRACTOR, or by any subcontractor, in rendering the Services described herein ("Documents"), and not previously furnished to the CITY by the CONTRACTOR pursuant to this Agreement. The Documents will be the sole property of the CITY, and the CITY will be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all Subcontractors hired or otherwise engaged by the CONTRACTOR to provide Services or Deliverables in connection with this Agreement agree in writing to be bound by the provisions of this Subsection.

SECTION 7
MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

7.1 **General.** One (1) reproducible copy and one (1) electronic copy of all Documents must be supplied to the CITY at the CITY's request by the CONTRACTOR. The final work product of all such materials, along with all formal CONTRACTOR-CITY correspondence concerning any Project (e.g. letters, tapes, memoranda, etc.) will be the sole property of the CITY. Furthermore, the CITY may reuse such Documents at no additional cost, and the CITY will be vested with all rights of whatever kind and however created that may be in existence thereto.

7.2 **Reuse of Documents.** The CITY acknowledges that the Documents are not intended for use in connection with any purpose other than the purpose for which the materials are prepared. Any use by the CITY of such Documents in connection with a purpose other than that for which such Documents were prepared without the prior written consent of the CONTRACTOR will be at the CITY's sole risk, and the CONTRACTOR will have no responsibility or liability related thereto.

SECTION 8
NOTICES

All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONTRACTOR hereunder shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, addressed to:

BCI INTEGRATED SOLUTIONS
9501 Princess Palm Avenue
Tampa, Florida 33619
mfraioli@bcifl.net

All notices required to be given to the CITY shall be in writing, and shall be delivered via email, hand-delivery or United States mail, postage prepaid, to the CITY's Procurement Division and the City Attorney, separately, at:

City of Winter Park
Attention: Procurement Division
401 South Park Avenue
Winter Park, Florida 32789
Procurement@cityofwinterpark.org

City of Winter Park
Attention: City Attorney
401 South Park Avenue
Winter Park, Florida 32789
CityAttorney@cityofwinterpark.org

Either party may change its address, for the purposes of this subsection, by written notice to the other party given in accordance with the provisions of this subsection.

SECTION 9 WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT MAY THE CITY OR CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONTRACTOR OR BY THE CITY UNDER THIS AGREEMENT.

SECTION 10 INDEMNIFICATION AND INSURANCE

10.1 **Indemnification.** CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its representatives, employees, and elected and appointed officials, from all and any claims, judgments, damages, losses, penalties and expenses (including reasonable attorneys' fees, paralegals' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys 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, error, omission, recklessness, or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR 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 three million dollars (\$3,000,000) per occurrence, which the CITY and CONTRACTOR agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification. This section shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

10.2 **Insurance.** CITY has contracted with 'myCOI' to track and establish insurance compliance with contract terms. Within ten (10) days from the Effective Date and prior to rendering services to CITY, CONTRACTOR must register with myCOI and submit certificates or other documentary evidence for CITY via myCOI, attesting to insurance coverage required by the Original Government Contract. CONTRACTOR shall acquire and maintain required insurance coverage during the term of this Agreement. CONTRACTOR may not commence work under any agreement until obtaining all insurance coverage under this section and until CITY has approved such insurance. Except for the Worker's Compensation and Professional Liability Insurance policies, all policies must be issued on an occurrence basis and include the City of Winter Park as an **ADDITIONAL INSURED**. All coverage provided to the CITY as an additional insured must be (i) primary and non-contributory with any valid collectible insurance available to the CITY and (ii) waive subrogation in favor of the CITY. 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 may be grounds for disqualification if the information is not in order.

- A. **Required Coverage.** Based on the services the CONTRACTOR provides for the CITY, it has been determined that the CONTRACTOR is required to meet or exceed the insurance coverage detailed in **Exhibit "C"**, attached to this amendment.
- B. **Claims Made Basis Insurance Policies.** All insurance policies written on a Claims Made Form (*i.e.*, some professional liability policies) must maintain a retroactive date prior to or equal to the effective date of this Agreement. The CONTRACTOR must purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event that requires the purchase of a SERP to cover a gap in insurance for claims that may arise under or related to this Agreement. The CONTRACTOR's purchase of a SERP will not relieve the CONTRACTOR of its obligation to provide replacement coverage. In addition, the CONTRACTOR shall require that the carrier immediately inform the CONTRACTOR and the CITY of any contractual obligations that may alter the professional liability coverage, if any, required under this Agreement.

SECTION 11 MISCELLANEOUS PROVISIONS

11.1 **Discrimination.** The CONTRACTOR, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person may be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the CITY shall have the right to terminate this Agreement.

11.2 **Anti-Human Trafficking (Affidavit of No Coercion).** In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented and incorporated into this Agreement by way of the Affidavit of No Coercion, attached hereto as **Attachment "A"**.

11.3 **Foreign Countries of Concern (Section 287.138, Florida Statutes).** Pursuant to Section 287.138, Florida Statutes, VENDOR certifies that it is not owned or controlled by, organized under the laws of, or has its principal place of business in a foreign country of concern, as defined by law. Foreign countries of concern include China, Russia, Iran, North Korea, Cuba, the Venezuelan regime of Nicolás Maduro, and Syria, including any entities under their significant control.

This certification is made to prevent the CITY from contracting with entities that may access personal identifying information.

Attestations shall be documented and incorporated into this Agreement by way of the Affidavit of Compliance with Section 287.138, Florida Statutes, attached hereto as **Attachment "B"**. The CITY may terminate this Agreement if the VENDOR is found to have submitted a false certification or is otherwise in violation of this provision.

11.4 Compliance with Law. The CONTRACTOR and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the CONTRACTOR to its employees. The CONTRACTOR shall also require, by contract, that all subcontractors shall comply with the provisions of this subsection.

11.5 Licenses. The CONTRACTOR shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services or Work as described herein. The CONTRACTOR shall also require all subcontractors to comply by contract with the provisions of this subsection.

11.6 Compliance with New Regulations. The CONTRACTOR agrees that if local, state, or federal agencies modify their grant procedures in order for the CITY or the CONTRACTOR to qualify for local, state, or federal funding for the Services to be rendered by the CONTRACTOR, then the CONTRACTOR shall consent to and make such modifications or amendments in a timely manner. If the CONTRACTOR is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the CONTRACTOR, to terminate this Agreement. Furthermore, if the CONTRACTOR's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, then the CITY agrees, upon sufficient proof of material changes as may be presented to it by the CONTRACTOR, to amend all related CITY/CONTRACTOR contractual obligations, and to revise such Project budgets accordingly.

11.7 Contractor Not Agent of City. The CONTRACTOR is not authorized to act as the CITY's agent hereunder and has no authority, expressed or implied, to act for or bind the CITY hereunder, either in CONTRACTOR's relations with subcontractors, or in any other manner whatsoever. CONTRACTOR shall perform its Services as an independent contractor and has full responsibility for and control over the details of and means for performing the Services assigned and is subject to the directions of the CITY only with respect to the scope of work and the general results required.

11.8 Assignment and Delegation. The CITY and the CONTRACTOR bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONTRACTOR may not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of the CITY.

The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONTRACTOR attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may immediately terminate this Agreement as a breach of contract by the CONTRACTOR and a failure by the CONTRACTOR to substantially perform its obligations hereunder, and any such assignment will be null, void, and of no legal effect. The CITY retains its right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

11.9 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes and replaces all prior agreements or understandings, written or oral, relating to the matters set forth therein, and that are specifically related to the execution of this particular document.

11.10 Amendment. This Agreement may be amended or modified only by an Amendment and as duly authorized and executed in writing by the parties.

11.11 Validity. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. If any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

11.12 Headings. The headings of the sections or subsections of this Agreement are for the purpose of convenience only, and may not be deemed or otherwise construed to expand, limit, or modify the provisions contained in such Sections or Subsections.

11.13 Timeliness. The CITY and the CONTRACTOR acknowledge and understand that the Services must be performed in as expeditious a manner as may be in accord with the nature of the Services and consistent with the exercise of sound professional practices.

11.14 Public Entity Crime. Any Person or affiliate, as defined in 287.133 of the Florida Statutes, may not contract with the CITY, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the CITY obtained in violation of this Section is subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Section will be removed from the Project and promptly replaced by a subcontractor acceptable to the CITY at no penalty or additional cost to the CITY.

11.15 Force Majeure. Neither party may be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God ("Force Majeure Event"). If there is such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance. If feasible, the Parties may agree to amend in writing the time periods for any Services authorized to accommodate the situation; however, should a Force Majeure Event preclude the CONTRACTOR from performing time-sensitive Services for the CITY, the CITY may terminate this Agreement and reassign Services to another CONTRACTOR at no risk, penalty, additional cost, or liability to the CITY.

