

Mayor
Buddy Dyer



Chief Procurement Officer
David Billingsley, CPSM, C.P.M.

**CITY OF ORLANDO
REQUEST FOR PROPOSALS (RFP)**

DATE OF ISSUE: May 6, 2019

RFP DUE DATE: July 3, 2019

RFP DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

RFP DELIVERY LOCATION: City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

RFP TITLE: SMART CITY MASTER PLAN AND ROADMAP
CONSULTING SERVICES

RFP NO: RFP19-0062
*(RFP NUMBER MUST BE PLACED ON FRONT OF
ENVELOPE / PACKAGE)*

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Karen Elzy, Senior Purchasing Agent
Phone: (407) 246-2368
Email: karen.elzy@cityoforlando.net

BUSINESS NAME & ADDRESS:

CONTACT INFORMATION:

Business Name

Name of Contact Individual

Address

Contact Address

City, State, Zip

Contact City, State, Zip

Telephone Number

Contact Telephone Number

Business Email Address

Contact Email Address

TABLE OF CONTENTS

	Page
REQUEST FOR PROPOSALS ENVELOPE LABEL	5
1.0 REQUEST FOR PROPOSALS INFORMATION	6
2.0 BACKGROUND AND STATISTICAL INFORMATION	8
3.0 TERM OF CONTRACT.....	8
4.0 DESCRIPTION OF PROJECT.....	8
5.0 PROJECT OBJECTIVE	9
6.0 PROPOSAL SCHEDULE.....	11
7.0 SCOPE OF SERVICES	11
8.0 PROPOSAL PREPARATION AND FORMAT	15
9.0 REQUIRED PROPOSAL SUBMITTALS	16
10.0 DELIVERY OF PROPOSALS	19
11.0 CONFORMANCE TO SOLICITATION	20
12.0 EVALUATION CRITERIA	20
13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS	21
14.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS	22
15.0 ADDITIONAL INFORMATION	23
16.0 ADDENDUM TO REQUEST FOR PROPOSALS.....	23
17.0 APPLICABLE LAW AND APPEALS	24
18.0 CONTRACT.....	24
19.0 EXECUTION OF CONTRACT	24
20.0 RIGHT TO AUDIT RECORDS	24
21.0 FISCAL YEAR FUNDING APPROPRIATION	24
22.0 PUBLIC ENTITY CRIMES	25
23.0 PROMPT PAYMENT ACT	25
24.0 INVOICES	25

25.0 DISPUTE RESOLUTION..... 25

26.0 PROPOSER’S GUARANTEE 26

27.0 INSURANCE / PERFORMANCE BONDS 26

28.0 FLORIDA SALES TAX..... 26

29.0 DRUG-FREE WORKPLACE CERTIFICATION..... 26

30.0 AMERICANS WITH DISABILITIES ACT 26

31.0 RECIPROCAL LOCAL PREFERENCE..... 27

32.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES 27

33.0 FOREIGN CORPORATION..... 27

34.0 SUBCONTRACTORS..... 27

35.0 PURCHASING CARD PROGRAM 27

36.0 LIVING WAGE POLICY 28

37.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES 28

38.0 GOVERNING LAW/VENUE..... 29

39.0 RECOVERED MATERIALS..... 29

ATTACHMENTS

ATTACHMENT “A” – PRE-PROPOSAL CONFERENCE FORM..... 30

ATTACHMENT “B” – PROPOSER’S CERTIFICATION 31

ATTACHMENT “C” – CONFLICT OF INTEREST DISCLOSURE FORM..... 32

ATTACHMENT “D” – CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH
SCRUTINIZED COMPANIES 33

