



CITY OF AVON PARK, FLORIDA
SALE OF THE BRICKELL BUILDING FOR BENEFICIAL RENOVATION
2 - 12 EAST MAIN STREET, AVON PARK, FL 33825
RFP 21 - 05

Pursuant to Section 163.380(3)(a), Florida Statutes, notice is hereby given of the intention of the City of Avon Park to dispose of vacant real property located within the Main Street Community Redevelopment Agency (CRA), in the corporate limits of the City, more particularly located at 2 - 12 East Main Street, Avon Park, Florida, to a private developer or any other interested person for redevelopment.

Per Section 163.380(1), Florida Statutes, the disposition and development of the properties shall be subject to such restrictions, covenants, conditions, and obligations, including covenants running with the land, necessary and appropriate to prevent slum or blighted areas and to carry out the purposes of the Community Redevelopment Act, Chapter 163, Part III, Florida Statutes (the "Act"), and the Avon Park CRA Main Street Master Plan (the "Plan"). In addition, the proposer/developer and their successors and assignees shall be obligated to devote such real property only to the uses specified in the plan and may be obligated to comply with such other requirements as the City may determine to be in the public interest, including the obligation to begin improvements on such real property within a reasonable time. Per section 163.380(2), Florida Statutes, the City may require a performance bond to ensure improvements are completed as agreed and provide in any instrument of conveyance that the proposer/developer is without power to sell or otherwise transfer the real property without the prior, written consent of the City until the proposer/developer has completed the construction of the improvements which they are obligated to construct thereon.

Any interested party may obtain the Request for Proposal through the City of Avon Park Website at the following link: <http://www.avonpark.cc/services/bids.php>. Any questions regarding the bid document and/or the bidding process should be submitted to mschrader@avonpark.city. It shall be the bidders' responsibility to check <http://www.avonpark.cc/services/bids.php> for any amendments/changes made to the document and/or any addendums posted.

Proposal envelopes must be sealed and marked with the RFP number and name as to identify the enclosed documents. Packets must be delivered to the **City of Avon Park, Attention: Mark Schrader, City Manager, 110 E. Main Street, Avon Park, Florida 33825**, no later than **Friday, August 27, 2021 at 3:00 p.m.**, of the official time clock in the Utility Billing office, at which time they will be opened. Packets received later than the date and time specified, will be rejected. The City will not be responsible for the late delivery of any packets that are incorrectly addressed, delivered in person, by mail, or by any other type of delivery service.

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SCOPE OF OPPORTUNITY

The City is seeking proposals from qualified and experienced real estate developers interested in undertaking the development of the site located at 2 - 12 East Main Street, located within the Main Street CRA District. The purpose of this solicitation is to continue implementation of the Community Redevelopment Plan by providing for the conveyance of the property owned by the City to the developer selected for redevelopment to remove conditions of slum and blight, increase the tax base, enhance the quality of life, improve the aesthetics and useful enjoyment of the redevelopment area, and the City. The City's vision is selling the property to a developer who will revitalize the property, while preserving its historical nature. Due to the importance of this particular downtown development site, it is the intention of the City to consider certain development "incentives" to assist in making the project feasible which might include, but not be limited to, conveyance of the property at no cost, the payment of certain impact fees, housing incentives, tax increment rebates, etc. If, the developer wishes to request incentives, they must outline their request as part of their proposal.

This property is located at 2 - 12 East Main Street and is a two (2) story building, known as the Brickell Building, which was erected in 1921, totaling approximately 25,452 square feet. The property has a prime location in the Historic District of Downtown Avon Park, and is original to the creation of the downtown, as it is one of the buildings listed on the National Register of Historic Places, under the Avon Park Historic District. The building was designed by Avon Park's leading architect, William J. Heim, and completed in 1921. The Brickell building is unusual in its design, featuring a broken swan's neck pediment and polychromatic exterior brick work. The property is situated on a corner parcel with high visibility from both pedestrian and vehicular traffic.

A new roof was installed in 2017, and the interior (both floors) has been gutted.