11.16 Remedies and Costs. Unless specified otherwise herein, all remedies set forth in this Agreement are cumulative and additional, and not in lieu or exclusive of each other, or of any other remedy available to either party, at law or in equity.

11.17 Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding and if the parties do not agree to the resolution of a dispute pursuant to Section 4.7 of this Contract, the parties shall endeavor to resolve claims, disputes, or other matters in question by mediation. Mediation will 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 may be filed until (i) the mediator declares an impasse, which declaration, in any event, must 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 and if the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation must be held in Orange County, Florida, unless another location is mutually agreed upon in writing by the parties. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the Services will be, if in state court, in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, or if in federal court, the Florida Middle District, Orlando Division.

11.18 Attorneys' Fees & Litigation Costs. In the event of mediation or litigation between the parties concerning or arising from this Agreement and unless otherwise provided by law, each party shall bear their own attorneys' fees and litigation costs except for in claims by the CITY for indemnity against CONTRACTOR under this Agreement, for which claim(s), attorneys' fees and litigation cost shall be due and payable to the prevailing party.

11.19 Non-Appropriation. Regardless of anything to the contrary contained in this Agreement, the CITY's payment and performance of obligations under this Agreement for each and every fiscal year of the CITY beyond the fiscal year when the Agreement is executed is subject to discretionary annual appropriation by the City Commission of funds therefore.

When sufficient funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement will be terminated on the last day of the fiscal period for which appropriations were made or at such other time as the CITY may determine, without further cost, penalty, or obligation to the CITY; provided, however, that CONTRACTOR will be paid for services rendered prior to termination of this Agreement. In no event may any obligation of the CITY under this 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 instead be payable solely from legally available revenues and funds.

11.20 No Waiver of Sovereign Immunity. CITY is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Agreement, nothing in this Agreement may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the CITY beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the CITY, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11.21 Scrutinized Companies.

- A. **Generally.** By entering into this Agreement, CONTRACTOR certifies that it is in compliance with the foregoing statutory requirements. 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) 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.
- B. A violation of this subsection constitutes grounds for the CITY to reject any bid or proposal submission and grounds for the CITY to immediately terminate any resulting contract or agreement relating to same.

- C. Contract or renewal of contract for goods or services of One Million Dollars (\$1,000,000) or greater: CONTRACTOR expressly agrees that, pursuant to Section 287.135, Florida Statutes, the CITY has the exclusive right, at the CITY's option, to immediately terminate any contract for goods or services of One Million Dollars (\$1,000,000) or more that is renewed or entered into on or after July 1, 2018, if the CONTRACTOR:
1. submits a false certification as to compliance with Section 287.135(5), Florida Statutes; or
 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.
- D. Contract or renewal of contract for goods or services of any amount. CONTRACTOR expressly agrees that, pursuant to Section 287.135, Florida Statutes, the CITY has the express 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 CONTRACTOR:
1. is found to have been placed on the Scrutinized Companies that Boycott Israel list; or
 2. is engaged in a boycott of Israel.
- E. **False certification.** If the CONTRACTOR 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.

11.22 Tobacco-Free Campus. CONTRACTOR agrees that the performance of all work and services for the CITY will be tobacco-free as required by this paragraph. Accordingly, CONTRACTOR agrees that all of CONTRACTOR's employees, agents, and those performing work and services for the CITY at the CONTRACTOR's direction or control shall refrain from utilizing tobacco in any form within or about any CITY owned or controlled parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. CONTRACTOR agrees that this is a material term of this Agreement, and the CITY has the right to pursue all available applicable remedies under Florida law if 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 use of e-cigarettes; or
2. utilizing chewing tobacco, plug tobacco, dip, snuff, other smokeless tobacco, or any other form of leaf tobacco product.

11.23 Termination for Convenience. CITY may terminate the Contract at its convenience, with or without cause, upon written notice of termination to CONTRACTOR. In the event of such a termination by CITY, CITY will be liable for the payment of all services properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination, and other reasonable costs associated with the termination. Regardless of the foregoing, under no circumstances will the CITY be liable to CONTRACTOR for lost profits or overhead for work, materials, or services not performed or otherwise delivered to CITY.

11.24 Title VI 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." CONTRACTOR, 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 of the CONTRACTOR to carry out these requirements constitutes 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 may 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.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach will constitute a breach of this Contract, and CITY will have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as CITY deems appropriate, including, but not limited to, suspension or debarment from future CITY contracts. In addition to CITY, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination provision is intended to be in conformity 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. CONTRACTOR shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

11.25 Employment Eligibility. CONTRACTOR shall comply with § 448.095, Florida Statutes, effective January 1, 2021, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR.

Furthermore, any subcontract the CONTRACTOR enters into with a subcontractor or subrecipient to perform work under this Agreement must contain the following language: "The subcontractor must comply with § 448.095, Florida Statutes, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR on or after the effective date of this contract and thereafter during the remaining term of such contract." If the CONTRACTOR fails to comply with the foregoing or § 448.095 or 448.09(1), Florida Statutes, the CITY will take action as required by § 448.095(2)(c), Florida Statutes, which may include termination of this contract. If the CITY terminates this contract due to the CONTRACTOR's or a subcontractor's (or subrecipient's) failure to comply with § 448.095 or § 448.09(1), Florida Statutes, the CONTRACTOR will be liable to the CITY for any additional costs or expenses incurred by the CITY as a result of the termination of this Agreement. Furthermore, the CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY from and against any fines, sanctions, or penalties levied against the CITY by a governmental agency arising from the CONTRACTOR's failure or alleged failure to comply with this paragraph, including, but not limited to, the CITY's loss or repayment of grant funds. 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 twenty (20) calendar days after the date of termination.

11.26 Cybersecurity Compliance and Incident Response. CONTRACTOR shall perform all services in a manner consistent with the requirements of Florida Statutes §§ 282.318, 282.3185, and 282.3186, to the extent applicable to municipal operations, and shall assist the CITY in meeting its obligations under such statutes. This includes implementing cybersecurity programs consistent with the NIST Cybersecurity Framework, conducting risk assessments as directed by the CITY, and ensuring all employees and technical staff complete required cybersecurity training within statutory timeframes.

Upon discovery of a cybersecurity or ransomware incident, CONTRACTOR shall immediately notify the CITY's Information Security Officer by telephone and confirm such notice in writing. CONTRACTOR shall provide sufficient detail to allow the CITY to meet statutory deadlines, including reporting ransomware incidents within 12 hours, reporting severity level 3–5 incidents within 48 hours, and submitting after-action reports within one (1) week after remediation containing all information required by law. CONTRACTOR shall not pay, cause the CITY to pay, or otherwise comply with any ransomware demand.

CONTRACTOR shall fully cooperate with the CITY in any investigation, reporting, or remediation, including providing all relevant data, logs, system access, and personnel. CONTRACTOR shall ensure all subcontractors and service providers with access to CITY systems or data comply with these obligations, and CONTRACTOR remains liable for any failure by such parties.

Any failure to comply with this section is a material breach. CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, and employees from all damages, costs, liabilities, and expenses, including attorneys' fees, arising from CONTRACTOR's or its subcontractors' failure to comply, including costs of incident response, data recovery, and regulatory penalties. These obligations survive termination or expiration of this Agreement as permitted by law.

11.27 **Survival.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Agreement.

11.28 The documents identified herein are incorporated by reference into this contract. Should clarification of a contract requirement be needed or if conflicting language is identified within these contract documents, the order of procedure shall be as follows (1 having the highest precedence):

1. The CITY's standard contract and subsequent amendments to this document.
2. The solicitation document for **RFP5-25 – Design, Install, Configure & Maintain Audio Visual Systems** and any subsequent addenda.
3. The CONTRACTOR's pricing as set forth in **Exhibit "B."**
4. The CONTRACTOR's proposal response to **RFP5-25 – Design, Install, Configure & Maintain Audio Visual Systems.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the dates listed below:

BCI INTEGRATED SOLUTIONS

**CITY of WINTER PARK,
A FLORIDA MUNICIPAL CORPORATION**

Connie Honey

Sheila DeCiccio

Name

Name

Signed by:

Signed by:

Connie Honey

Sheila DeCiccio

Signature

Signature

Controller

Mayor

Title

Title

August 26, 2025

August 26, 2025

Date

Date

Approved by City Commission on
August 13, 2025.

Exhibit "A"



RFP5-25

DESIGN, INSTALL, CONFIGURE & MAINTAIN AUDIO
VISUAL SYSTEMS

DEADLINE FOR QUESTIONS: April 25, 2025

RESPONSE DEADLINE: May 6, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/%7Bproject.government.code%7D/projects/%7Bproject.id%7D>

Sealed proposals must be received and time stamped on or before the date and time referenced above electronically via City's e-Procurement Portal. Any responses received **after 2:00 pm** on said date **will not be accepted under any circumstances**. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed response.



City of Winter Park
REQUEST FOR PROPOSAL

Design, Install, Configure & Maintain Audio Visual Systems

- I. Introduction.....
- II. Proposal Preparation & Submittal
- III. Scope of Services.....
- IV. Evaluation Procedure
- V. Evaluation Criteria.....
- VI. Standard Terms & Conditions
- VII. Summation of Insurance Requirements
- VIII. Pricing Proposal
- IX. Vendor Requirements & Acknowledgement.....



1. Introduction

1.1. Summary

Electronic submissions must be submitted and time stamped by the City of Winter Park's [Procurement portal](#) on or before 2:00 pm Tuesday, May 6, 2025. Any responses received after said time and date will not be accepted under any circumstances. Official time will be measured by the time stamp from the Procurement portal, which shall be scrupulously observed. Under no circumstances shall the City of Winter Park be responsible for untimely submissions, late deliveries, or delayed responses.

The City of Winter Park is seeking proposals from qualified vendors who can design, install, configure, and maintain Audio Visual systems.

1.2. Contact Information

Rebecca Watt

Procurement Agent

401 S Park Ave

Winter Park, FL 32789

Email: rwatt@cityofwinterpark.org

Phone: [\(407\) 599-3315](tel:(407)599-3315)

Department:

Information Technology

1.3. Timeline

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

RFP Issue Date	March 26, 2025
Question Submission Deadline	April 25, 2025, 2:00pm
Proposals Due to Procurement	May 6, 2025, 2:00pm
Selection Committee Meeting – Evaluation and Ranking	May 29, 2025, 2:00pm City Hall - Chapman Room 401 South Park Avenue Winter Park, Florida 32789

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<p>Final Ranking Meeting</p>	<p>June 26, 2025, 12:30pm City Hall - Chase Room 401 South Park Avenue Winter Park, Florida 32789</p>
<p>Anticipated Commission Award</p>	<p>TBD</p>

2. Proposal Preparation & Submittal

2.1. Obtain Documents

Documents can be downloaded by visiting the [City of Winter Park's Public Procurement portal](#). If you experience any problems downloading the document, please contact the OpenGov system support via the Tech Support chat on the website, email procurement-support@opengov.com, or by phone at (650) 336-7167.

2.2. Electronic Proposals Due

Electronic responses must be submitted via City's Procurement portal by 2:00 pm Tuesday, May 6, 2025. It is the Respondent's responsibility to ensure that your proposal is submitted to the City's eProcurement portal at the proper time. Proposals that are not submitted for any reason will not be considered. All proposals received after 2:00 pm Tuesday, May 6, 2025 will not be accepted. Under no circumstances will City of Winter Park be responsible for late proposals or submissions.

All proposals will be electronically opened and acknowledged immediately following the proposal's due date and time.

2.3. City is Not an Administrative Agency

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

2.4. Preparation of Proposals

Proposals shall be submitted electronically via the [City's Procurement Portal](#) by the Respondent. Specify whether the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual. A Respondent may be requested to present evidence of its experience and qualifications and the entity's financial ability to carry out the terms of any resulting contract.

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy (Adobe) shall be submitted in within the [#Vendor Requirements & Acknowledgement](#).

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2.5. Proposal Submittal

Proposals shall be submitted directly to the [City's Procurement Portal](#). Submit proposals in accordance with the instructions listed herein regarding the time, place, and date required. Responses received after the time requirement will not be opened and will not be considered for award. It is the Respondent's sole responsibility to be sure its response is submitted directly to the [City's Procurement Portal](#) by 2:00 pm Tuesday, May 6, 2025. The City will not be responsible for any proposal submitted incorrectly or to the wrong location.

All proposals must be prepared and submitted in accordance with the instructions provided in this Request for Proposal (RFP). Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation and supporting exhibits, is of timely submission, and has the appropriate signatures and acknowledgments as required on each document. Failure to comply with these requirements may deem your proposal non-responsive. **The City reserves the right to disqualify a proposal that is not submitted in the format delineated in Vendor Requirements & Acknowledgement.**

Pursuant to Section 287.05701, Florida Statutes, the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or give preference to a vendor based on the vendor's social, political, or ideological interests.

3. Scope of Services

3.1. Project Description

The Successful Respondent shall utilize an open-book approach for each project that may be assigned. The City may require assistance with various tasks, including repair and/or replacement scope identification, design/constructability, and construction/implementation of repair/replacement.

- A. City-Wide Audio-Visual Replacement and/or Enhancements include, but are not limited to, the following existing facilities, each as an individual project:
 1. City Hall
 2. Fire Department
 3. Police Department
 4. Chamber of Commerce
 5. Central Park
 6. Community Center
 7. Showalter Stadium
 8. Other miscellaneous locations



B. The following technologies are used to achieve desired Audio-Visual results:

1. Wired and wireless microphones
2. Amplifiers
3. Video distribution switches
4. Audio switchers
5. TOA mixers
6. Vaddio AV bridge
7. IP cameras
8. Crestron systems
9. Various projectors and screens
10. Televisions and monitors
11. Fair-Play Electronic Scoreboard
12. Field Microphones
13. Miscellaneous software

C. The purpose of any new design, install, repair, or enhancement is to achieve:

1. Ease of use and operation
2. Excellent quality audio and video
3. Use of modern technologies
4. Easy presentation methods for public and staff
5. Simplification of architecture

4. Evaluation Procedure

The Procurement Division will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.



4.1. Evaluation

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

4.2. Criteria

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

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

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

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

4.3. Selection Process

The selection process is as follows:

- A. The Selection Committee will evaluate all proposals which have been determined to be responsive.
- B. The Selection Committee will then rank the proposals of those firms based on their submittals, with an emphasis on City needs and in accordance with Florida Statutes Section 287.055, known as the Consultants Competitive Negotiations Act, to determine a shortlist and move forward to oral presentations (Phase 2) for further evaluation by the Committee.
- C. After oral presentations are conducted from the shortlisted firm(s), a post-presentation ranking will be conducted to determine the overall top-ranked firm.
- D. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission.

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- E. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission is not required to accept the recommendations and rankings of the Committee. The City Commission's decision will be final.
- F. The City and the selected Respondent will enter into a contract incorporating this RFP's requirements and other terms acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The City has the right to rescind the contract award to the selected Respondent if the City and the selected Respondent disagree with the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, before complete contract execution.

4.4. Formal Oral Presentations/Interviews

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

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

The City will allot equal time for each Respondent, divided into two (2) sequential parts: formal presentations and questions and answers. Each Respondent interviewed may be asked differing questions.

Oral presentations will allow the Respondents to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums, and no firm will be penalized for using less than the allotted time.

4.5. Post Award Termination

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

5. Evaluation Criteria

A. Scoring Definitions

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

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

- A. the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- B. a Respondent's skill and business judgment;
- C. Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- D. Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services;
- E. the quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services;
- F. Respondent's pecuniary ability and financial stability;
- G. the Respondent's previous and existing compliance with laws, ordinances, and regulations;
- H. Respondent's maintenance of a permanent place of business;
- I. Respondent's appropriate successful contractual and technical experience in similar work;
- J. The proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- K. the qualifications of subcontractors whom each Respondent proposes to use;

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- L. the proximity of Respondent’s labor force, equipment, and business operation in relation to the City,
- M. Respondent’s ability to meet and/or maintain scheduling requirements
- N. Respondent’s quoted prices for services, and
- O. Respondent’s responsiveness to this Request for Proposals.

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

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

5.1. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Company Experience</p> <p>Respondents are evaluated based on their relevant experience in providing similar services.</p>	0-5 Points	30 <i>(30% of Total)</i>
2.	<p>Key Personnel Experience</p> <p>Respondents are evaluated based on the qualifications and relevant experience of the proposed key personnel and consultants, including their expertise and knowledge essential for the successful execution of these services.</p>	0-5 Points	25 <i>(25% of Total)</i>

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3.	Professional Contacts Respondents are evaluated based on how relevant the services performed are to this RFP.	0-5 Points	15 <i>(15% of Total)</i>
4.	Cost Proposal Respondents are evaluated based on the proposed cost-effective fee to complete the services in this RFP. If Respondent intends to omit any tasks or requirements listed in the scope of work, the omission must be clearly described and included with your proposal.	0-5 Points	25 <i>(25% of Total)</i>
5.	DBE Utilization A current certificate issued by the State of Florida is included with submitted materials.	0-5 Points	5 <i>(5% of Total)</i>

5.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Quality of Engagement Respondents will be evaluated based on their ability to engage and respond effectively to the committee's questions and comments.	0-5 Points	30 <i>(30% of Total)</i>
2.	Company Experience Respondents will be evaluated based on their experience with similar services, the quality of those services, the schedule, challenges encountered, and the strategies implemented to address them.	0-5 Points	35 <i>(35% of Total)</i>
3.	Workload Management Respondents will be evaluated based on their firm's projected workload.	0-5 Points	35 <i>(35% of Total)</i>

6. Standard Terms & Conditions

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6.1. 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 submitted in writing at least ten (10) business days before the due date and time of the proposal.