The property also offers parking spaces in the rear of the building, which the selected developer will be able to lease from the City for the sum of one-dollar, per parking space, per year, up to 17 parking spaces, and/or 1.7 parking spaces per unit, for a 99 year-term, and cannot be subleased to any other person or entity, or any other building regardless of owner.

The building must have received a certificate of occupancy ("CO") within three (3) years, with a penalty of \$50,000 per annum (prorated), after the three (3) years. And the building will not be eligible for CRA façade grant funds until it has received a CO and is occupiable.

The property has recently been re-zoned to Planned Unit Development (PUD), to allow up to 10 multi-family residential units on the second floor, and commercial uses on the first and second floor.

The purpose of the property's redevelopment is to promote revitalization and to serve as a catalyst for the continued progression of the City's downtown. The City's preference is for a future use to include multi-family housing, retail shops, lunch/dinner eateries, bakery, coffee shop, sports bar, brewery or tap room, etc., with the overall goal of creating a destination for the community and surrounding areas to live, work, shop, play, and to increase foot traffic in the downtown area.

The building must be maintained in accordance with the Minimum Maintenance Ordinance No. 08-02, established by the Avon Park CRA Board. These guidelines have been adopted by City Council and are supported by the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

Preference will be given to proposers willing to contractually agree to maintain the historic exterior of the building, as is.

PROPOSAL CRITERIA

1. COVER LETTER/LETTER OF INTEREST

Cover Letter/Letter of Interest including reference to this solicitation. (2 pages maximum)

SECTION A

1. Narrative and Vision Statement

Detail the respondents' vision for the project and site, including how the envisioned project will revitalize the property, achieve the goals and objectives of the City, and enhance the Main Street CRA District.

SECTION B

1. Development Concept

- a. Present in both narrative and visual form the extent of the development proposal for the Site. Drawings should be detailed enough to reflect the scope of the proposed development.

Narrative elements to be addressed include:

- i. Description of the development concept planned for the property
- ii. Description of how the proposed concept for the property achieves the goals and objectives of the City
- iii. List of intended businesses for the property
 - 1) Include the days and times each business will be open for operation
 - 2) Include contact information for the intended business, if not the respondent
- iv. Economic impact the project will have on the City and Main Street CRA district
- v. Visual impact project will have on the aesthetic of the City and Main Street CRA district
- vi. Provide a detailed list of the interior and exterior renovations for the building
- vii. Proposed architectural style and material types
- viii. Highlight use of any creative and innovative design solutions
- ix. Detail desired ownership transfer terms for the property from the City to the respondent

SECTION C

1. Develop Experience and Qualifications

- a. Developer information
- b. Legal name and principal office address
- c. Telephone number and e-mail address(es)
- d. Name of agent representing firm and able to negotiate with the City
- e. Project team
 - i. Names and qualifications of all team members, legal counsel, architect, financial institution, contractor (if applicable)

- ii. A statement of the relationship between the developer and any parent company or subsidiaries that might be involved in the development
- f. Experience/Qualifications
- g. List of prior development experience including a short summary of relevant project(s), to include a listing of total projects/units developed within the last ten (10) years
- h. Successful experience with renovation projects similar to the one proposed will be strongly considered. Before and after pictures for any renovation projects will be very helpful.

SECTION D

1. Legal and Financial Feasibility

- a. Financial institution reference contact(s)' names and contact information
- b. Preliminary financial plan to include:
 - i. Construction Budget detailing total project cost and proposed source(s) of funding
 - ii. Demonstration of developer's financial capacity to develop the site
 - iii. A brief description of the operating plan, including price points of proposed lease/rental rates
 - iv. Any incentives desired to improve project feasibility

SECTION E

1. Proposed Project Timeline

- a. Design
- b. Review and Permitting
- c. Construction

SECTION F

1. Forms (included in the packet)

- a. Non-Collusion Affidavit of Prime Proposer Submittal Page
- b. Drug-Free Workplace Submittal Page
- c. Insurance Submittal Page
- d. Indemnification
- e. Public Entities Crime Statement
- f. Site Visit Verification Form
 - i. **All proposers are required to schedule a site visit of the property through the City Manager's office.**

2. Additional Forms (to be provided)

- a. Firm's W-9
- b. Insurance certificates
- c. MBE/WBE certificate (if applicable)
 - i. Proof of certification must be provided with proposal packet to receive points for this certification as part of the evaluation process

RFP RESPONSE SUBMITTALS

FORMS AND NUMBER OF COPIES

Respondents shall submit one (1) signed original and four (4) complete copies of the package. One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted.