6.2. Submission of Supporting Documents

The Successful Respondent shall furnish all required documents within ten (10) business days after notification of the award. If the Successful Respondent fails to furnish the required documents within ten (10) business days, the City may withdraw the award and award to the next lowest responsive, responsible Respondent whose proposal provides the best value to the City.

6.3. Proposal Prices

The Respondent warrants by virtue of bidding that the prices, terms, and conditions quoted in this proposal will be firm for ninety (90) days from the date of the proposal opening unless otherwise specified by the Respondent and shall not be amended after the date and time of the bid opening. Any attempt by a Successful Respondent to amend said proposal 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 bid/proposal package set forth by the City of Winter Park.

6.4. Delivery

All prices shall be FOB Destination, City of Winter Park, Florida. Delivery dates and warranties must be written out and submitted with bids. We insist delivery dates be met as specified. There will be no additional charge for multiple delivery locations.

6.5. 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 the written consent of both parties and approval by the City Commission or City Manager. Approximately forty-five (45) days before the expiration of the initial

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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.

6.6. 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. The City shall make payment 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. 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. Payment and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

6.7. 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 via purchasing card like other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

6.8. Taxes

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

6.9. 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 Respondents extra payments for conditions that can be determined by examining the site and documents. In case of a mistake in the extended price, the unit price will govern, and the Respondent's total offer will be corrected accordingly.

6.10. Minor Informalities or Irregularities in Bids

A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, or delivery is negligible when contrasted with the total cost or scope of the acquired supplies or services. The procurement officer either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is to the advantage of the City.

6.11. 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

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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, the 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 concerning 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 at 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 making an award.

6.12. Proposal or Contract Terms at Variance with This Document and the RFP or Specifications

This formal solicitation expressly limits acceptance of 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 Respondent but without the contractual terms that were included in the proposal and which are inconsistent with or different from the language in this invitation, and the proposal specifications and this document so long as the proposal is otherwise responsive to this document and the proposal specifications with the inconsistent language stricken. The Respondent hereby agrees that by making a proposal based upon this invitation, any term or condition inconsistent with this document or the proposal 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 attorney's 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

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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 proposal 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.

6.13. Modifications & Withdrawals

Proposals may be modified at any time prior to the bid open date and time. To change a Proposal, log in to your vendor account: <https://procurement.opengov.com/login>, and go to your submitted Proposal. Select "Unsubmit Proposal," make the required changes and submit the Proposal again.

Proposals may be withdrawn any time before the bid open date and time. To withdraw a bid, login to your vendor account: <https://procurement.opengov.com/login>, and go to your submitted Proposal. Select "Unsubmit Proposal."

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 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.

6.14. Disqualifications

The City of Winter Park reserves the right to disqualify bids/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

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consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

6.15. Proposal Costs

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

6.16. Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for bid protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online on the City of Winter Park [Procurement Division](#) page.

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 bid 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 kind shall be due to or recovered by the prevailing vendor in a bid protest, even if the City awards the contract to another Respondent if the bid 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 bidding for any reason, including the 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. The bid 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 before the contract award. 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.

6.17. 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.

6.18. Use of Other Contracts

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



6.19. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or Respondent 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 accepted, 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 when the purchasing agency tenders final payment to the Respondent.

6.20. Certificate of Insurance

The Successful Respondent and any subcontractors of the vendor shall require their insurance carriers, concerning 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 Workers' 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 [Summation of Insurance Requirements section](#). 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 Workers' 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 at the City's discretion and may be grounds for disqualification if the information is not in order.

6.21. Licenses, Permits and/or Fees

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

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Respondent may inform the Building Division they are under contract with the City and request a reduction of the required fees as referenced above.

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

The Successful Respondent must obtain all necessary inspections, including building, plumbing, mechanical, and electrical. The Certificate of Occupancy must be obtained before occupancy, as the Winter Park Building Department requires.

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

6.22. Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty, with a minimum of 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., that are 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 Successful Respondent prior to the termination of the contract.

6.23. Termination for Default

The City's [Procurement Division](#) shall notify, in writing, the Respondent of deficiencies or default in the performance of its duties under the Contract via email or otherwise to the address provided by the Successful 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 Respondent has received notice of those instances of deficiency. It shall be at the City's sole 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.

6.24. Termination for City's Convenience

The work performed under this contract may be terminated in accordance with this clause in whole or from the time in part whenever a City representative determines that such termination is in the City's best interest. Any such termination shall be communicated by the delivery via email or otherwise to the address provided by Successful Respondent in its response to a Notice of Termination specifying

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the extent to which work performance 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, per the payment provisions, for services rendered up to the termination date. The City shall have no other obligations to the Successful Respondent.

Successful Respondent shall be obligated to continue the 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.

6.25. Drug-Free Workplace

The Successful 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 Respondent shall immediately remove the employee from the City premises. The Successful 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 confirm this certification shall result in the rejection/disqualification of the response. See Drug-Free Workplace Acknowledgment in [Vendor Requirements & Acknowledgment](#) section.

6.26. Indemnification

The Successful Respondent 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:

Successful 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 expenses, 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 Successful Respondent or persons employed or utilized by the Successful Respondent in the performance of any services or work rendered under this Agreement. If the type of services or work being performed under this Agreement requires 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 Successful Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise, there is no maximum limit of indemnification.

Successful Respondent shall indemnify and hold harmless the City from and against any 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 Successful 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 Successful Respondent or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

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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 under Florida law.

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

6.27. Accidents & Claims

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

6.28. Laws & Regulations

The Successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner may apply and those which may be enacted later or bodies or tribunals having jurisdiction or authority over the work, and shall indemnify and save harmless the City 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 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 or services. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between a Respondent on this RFP and the City, including but not limited to any claim or litigation related to an agreement resulting from this 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 shall be used in the adjudication.

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

6.29. Communications

To ensure fair consideration for all prospective Respondents throughout 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,

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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 the award of the bid or any future bid.

The sole exception to the foregoing rule is that any questions relative to the interpretation of specifications or the solicitation process may be submitted using the [project page](#). Questions of a material nature must be received no later than ten (10) business days from the date and time of the public opening.

6.30. Cone of Silence

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

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.

6.31. Addenda

Questions or revisions that arise and affect the solicitation will be posted as an Addendum on the project page. All Respondents are strongly encouraged to follow the project to receive notifications or contact the City's [Procurement Division](#) at least ten (10) calendar days before the date fixed to verify information regarding Addenda. In its sole discretion, the City may delay and change the scheduled due dates indicated herein. Addenda information can be downloaded by [accessing the project page](#) and Addenda & Notices tab. It is the sole responsibility of the Respondent to ensure they obtain information related to Addenda.

Unless otherwise specified, all addenda must be acknowledged to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

6.32. Subcontractors

The Successful Respondent shall not employ subcontractors without the advance written permission of the Project Manager or Information Technology Director. 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

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of drugs or alcohol or behaves 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.

6.33. Assignability

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

6.34. Waiver, Alterations, Consent & Modification

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

6.35. Fiscal Year Funding Appropriations

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

6.36. No General City Obligation

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

6.37. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, the City may cancel the resulting contract. 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.

6.38. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Respondents should be aware that this Request for Proposal and the responses thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their response that 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.

6.39. Compliance

All companies doing business with the City must do so in English and make proposal or other money quotations in United States currency. No customs, duties, or import fees shall be added to the cost

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shown in the response. 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.

6.40. Equal Opportunity Employment

The Successful 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 Successful 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 Successful Respondent agrees not to employ any person undergoing a 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 utilizing 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 twenty (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 one (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.

6.41. Fair Labor Standards Act

Successful Respondent is required to pay all employees no 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 occasionally.

6.42. Unauthorized Aliens

The City shall consider the employment by the Successful 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 the determination by the City of a non-responsive bid. This requirement shall be contained in any contract executed pursuant to this RFP.

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6.43. False Claims

If the Successful 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, the 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 of 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.

6.44. Reductions in Work

The City shall have the sole right to reduce or eliminate, in whole or in part, the [Scope of Services](#), 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 before the effective date stated in the City's notification of the reduction.

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

6.45. Disclaimer of Liability

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

6.46. Sovereign Immunity Reserved

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

6.47. Compliance with Occupational Safety & Health

Respondent certifies that all material, equipment, etc., contained in this formal solicitation meets all Occupational Safety and Health Administration ("OSHA") 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 OSHA 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 OSHA and state safety regulations and requirements.

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6.48. Severability

If any term, provision, or condition contained in this RFP or 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.

6.49. Public Records

For any resulting agreement relating to this RFP, the Successful Respondent shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in Chapter 119, Florida Statutes: Successful Respondent acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Successful Respondent's control and possession, including sub-Respondents 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, Successful Respondent specifically agrees it shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City 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 Successful Respondent upon the 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 compatible with the City's information technology systems.

It is further agreed that any record, document, computerized information, program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Successful Respondent and its employees, sub-Respondents, and associates related, directly or indirectly, to the resulting Agreement, are likely considered to be Public Records whether in the possession or control of the City or the Successful Respondent, including sub-Respondents and subcontractors unless an exemption or exception under applicable law applies. Such records, documents, computerized information, programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Successful Respondent are subject to the provisions of Chapter 119, Florida Statutes, and applicable retention schedules. They may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Successful Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law.

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Upon request by the City, the Successful 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 normal working hours, 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 Successful Respondent by the Public Records Law, Successful Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such is requested by the City, regardless of any contractual or other dispute that may arise between Successful Respondent and the City. Successful Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses, and penalties arising out of or concerning Successful Respondent's and its sub-Respondents' and subcontractors' violation of Public Records Law or this section, including for the City's attorney's 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 407-599-3277, CITYCLERK@CITYOFWINTERPARK.ORG, CITY OF WINTER PARK, ATTN. CITY CLERK, 401 SOUTH PARK AVENUE, WINTER PARK, FLORIDA 32789.

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

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6.50. Counterparts

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

6.51. Lien

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

6.52. Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that the City Manager may enter a particular procurement or type of purchase pursuant to an Ordinance of the City.

6.53. Breach

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

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

Unless otherwise prohibited by law, in the event the Successful Respondent 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 the City determines such to be in the City's best interest.

6.54. Limitations on Damages

If the Successful Respondent is delayed in completing its services or works 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

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exclusive remedy for delays in the 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 indicate that the Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the submission date 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.

6.55. Ethics

The Successful 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 another 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), 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 shall warrant that they have not employed or retained any company or person other than a bona fide employee working solely for the Respondent to solicit or secure any resulting agreement relating to this RFP and that the Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift, or other consideration contingents 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.

6.56. Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for the 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 selecting a mediator, then the City shall select the mediator

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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:

- A. 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,
- B. sixty (60) days have 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.

6.57. Procurement Decision

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

A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a Respondent. A recommendation of contract award does not constitute a contract. The award of a contract to a 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.

6.58. Scrutinized Companies

- A. Generally. Pursuant to Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of 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 one million dollars (\$1,000,000) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is:
 1. 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
 2. is engaged in business operations in Cuba or Syria.

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3. 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) 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) 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 is:
1. 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.

6.59. Electronic Signatures

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

6.60. Independent Contractor

Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this RFP, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any work or services performed as set forth herein or relating to this RFP or as

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part of any resulting agreement regarding this RFP shall at all times and in all places be subject to the 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 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.

6.61. Tobacco-Free Campus

Successful Respondent agrees that the performance of all work and services for the City shall be tobacco-free. Accordingly, Successful Respondent agrees that all of Successful Respondent's employees, agents, and those performing work and services for the City at the Successful Respondent'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. Successful Respondent 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:

- A. Smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes;
- B. Utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

6.62. Background Check Verification

Successful Respondent agrees to perform a Level I (Past five 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 before any assignment or work on City property. The Respondent shall bear the cost of the background checks. The Respondent will certify that, in accordance with Section 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 Section 775.082 or Section 775.083, Florida Statutes.

6.63. Title IV Compliance

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

- A. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;

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- B. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below, and
- C. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.
- D. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract, and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination 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.

6.64. ADA Compliance

Respondent shall ensure that any deliverables provided to the City and the public, including any 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 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 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 arising from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

7. Summation of Insurance Requirements

Consultant shall ensure that all sub-consultants and/or subcontractors comply with the same insurance requirements that he/she is required to meet. Consultant shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

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

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

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7.1. Standard

- A. **General Liability** (occurrence)
 - 1. \$1,000,000 each occurrence,
 - 2. \$2,000,000 general aggregate,
- B. **Auto Liability** (All-owned autos, hired autos, non-owned autos)
 - 1. \$1,000,000 bodily injury per person,
 - 2. \$2,000,000 bodily injury per accident,
- C. **Workers Comp** (WC Statutory Limits)
 - 1. \$500,000 EL each accident,
 - 2. \$500,000 EL disease-EA employee,
 - 3. \$500,000 EL disease-EA policy limit,

Additional Requirements - Division Name: Procurement Vendors, 30 Days' Notice of Cancellation Required.

Additional Requirements for General Liability - Additional Insured applies to General Liability, must provide a physical copy of the Additional Insured Endorsement for Ongoing and Completed Operations (CG 2010 0413 and CG 2037 0413 or their equivalent) in addition to the certificate of insurance, please confirm on the certificate or by uploading endorsement(s) that Additional Insured applies to this policy,

Additional Insured Names: The City of Winter Park, Waiver of Subrogation, Primary Non-Contributory Language

7.2. Cyber Coverage

All Standard requirements plus:

- A. Cyber Liability
 - 1. \$5,000,000,
 - 2. Waiver of Subrogation,
 - 3. Primary Non-Contributory Language

8. Pricing Proposal

LABOR

Please provide the hourly rate for the listed labor positions. If unavailable, select the 'No Bid' option.

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Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Project Manager	per hour		
2	Engineer I	per hour		
3	Engineer II	per hour		
4	Engineer III	per hour		
5	Programmer	per hour		
6	Tech Labor	per hour		
7	CAD	per hour		
8	Installer	per hour		
9	Helper	per hour		
10	Emergency Work Rate	per hour		

MATERIALS

Line Item	Description	Unit of Measure	Percentage off MSRP
1	Materials	%	

9. Vendor Requirements & Acknowledgement

9.1. Statement of E-Verify Requirements Compliance*

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid 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

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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 HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

Please confirm

*Response required

9.2. Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Sworn Statement Under Secti...](#)

*Response required

9.3. Affidavit of No Coercion*

By confirming, the Respondent, in accordance with Florida Statute 787.06 hereby certifies that the firm they are representing for this bid agrees to the following:

- A. The Respondent is over the age of 18 and has personal knowledge of the matters set forth except as otherwise set forth herein.



- B. The Respondent does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

This declaration is made pursuant to Florida Statute 92.525. Respondent understands that making a false statement in this declaration may be subject to criminal penalties.

Under penalties of perjury, the Respondent, declares they have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

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 HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

Please confirm

*Response required

9.4. Drug-Free Workplace Statement*

By confirming, the Respondent, in accordance with Florida Statute 287.087 hereby certifies that the firm they are representing for this bid 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.

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

Please confirm

*Response required

9.5. Public Records Act/Chapter 119 Requirements*

By confirming, the 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:

- A. 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;
- B. 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;
- C. 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
- D. 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.

Please confirm

*Response required

9.6. Background Check Verification*

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

Procurement Division

CITY OF WINTER PARK, FLORIDA



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.

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 thirty (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

Procurement Division

CITY OF WINTER PARK, FLORIDA



- 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

Procurement Division

CITY OF WINTER PARK, FLORIDA



- 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 of 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 his or her 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.

Procurement Division

CITY OF WINTER PARK, FLORIDA



Please confirm

*Response required

9.7. By confirming, the Respondent attests to their authority to execute this submittal and to bind the company herein named to perform as per agreement. Further, by confirming, the Respondent attests to the following:*

- The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;
- The facts stated in the Respondent's response pursuant to this Request for Proposal are true and correct in all respects;
- 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 Request for Proposal;
- Respondent will supply all labor, materials, equipment and supplies as set forth in this Request for Proposal;
- 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.

Please confirm

*Response required

9.8. Proof of Insurance*

Respondent/Vendor shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements that he/she is required to meet. Respondent/Vendor shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

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

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

*Response required

9.9. W-9 Form*

Please upload your current W-9.

*Response required

Procurement Division

CITY OF WINTER PARK, FLORIDA



9.10. Non-Collusion Statement *

- A. He/she is the representative of the firm, the Respondent that has submitted the attached response.
- B. He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- C. Such solicitation is genuine and is not a collusive or sham solicitation.
- D. 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.
- E. 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 confirm

*Response required

9.11. Redacted Bid containing any information deemed confidential?

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

9.12. 12..... Authorized Signatory

*9.12.1. 12.1. Name and Title of the Authorized Signatory**

*Response required

*9.12.2. 12.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract.**

Please confirm

*Response required

Procurement Division

CITY OF WINTER PARK, FLORIDA



9.13. Proposal Response

Unless a question requires a file to be uploaded, proposals will not be accepted via pdf, word doc, etc. Respondents shall not state "see attachment" or similar as their response to the questions.

The City reserves the right to disqualify a proposal that is not submitted in the format delineated below.