All submissions shall be sealed and delivered to:

City of Avon Park
Attention: Mark Schrader, City Manager
110 E. Main Street
Avon Park, FL 33825

DEADLINE FOR SUBMITTAL

All proposals shall be submitted to the City Manager no later than August 27, 2021 at 3:00 PM

All submissions must be submitted no later than the official RFP due date and time, or as amended by addenda to the RFP. Any proposals received after the designated time and date will be returned unopened.

SITE VISIT

All proposers are required to conduct a site visit of the property prior to submitting their proposal packets. Site visits can be scheduled through the City Manager's Office at 863-452-4400 (Prompt 5). Proposals from respondents who did not visit the site will be rejected.

OPENING

Proposals are due on or before Friday, August 27, 2021 at 3:00 PM at which time all proposals will be publicly opened in the City Hall, basement conference room, located at 110 E. Main Street, Avon Park, FL 33825.

EVALUATION OF SUBMISSIONS

EVALUATION CRITERIA

The evaluation criteria in the selection of respondents will include, but not be limited to the following:

- 1. Overall development concept for the property, and the extent to which it is consistent with the goals, and objectives of the City
- 2. Qualifications and experience of the responded and key members of the development team
- 3. Financial capacity of the respondent to redevelop the property

EVALUATION METHOD

The City Council shall be the sole judge of the best interests of the City, the submission and the resulting negotiated agreement. The following evaluation criteria will be used *solely as a guide to the final selection, and no score is binding on the decision of the Council*:

Evaluation	Score 1-5	Weighted Score
Narrative & Vision Statement		X5/
Development Concept		X35/
Developer Experience & Qualifications		X25/
Legal & Financial Feasibility		X20/
Proposed Project Timeline		X10/
MBE/WBE Certification		X5/
Total Points Possible = 500 (ranking 0-5 multiplied by weight)		

SELECTION PROCESS

The Evaluation/Selection Committee will be comprised of the City Council, who will be responsible for evaluating and ranking the proposals submitted by all of the firms regarding this proposal in accordance with the criteria contained in this RFP and applicable City code provisions, to the extent not otherwise prohibited by law. The Selection Committee will evaluate the proposals and may require some or all of the Proposers to provide additional information in the form of an interview/presentation. The purpose of the point scoring is solely for guiding the Committee through complex information to making a decision based on both subjective and objective review in the best interest of the City. The final decision of the Council may or may not be based on any portion of the point scoring. The City Council reserves the right to reject any and all responses, or portions thereof, received as a result of this request, as may be deemed to be in the best interest of City. The City further retains the right to waive any irregularities of any submission.

Proposals must be clear, concise, and specific. To facilitate effective evaluation by the City, proposals shall be **limited to 50 pages**, excluding sectional dividers, front and back covers. Proposals which exceed this Length will be considered non-responsive and will not be evaluated. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.

ANTICIPATED TIMELINE

Proposals due: No later than **August 27, 2021 at 3:00 PM**

Evaluation and ranking of proposals: **TBD**

Interviews if necessary: **TBD**

Award: **TBD**

GENERAL TERMS AND CONDITIONS

All responses shall become the property of the City of Avon Park. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

COMPLIANCE WITH APPLICABLE LAWS

The submitting company will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

The City of Avon Park in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Certified Minority and Woman Business Enterprises (M/WBE) will be afforded full opportunity to submit proposals in response to this invitation, will receive bid points, and no Respondent will be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Respondent acknowledges that City is a drug-free workplace. Respondent covenants that all employees of the Respondent working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Respondent will adhere to the provisions of Florida Statute 287.087.