*9.13.1. Description of Project**

Provide a description of the project indicating your understanding of the requirements/scope of services/specifications of this formal solicitation. The description must be a brief formal description from the Respondent that provides information regarding their familiarity and interest in Design, Install, Configure & Maintain Audio Visual Systems.

*Provide all relevant names, titles, addresses, telephone numbers, and e-mail addresses.

*Response required

*9.13.2. Respondent's Experience**

Indicate the Respondent's background in Design, Install, Configure & Maintain Audio Visual Systems. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/sub-consultant. The proposal should provide a detailed description of comparable projects (similar in scope of services to those requested herein) that the Respondent has either completed or been ongoing within the past five years. Please specify whether each project is completed or ongoing.

The description should identify each project:

- the client
- description of work
- duration of project
- contact person and phone number for reference
- the results/deliverables of the project
- Where possible, list and describe those projects performed for similar-sized public or private entities, business districts, and any work performed for the City of Winter Park.

*Response required

*9.13.3. Qualifications of Project Staff**

Provide a statement specifying the qualifications of the Respondent and any other key personnel being assigned to this project. Designate a team person who will have the primary responsibility of managing the day-to-day oversight of this project, indicating relevant qualifications and experience. Indicate the role that each of the key personnel will be playing in the development of the requested work products.

Procurement Division

CITY OF WINTER PARK, FLORIDA



*Response required

*9.13.4. Organizational Chart**

Provide an organizational chart detailing the proposed staff for this contract.

*Response required

*9.13.5. Work Plan**

The proposal should include the process the Respondent will use to provide Design, Install, Configure & Maintain Audio Visual Systems. It should provide a timeline of how long it will take to implement these phases. The proposal should identify challenges/obstacles foreseen in the process. Include a statement of intent, description of the proposal, concept, and approach. The Respondent is encouraged to provide additional information that the selection committee should consider to accomplish its objectives. Any remaining materials and/or information requested in the [Scope of Services](#) of this document should be documented in this response.

*Response required

*9.13.6. Professional Contacts**

The proposal should provide names, addresses, and phone numbers for a minimum of three (3) contacts, including municipalities or other organizations that would be capable of explaining and confirming your firm's capacity to successfully complete Design, Install, Configure & Maintain Audio Visual Systems.

*Response required

9.13.7. DBE Utilization

A current certificate issued by the State of Florida is included with submitted materials. Please upload your certificate(s).

9.14. Cost Proposal

Respondents are evaluated based on the proposed cost-effective fee to complete the services in this RFP. If Respondent intends to omit any tasks or requirements listed in the scope of work, the omission must be clearly described and included with your response.

*9.14.1. Pricing Proposal**

*Response required

*9.14.2. Omissions**

If the Respondent intends to omit any tasks or requirements listed in the scope of work, the omission must be clearly described. If not, please indicate it as Not Applicable.

*Response required

9.15. Miscellaneous

This section will be optional to provide any additional information relevant to the project.

9.15.1. Additional Information

Please upload any additional information that is relevant here.

PRICE TABLES

Exhibit "B"

Labor

Please provide the hourly rate for the listed labor positions. If unavailable, select the 'No Bid' option.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Project Manager	per hour	\$115.00	
2	Engineer I	per hour		✓
3	Engineer II	per hour		✓
4	Engineer III	per hour	\$125.00	
5	Programmer	per hour	\$135.00	
6	Tech Labor	per hour	\$99.00	
7	CAD	per hour	\$99.00	
8	Installer	per hour		✓
9	Helper	per hour		✓
10	Emergency Work Rate	per hour	\$149.00	

Materials

Line Item	Description	Unit of Measure	Percentage off M...
1	Materials	%	\$18.00

Exhibit "C"

CONTRACTUAL INSURANCE REQUIREMENTS

The information contained herein is to describe the contractual requirements that City of Winter Park has indicated to myCOI. These contractual requirements should NOT be used to provide inaccurate information regarding current insurance policies. Questions regarding interpretation of this document can be directed to our support team at 317-759-9426.

INSURED	CARRIER REQUIREMENTS
---------	----------------------

POLICY LINE		POLICY LIMITS	
GENERAL LIABILITY	<input type="checkbox"/>	CLAIMS MADE	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
			MED EXP (Any one person) \$
			PERSONAL & ADV INJURY \$ 1,000,000
			GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS - COMP/OP AGG \$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOCATION \$
AUTO LIABILITY	<input checked="" type="checkbox"/>	ANY AUTO	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$
UMBRELLA /EXCESS LIABILITY	<input type="checkbox"/>	OCCUR	EACH OCCURRENCE \$
	<input type="checkbox"/>	Claims Made	AGGREGATE \$
WORKERS COMP /EMPLOYEE LIABILITY	<input checked="" type="checkbox"/>		WC STATUTORY LIMITS OTHER \$
			E.L. EACH ACCIDENT \$ 500,000
			E.L. DISEASE - EA EMPLOYEE \$ 500,000
			E.L. DISEASE - POLICY LIMIT \$ 500,000
Property	<input type="checkbox"/>	Property Causes of Loss	Deductibles Building \$
	<input type="checkbox"/>	Basic	Building Personal Property \$
	<input type="checkbox"/>	Broad	Contents Business Income \$
	<input type="checkbox"/>	Special	Extra Expense \$
	<input type="checkbox"/>	Earthquake	Rental Value \$
	<input type="checkbox"/>	Wind	Blanket Building \$
	<input type="checkbox"/>	Flood	Blanket Pers Prop \$
			Blanket BLDG & PP \$
			\$
			\$
Boiler and Machine	<input type="checkbox"/>	Boiler & Machinery /Equipment Break Down	\$
			\$
Professional Liability	Professional Liability coverage		

Certification Holder

The City of Winter Park C/O: myCOI 1075 Broad Ripple Ave, Suite 313 Indianapolis, IN 46220

ADDITIONAL REQUIREMENTS

Division Name: Procurement Vendors.
- 30 Days Notice of Cancellation Required.

General Liability

- Must provide a physical copy of the Additional Insured Endorsement for Ongoing and Completed Operations (CG 2010 0413 and CG 2037 0413 or their equivalent) in addition to the certificate of insurance.
- Umbrella or Excess Liability may be used to meet policy limits.
- Medical Expense is required in the amount of \$2,000.
- Waiver of Subrogation applies in favor of: The City of Winter Park
- Please confirm on the certificate or by uploading endorsement(s) that Additional Insured applies to this policy.
- Additional Insured Names: The City of Winter Park,
- Additional Insured applies to General Liability.
- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.

- Please confirm on the certificate or by uploading endorsement(s) that Primary & Non-Contributory applies to this policy.

Automobile Liability

- The following will be accepted in lieu of the Any Auto requirement:

--All Owned, Hired & Non-Owned Autos

--Scheduled, Hired & Non-Owned Autos

- Umbrella or Excess Liability may be used to meet policy limits.

- Split limits will be accepted in lieu of combined single limit requirement.

- Waiver of Subrogation applies in favor of: The City of Winter Park

- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.

Workers Compensation

- Waiver of Subrogation applies in favor of: The City of Winter Park

- Please confirm on the certificate or by uploading endorsement(s) that Waiver of Subrogation applies to this policy.

Professional Liability

- Cyber Liability required: \$5,000,000

Attachment "A"

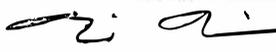
AFFIDAVIT OF NO COERCION

Before me, the undersigned authority, personally appeared Michael Fraioli,
whom after being duly sworn, deposes and states: (Print Affiant Name)

1. My name is Michael Fraioli and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with BCI Integrated Solutions, a non-governmental entity, and I am authorized to provide this affidavit on its behalf.
3. The nongovernmental entity, BCI Integrated Solutions, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Further Affiant sayeth naught.

Company: BCI Integrated Solutions

Authorized Signature:  **Date:** 8/26/2025

Printed Name: Michael Fraioli **Title:** VP of Sales

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence, digital notarization, or on-line notarization this 26th day of August, 2025, by Michael Fraioli as VP of Sales on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Affix Notary Stamp or Seal)





Notary Public Signature

Print, Type or Stamp Name of Notary

My commission expires: 3/30/2029

Attachment "B"

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared Michael Fraioli,
whom after being duly sworn, deposes and states: (Print Affiant Name)

1. Affiant is the (Title) Vice President of Sales of (Business Name) BCI Integrated Solutions, which does business in the State of Florida, hereinafter called the "Vendor".
2. The Vendor, pursuant to Section 287.138, Florida Statutes, certifies that:
 - i. It is not owned by the government of a foreign country of concern;
 - ii. The government of a foreign country of concern does not have a controlling interest in the entity, as defined by Section 287.138(1)(a), Florida Statutes;
 - iii. The entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
 - iv. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.
3. The Vendor in accordance with Section 287.138, Florida Statutes, executes this affidavit for the purposes of preventing the City from entering contracts with foreign entities of concern which would provide the entity access to an individual's personal identifying information.

[SIGNATURE PAGE TO FOLLOW]

Further Affiant sayeth naught.

Company: BCI Integrated Solutions

Authorized Signature: *Michael Fraioli* **Date:** 26th

Printed Name: Michael Fraioli **Title:** VP of Sales

STATE OF Florida

COUNTY OF Hillsborough County

The foregoing instrument was acknowledged before me by means of physical presence, digital notarization, or on-line notarization this 26th day of August 2025, by Michael Fraioli as VP of Sales on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Affix Notary Stamp or Seal)



Lisa Thorpe

Digitally signed
by Lisa Thorpe
Date: 2025.08.26
10:27:21 -04'00'

Lisa Thorpe

Notary Public Signature

Lisa Thorpe

Print, Type or Stamp Name of Notary

My commission expires: 3/30/2029

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CUSTOMER QUOTATION NO. 39909

Attn: Ken Rush

Company: City of Pinellas Park

Address: 5141 78th Ave North, Pinellas Park, FL,33781

Date:	12/02/2025
Site Name:	Park Station City Hall Conversion
Site Address:	5851 Park Boulevard Pinellas Park, FL 33781
Salesperson:	Michael Fraioli
Valid For:	30 days

Council Chambers AV System

Chambers AV A/V Installation

Audio Video Systems

BCI Integrated Solutions will provide all necessary submittals, shop drawings, equipment, installation, programming, trim out, testing, and certification as required to provide a professional audio visual system based on the onsite meeting, review of existing system and Permit Documents Dated 05/02/2025. System is based on a design build and includes all components and installation as detailed below.

Audio Video Systems Included but not limited to:

- NDI Video Distribution and editing System
- Digital Audio Processing and Distribution
- AV Network Infrastructure
- Speaker Systems
- Microphone Systems
- Council Chamber Large format Displays
- Completely outfitted Control room, with Video and Audio Capability.
- Reusing existing Link Close Captioning, Cable Cast, Tight Rope, and Clerk Recording, Installed by BCI

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Exclusions:

- Owner furnished PC's will be installed by BCI, network configuration and testing to be provided with the assistance of the owner's IT team.
- OFE Cable Boxes by others, installed by BCI
- Any applicable tariffs, taxes, or surcharges introduced after proposal submission
- IT network configuration or data switching outside AV scope
- A/C power, electrical outlets, conduits, cable trays, junction boxes, penetrations, or core drilling (to be provided by others)
- Structural supports for equipment not affixed to standard architectural surfaces

Item	Manufacturer	Quantity	Total
LG 65" 4K UHD TV Signage		2.00	\$1,776.12
Strong&,ç Mount Fixed - 37-70" Displays		2.00	\$610.08
Multi-Station 3-Bay Producer (Sterling Modular) *** Make sure to order optional Speaker Platforms***		1.00	\$3,080.74
Mount-It! Triple Monitor Desk Mount for 24 to 32" Displays		1.00	\$121.35
Capture 0E-32LEDMON2 32" Full HD Pro-Grade Color Monitor, 24/7/365 Operating Capability		3.00	\$1,788.39
Vizrt TriCaster TC1 & Flex Bundle Promo		1.00	\$19,966.18
S/M, 305PMKII	JBL	2.00	\$277.16
10.1 in. Tabletop Touch Screen, Black Smooth	Crestron	2.00	\$5,359.52
4-Series™ Control System	Crestron	1.00	\$1,854.83
WattBoxÂ® Online Double Conversion UPS - 2000VA		2.00	\$2,863.18
LG 86" UR340C Series UHD Commercial TV with management software, scheduler and certified Crestron Connected®		5.00	\$10,590.30

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Strong® Carbon Series Large Dual Arm Articulating Mount 49"-90" Displays	5.00	\$3,230.75
Barco/R9861633USB2 ClickShare Bar CB Pro US With 2 Buttons - Black	1.00	\$3,054.50
48Gbps HDMI scaling distribution amplifier with one input, dual outputs	2.00	\$555.96
N60 4Kp60 HDMI/USB to NDI Encoder/Decoder N60 4K HDMI to NDI/SRT Bi-Directional Converter	7.00	\$4,586.26
VZ-3neo.UHD Native 4K UHD (30fps) Visualizer 12x Zoom (6x optical) 1080p Streaming and recording Unique design concept Visualizer VZ-3neo.UHD - Version A (with base plate)	1.00	\$3,704.21
Birddog - BDx5UCOMBOW (3) X5 Cameras and PTZ Controller	1.00	\$7,367.70
Birddog - BDx5UW PTZ Camera in White	2.00	\$4,911.80
Birddog - BD4KHDMI HDMI to NDI Converter	11.00	\$8,559.98
Birddog - BD4KHDMI NDI to HDMI Converter	9.00	\$7,003.62
Birddog - BDCENTRALPRO2.0 Control Software	1.00	\$245.18
Sony UBP-X800M2 4K Ultra HD Blu-ray™ Player	1.00	\$270.59
Netgear GSM4248P M4250-40G8F-PoE+ AV Line 40x1G PoE+ 480W and 8xSFP Managed Switch	1.00	\$1,967.99

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Dante AVIO 2 Ch Output Adapter / ADP-DAO-AU-0X2		1.00	\$163.18
LEA Dante Connect Series 704D Power Amplifier 4-Channel x 700W		1.00	\$3,427.60
Standard Coverage Series – Control 416C/T – Two-way 6.5" Coaxial, 50W, 120° Coverage, Ceiling Loudspeaker	JBL	11.00	\$1,668.70
Dual Wireless Vocal System with SM58	Shure	2.00	\$2,491.16
Dual Combo System with (2) SLXD1 Bodypacks and SLXD4D Receiver	Shure	2.00	\$2,294.36
TCC M-F-B	Liberty	1.00	\$3,361.18
32x32 Audio Matrix Processor. 12x12 local analog I/O, up to 128x128 audio networking, 96kHz FPGA core with ultra-low latency, compatible with IP1, IP6, IP8 remote controllers, 1U	Allen & Health	1.00	\$1,639.18
SQ Dante 32—32 Dante Card for SQ & AHM	Allen & Health	1.00	\$655.18
64 X 64 Dante card 48kHz / Requires DL-ADAPT-A for dLive and Avantis use	Allen & Health	1.00	\$1,639.18
Qu-6D 32 Channel Digital Mixer with 16x16 Dante	Allen & Health	1.00	\$2,951.99
EA) QU-6 and QU-6D Dust Cover	Allen & Health	1.00	\$81.99
Stationary RF Transmitter (72 MHz) (Dante)	Listen Technologies	1.00	\$989.74
Intelligent DSP RF Receiver (72 MHz)	Listen Technologies	10.00	\$2,468.20
Universal Stereo Headphones	Listen Technologies	10.00	\$295.70

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Intelligent Ear Phone/Neck Loop Lanyard	Listen Technologies	3.00	\$204.18
Intelligent 12-Unit Charging Tray	Listen Technologies	1.00	\$382.12
OFE PC		1.00	\$0.00
OFE Clerk Recorder		1.00	\$0.00
OFE Cable Caster		1.00	\$0.00
OFE LINK CC Closed Captioning		1.00	\$0.00
OFE Tight Rope		1.00	\$0.00
Dsan Limitimer PRO-2000		1.00	\$1,927.00
Televic 71.98.0322 D-Cerno AE Digital control unit with integrated recording capability - 4 digital RJ 45 ports - Branch or loop connection (redundancy) - LAN connection for web server, camera control protocol or AES67 communication - 2 x USB-C for audio connection with UC or multi-channel recording - 2 x XLR OUT, 2 x XLR IN - 3,5mm line in and out - Plug and Play - Eco Power Safe mode - Power connector with locking - External power supply included		1.00	\$1,845.00
71.98.1501 D-Cerno D SL + D-MIC 40 SL 3-Pack		4.00	\$5,854.80

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<p>Package Includes:</p> <ul style="list-style-type: none"> - 3x D-Cerno D SL Digital Delegate Discussion unit with removable microphone - Microphone connector - Microphone button and volume control button - Built-in loudspeaker - Headphone connector - 3x 2 meters cable - 3x D-MIC 40 SL <p>GSM immune gooseneck microphone of 40 cm with screwlock. Bi-color led ring indication (red / green). Windscreen included.</p>			
<p>71.98.0307 D-Cerno C SL Digital Chairman Discussion unit with removable microphone (30, 40, 50 or 70 cm)</p> <ul style="list-style-type: none"> - Microphone connector - Microphone button, priority, next-in-line and volume control button - Built-in loudspeaker - Headphone connector - Cable of 2 meters included <p>D-MIC type microphone to be ordered separately.</p>		1.00	\$336.20
<p>1-Year Service Level Agreement.</p> <ul style="list-style-type: none"> -Unlimited Remote Phone/Email Support -Unrestricted Teamviewer Support -Advanced Replacements on Core Products -Support can be provided to integrators, or directly to end users <p>For support, please contact support@televic.us</p>		1.00	\$1,171.78
<p>Strong® Signature Series Premium Enclosure - 30" Depth 42U</p>		1.00	\$3,245.55
<p>1000' CAT6 CMR Unshielded Twisted Pair Plenum Cable, Gray</p>	West Penn	7.00	\$2,250.08
<p>Lift one week</p>		1.00	\$1,080.00