The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Respondent represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended, or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The respondent is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Respondent is required to 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 Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The respondent must 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 must meet all requirements for retaining public records and transfer, at no cost,

to the City all public records in possession of the respondent upon termination of the contract 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 the City in a format that is compatible with the information technology systems of the City.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-452-4400, 110 E. Main Street, Avon Park, FL 33825 or cityclerk@avonpark.city

Successful proposer shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

1. ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Respondent of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Respondent shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.
2. ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on <http://www.avonpark.cc/services/bids.php>. It shall be the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.
3. ASSIGNMENT: Awarded Respondent shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.
4. BONDING: Not applicable to this solicitation.
5. CHANGE ORDERS: The signed contract serves to define the terms and conditions for the services, work or project as described in the contract documents. A Change Order shall be considered a written order to the Respondent signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.
6. CONTACT INFORMATION: Mark Schrader, City Manager, mschrader@avonpark.city. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Manager and posted on <http://www.avonpark.cc/services/bids.php>. Any oral or other type of communication concerning this document shall not be binding.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City concerning any aspect of this solicitation, except in writing to the City Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

7. COPYRIGHTS:

- 1) If awarded a contract, the respondent agrees that the work requested herein is "work for hire" and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The respondent further agrees to execute such documents as the City may request to affect such transfer or assignment.
- 2) Further, the Respondent agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the respondent's remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" section.
- 3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract, they enter into with the respondent for work related to this contract.
- 4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

8. DAMAGE TO PROPERTY: Respondent agrees that all City or third party owned property that is damaged by the Respondent's personnel or equipment shall be repaired or replaced promptly, at Respondent's expense.

9. DEFAULT: In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

10. DEFINITIONS: For the purpose of this Request for Proposal, respondent shall mean contractors, consultants, proposers, organizations, firms, companies, individuals, or other persons submitting a response to this Request for Proposal.

11. DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

12. INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The

parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

1) Comprehensive General Liability (CGL) insurance shall be maintained by the vendor with a Limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.

2) Automobile Liability shall be maintained with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3) Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

4) Evidence of Insurance shall be furnished by the vendor to the City of Avon Park. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Avon Park is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements, they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Avon Park before the commencement of work activities.

13. NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first-class certified-mail return receipt requested.

14. PRE-PROPOSAL SITE VISIT: Respondents are **required** to visit the subject property prior to the submittal deadline. Respondents will need to contact the City Manager's office at (863) 452-4400 (Prompt 5) to schedule access to the property. The attached "Site Visit Certification Form" will be executed by the Respondent and the City representative as verification of the visit. **No proposals will be accepted unless it includes a fully executed Site Visit Certification Form.**

No questions will be answered at the site visit. Questions must be submitted in writing to mschrader@avonpark.city and will be answered and then posted online at <http://www.avonpark.cc/services/bids.php> as an addendum.

15. PREPARATION COSTS: The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly

inserted, then upon application of either party, the contract shall forth with be physically amended to make such insertion or correction.

17. **RESPONSES/BIDS** are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

18. **STATEMENT OF INDEMNIFICATION:** The Respondent/Consultant hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Respondent/Consultant shall ,in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Respondent. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the

Respondent, any subcontractor, or anyone directly or indirectly employed by any of them. The Respondent's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Respondent's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

19. **TIME:** Time is of the essence of this agreement.

20. **PROTEST:** Protest will be conducted in accordance with procedures provided in City Code, or otherwise providing at a minimum, due process of law appropriate int the circumstances.

PROPOSERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE CITY MANAGER DURING THE BID PERIOD AND SHALL BECOME PART OF THE PACKAGE. **ALL QUESTIONS WILL BE ANSWERED UP TO FIVE (5) DAYS PRIOR TO THE SUBMISSION DATE. ALL QUESTIONS SHOULD BE SUBMITTED TO mschrader@avonpark.city. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON <http://www.avonpark.cc/services/bids.php>.** OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.

ADDITIONAL TERMS AND CONDITIONS

1) Information or Clarification

Bidders are urged to promptly review the requirements of all specifications and submit questions to the City Manager at mschrader@avonpark.city for resolutions as early as possible during the bid period. All questions will be answered up to five (5) days prior to the bid opening and posted on the official solicitation website, <http://www.avonpark.cc/services/bids.php>; otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to specification documents shall not be considered after bids are opened.

2) Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

3) Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

4) Copeland "Anti-Kickback" Act

The Respondent must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

5) Public Entity Crimes

Pursuant to § 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

6) Legal Requirements

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

7) Wage Rates/Equal Employment Opportunity

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for the work herein. The Respondent must ensure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the respondent.

8) Employment Eligibility

The Respondent is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure of the Respondent to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the Respondent must immediately terminate their subcontract with the subcontractor. 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.

As a condition precedent to entering into an agreement with the City, and in compliance with Section 448.095, Fla. Stat., Respondent, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Respondent shall require each of its subcontractors to provide Respondent with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Respondent shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the agreement.

b. The City, Respondent, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Respondent otherwise complied, shall promptly notify Respondent and Respondent shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Respondent acknowledges that upon termination of the agreement by the City for a violation of this section by Respondent, Respondent may not be awarded a public contract for at least one (1) year. Respondent further acknowledges that Respondent is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. Subcontracts. Respondent or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Respondent shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

9) Prohibition against contracting with scrutinized companies

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) 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 s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is 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 s. 215.473; or 2. Is engaged in business operations in Cuba or Syria.” The Respondent may be required to sign an affidavit as provided in the exhibits below.

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

(Title)

My Commission Expires: _____

DRUG - FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. 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.
2. 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

INSURANCE

(SUBMITTAL PAGE)

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP#: **21 - 05**. Nothing contained in the page or the Bid Package shall be interpreted as a waiver of sovereign immunity by the City.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The certificate shall acknowledge coverage of the indemnification provision signed by Respondent.
- If any hazardous substances are involved in the work, (i.e., asbestos), Asbestos Remediation Insurance shall be provided.
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

Company Name

Proposer Signature

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen 's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre- loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Nothing contained in the page or the Bid Package shall be interpreted as a waiver of sovereign immunity by the City.

BY: _____

Signature of Owner or Officer

DATE: _____ ATTEST: _____

Corporate Secretary or Witness

Organization Phone Number

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day _____
of 20____, by _____,

(company name)

He/She is personally known to me or has produced _____ as
identification, and did ____ /did not ____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), PURSUANT TO
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individuals name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if Applicable) its Federal Employer Identification Number (FEIN): _____ (If the entire has no FEIN, include the or Social Security Number (SSN) of the individual signing this sworn statement is: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- 1). A predecessor or successor of a person convicted of a public entity crime; or
- 2). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity,

or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

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

[signature]

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

SWORN STATEMENT ON SCRUTINIZED COMPANIES CERTIFICATION

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

This sworn statement is submitted to the City of Avon Park, Florida by _____ (print individual's name and title) for _____ (print name of entity submitting statement) whose business address is _____, and (if applicable) the Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement _____).

I understand that no person or entity shall be awarded or receive a contract for public improvements, procurement of goods or services (including professional services), or a lease, franchise, concession, or management agreement, or shall receive a grant of public monies unless such person or entity complies with Section 287.135, Florida Statutes.

Specifically, Section 287.135, Florida Statutes, states in pertinent part: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) 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 s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is 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 s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."

By signing this sworn statement, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

Signature

STATE OF FLORIDA
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2021, by

who appeared before me in person _____ (check this line if appropriate) or by online notarization _____ (check this line if appropriate) and is personally known to me _____ (check this line if appropriate) OR produced the following type of identification to prove identity

_____.

[Print, type, or stamp commissioned name of Notary Public]

My commission expires: _____

SITE VISIT CERTIFICATION FORM

1. Respondent/Company Name: _____

2. I hereby certify that the site subject to this solicitation located at 2 - 12 East Main Street, Avon Park, FL 33825, was visited by the respondent on the _____ day of _____ 2021, at _____ a.m. or p.m.

Respondent:

Signature: _____

Print Name: _____

Print Title: _____

Certified by City Representative:

Signature: _____

Print Name: _____

Print Title: _____

THIS ORIGINAL SIGNED DOCUMENT MUST BE INCLUDED IN YOUR PROPOSAL