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Miscellaneous		1.00	\$8,909.00
Freight		1.00	\$10,410.56
CAD Drawings		40.00	\$3,960.00
Commissioning Fee		1.00	\$14,307.50
Engineered Systems Technician Labor		800.00 hrs	\$79,200.00
PROGRAMMING AV - BCI		140.00 hrs	\$18,900.00
BCI - Project Manager (Electrical)		140.00 hrs	\$16,100.00
BCI ENGINEERING LABOR		100.00 hrs	\$12,500.00
Sub-Total ex Tax			\$300,457.50
Tax			\$0.00
Total inc Tax			\$300,457.50

Lighting, Quote

Optional - Custom LED Lighting

This lighting system is based on the permit documents dated 05/02/2025. Pricing is being provided as an option and not included in the total project cost. This is an option as the lighting appears to already be included in the construction budget with the electrical contractor. If that assumption is incorrect or would like to be moved to BCI's scope of work the following system is recommended for production lighting needed for on camera viewing.

BCI will install fixtures but electrical contractor will be responsible for cabling and power.

Item	Manufacturer	Quantity	Total
QUAN PART # AND DESCRIPTION 2 GUS 51 LED FRESNEL DMX 120 5600K W/BARNDORS, GELFRAME 2 CUSTOM COLOR UPCHARGE for GUS 51		1.00	\$24,457.44

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4 MSLED 40 S-C-DMX-5600K-120 4 MSLED 40 45HC WIDE HONEYCOMB FILTER 4 CUSTOM COLOR UPCHARGE for 1SLED & MSLED 40 Fixtures (White) 6 MX 222 CANISTER DMX 120 6 DOWN ROD SUSPENSION KIT			
Misc. Materials		1.00	\$1,200.00
Freight		1.00	\$600.56
Engineered Systems Technician Labor		54.00 hrs	\$8,640.00
PROGRAMMING AV - BCI		20.00 hrs	\$5,000.00
Sub-Total ex Tax			\$39,898.00
Tax			\$0.00
Total inc Tax			\$39,898.00
Sub-Total ex Tax			\$300,457.50
Tax			\$0.00
Total inc Tax			\$300,457.50

To add this project to our schedule, please return an executed copy of this quotation to the salesperson listed above.

Name: _____ **Signature:** _____ **Date:** _____

**CUSTOMER AGREES TO THE TERMS AND CONDITIONS BELOW:
MIDWEST ALARM COMPANY, INC.
DBA BCI INTEGRATED SOLUTIONS**

Toll Free: (877) 616-2538

Email: sales@bcifl.net

1. GENERAL. The sale of the materials, services and equipment depicted on the Purchase Order to which this document makes reference are sold by Midwest Alarm Company, Inc. Dba BCI Integrated Solutions (hereinafter referred to as MAC/BCI) upon the following terms and conditions of sale. Such terms and conditions are made an integral part of the sales transaction with the customer ("Customer") in the same manner as if they were fully set forth in the Purchase Order. This document, together with the applicable Purchase Order of MAC/BCI, shall constitute the complete sales contract between MAC/BCI and Customer. Any attempt to change Such contract by oral representations or agreements, course of dealing, documentation or amendments to the Purchase Order are hereby rendered void and of no legal effect. Customer acknowledges that this document was received in advance of its purchase order.

2. Credit Approval Acceptance. All purchase orders are subject to credit approval and acceptance by MAC/BCI.

3. Cancellations & Postponements. Purchase orders which have been Accepted by Customer and MAC/BCI may be canceled by the Customer by written notice dated no later than ten (10) days following the date of such Acceptance, without the consent of MAC/BCI. Thereafter, such cancellation will not be allowed except by MAC/BCI's written consent.

4. Prices & Terms. Prices quoted are binding on MAC/BCI for thirty (30) days from date of quotation; thereafter they are subject to change.

5. Taxes. Prices quoted exclude sales, use, excise or other taxes. Any such taxes required to be imposed by local, state or federal taxing authorities shall be added to all quoted prices in all cases except where Customer provides an appropriate tax exemption certificate. Customer shall be ultimately responsible for payment of all applicable taxes, irrespective of whether same are included in MAC/BCI invoice or not.

6. Terms of Payment/Security. All invoices are payable to **MAC/BCI at 9501 Princess Palm Ave., Tampa Florida 33619**, within thirty (30) days from the date of the invoice, unless otherwise specified on the face hereof. Amounts not timely paid shall accrue interest at the lesser of eighteen percent (18%) per annum. If, in the reasonable opinion of MAC/BCI, performance of the payment terms by the Customer becomes insecure, MAC/BCI may demand accelerated payment or withhold shipment of the goods ordered until full payment is made, or demand reasonable security prior to shipment. Customer grants to MAC/BCI as security interest in all products sold hereunder, which shall remain in effect until the full purchase price for such products is paid. For such purpose, this document may be filed as a financing statement.

7. Delivery & Acceptance. Customer agrees to pay all shipping charges.

8. Return For Credit Unused Merchandise. At its option MAC/BCI will accept returns for credit of only unused product in original packages and in condition that could be sold as new providing the item was purchased no more than 30 days prior to the date of the return. A twenty-five (25) percent restocking charge will apply on return of material purchased no more than 30 days prior. Material shipped COD which is returned as "Refused" by the Customer will be subject to a twenty-five (25) percent restocking charge. Special order items are not refundable.

9. Warranty & Limitations of Liability.

Products. MAC/BCI warrants its installations to be free of defects in workmanship when used under normal use and service and in the manner specified by MAC/BCI for a period of one year from date of shipment to the Customer (termed the "Warranty Period"). Any claims for defective products hereunder shall be made in writing reasonably promptly upon delivery, but in any event within the Warranty Period. MAC/BCI honors the factory warranty of all products it sells.

Notice. Customer shall give prompt notice to MAC/BCI of defects, which it claims are covered by the warranty. Limitations & Exclusions. Expendable items, such as fuses, batteries and the like, are excluded from coverage under this warranty. Further, MAC/BCI shall not be responsible for remedying defects caused by use of expendable items, replace parts, repairs, alterations, modifications or changes made by non-MAC/BCI or non-MAC/BCI authorized personnel. MAC/BCI shall not be responsible for damage or defects caused by shipment, improper storage, handling, installation, operation or maintenance. MAC/BCI's determination as to the cause of a claimed defect shall be conclusive.

Remedy. Customer's sole and exclusive remedy under this warranty shall be the repair or the replacement of the affected product(s), or refund of the purchase price of such product(s), at the sole option of MAC/BCI. After concluding the claim, MAC/BCI shall be entitled to the return of the defective product. MAC/BCI disclaims all other warranties, whether expressed or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular use. Customer acknowledges that no representative of MAC/BCI has authority to alter or broaden the terms of the warranty, orally or otherwise.

10. Limited Software Warranty. All computer software sold by MAC/BCI shall be covered solely by written warranties, if any, set forth in the license agreement governing the use of the software. This is true whether such software is sold separately, or as part of a system or in conjunction with machinery or equipment.

11. Indemnity. As partial consideration for the products sold and services rendered pursuant to this transaction, Customer hereby agrees to indemnify and hold harmless MAC/BCI, its officers, directors, employees, and related companies or entities, of and from all claims, actions or causes of action arising out of the sale, installation, maintenance, monitoring or servicing of the subject products, save and except for breach of contract or warranty, which shall be governed by the express terms contained in this agreement. All other claims, including those sounding in tort, and including, without limitation, negligence, wrongful death and products liability, shall be covered by this indemnity provision. It is the intent of the parties that this paragraph be given the broadest possible construction and legal effect.

12. Force Majeure. MAC/BCI is absolved of any liability for losses, delays or non-delivery of products, or other failure to perform hereunder, resulting partially or totally from causes beyond its control. Such causes shall include strikes, labor disputes, unavailability of materials or transportation, acts of God, war, riot, natural disasters, or acts of Customer or its agent(s).

13. Notice. All notices required or permitted to be given hereunder shall be in writing, and may be delivered by personal or courier receipted delivery, facsimile transmission, or certified with, return receipt requested. Delivery shall be complete on the date of receipt by the addressee at the address shown on the front of this order acknowledgment.

14. Governing Law. This agreement shall be governed by South Dakota law. This agreement is performable in the City of Sioux Falls, Minnehaha County, South Dakota and venue of any judicial proceeding pertaining to this agreement shall be in such county.