ATTACHMENT “E” – CONFIDENTIAL AND/OR PROPRIETARY INFORMATION
EXEMPTION FORM 34

ATTACHMENT “F” – ADDENDUM RECEIPT VERIFICATION 35

ATTACHMENT “G” – REFERENCES 36

ATTACHMENT “H” – MINORITY/WOMEN-OWNED
BUSINESS ENTERPRISE PARTICIPATION 37

ATTACHMENT “I” – VETERAN BUSINESS ENTERPRISE PARTICIPATION 40

ATTACHMENT “J” – WRITTEN QUESTION..... 42

ATTACHMENT “K” – PRICE PROPOSAL 43
ATTACHMENT “L” – CONTRACT 45

EXHIBITS

EXHIBIT “1” – CITY OF ORLANDO WEBSITE LINKS..... 55
EXHIBIT “2” – CITY OF ORLANDO’S APPLICATION TO THE SMART CITIES COUNCIL (SCC) AND
SUBSEQUENT RELATED ROAD MAPPING WORKSHOP 56
EXHIBIT “3” – CITY OF ORLANDO MAYOR’S CABINET BRIEFING –
DECEMBER 2017 57
EXHIBIT “4” – ORLANDO CITY GOVERNMENT XM SOLUTION 58
EXHIBIT “5” – DIGITAL SERVICES STRATEGY..... 59
EXHIBIT “6” – DIGITAL SERVICES WORKSHOP PRESENTATION 60
EXHIBIT “7” – CITY OF ORLANDO POLICY AND PROCEDURE 133.3 REIMBURSABLE
EXPENSES 61

SEALED PROPOSAL ENVELOPE LABEL

Complete the label below with all appropriate information and affix it to the outside of the envelope containing your submittal. This will assist in the proper processing of the submittal and avoid revealing the contents of that envelope until the official solicitation opening time and date.



SEALED PROPOSAL ENCLOSED
(To be opened by Procurement official noted below)

Proposer's Name: _____

Proposer's Address: _____

Proposer's Contact Name: _____

Proposer's Telephone Number:
(____) _____

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: Karen Elzy, Sr. Purchasing Agent
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

Solicitation No.: RFP19-0062

Solicitation Title: SMART CITY MASTER PLAN AND ROADMAP CONSULTING SERVICES

Solicitation Due Date & Time July 3, 2019 2:00 P.M., Local Time, City of Orlando, FL

REQUEST FOR PROPOSALS FOR SMART CITY MASTER PLAN AND ROADMAP CONSULTING SERVICES

1.0 REQUEST FOR PROPOSALS INFORMATION

The Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Proposer to obtain solicitation and current award information prior to and after the scheduled opening date of Request for Proposals. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of Request for Proposals. You may obtain award and other solicitation information in a variety of ways:

1.1 RFP INFORMATION LOCATION:

There are currently two Internet sites available to obtain RFP Selection Committee rankings, Notice of Intended Action for award, and other information:

A. **The City of Orlando Procurement and Contracts Division's Website:**
<http://www.cityoforlando.net/procurement/solicitations/>

If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of bidding opportunities that meet your commodity code selections.

B. **Direct link to eSupplier VendorLink Website:**
<https://vendorlink.cityoforlando.net/common/default.aspx>

You may also access the same solicitation information by visiting the City's eSupplier VendorLink website directly by copying the above link in your web browser.

You may visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

1.2 PRE-PROPOSAL CONFERENCE:

A. Date
A **Non-Mandatory** Pre-Proposal Conference will be held by the Procurement and Contracts Division, at City Hall at One City Commons, 400 South Orange Avenue, 8th Floor, Iron Bridge Conference Room, Orlando, Florida on **May 22, 2019 at 10:00 a.m.**, Local Time, City of Orlando, FL.

B. WebEx Meeting
Interested parties may join the Pre-Proposal Conference via WebEx meeting at the following site: https://cityororlando.webex.com/meet/ironbridge_vc

If participating via the WebEx, participants should email the Purchasing Agent prior to their participation in the WebEx.

- C. Purpose
The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposals. Representatives from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the project and answer questions.
- D. Oral Interpretations and Addenda
All interpretations and clarifications related to the Request for Proposals, or supplemental instructions will be in the form of a written addendum from the Procurement and Contracts Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.
- E. Clarification of Requirements
To facilitate the clarification of requirements, it is strongly recommended that Proposer(s) submit all questions in writing. Please complete the attached "Pre-Proposal Conference Attendance Notification Form", Attachment "A", include questions, Attachment "J", if any, and return via fax to:

Karen Elzy, Senior Purchasing Agent
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2368
Fax: (407) 246-2869
Email: Karen.Elzy@orlando.gov
Website: <http://www.cityoforlando.net/procurement/>

1.3 Proposal Due Date and Time:

- A. Proposal Due Date
Sealed Proposals must be received at the Procurement and Contracts Division, not later than 2:00 p.m., Local Time, City of Orlando, FL, on **July 3, 2019**. Proposals received after this date and time, will not be considered.
- B. Public Opening
Proposals will be publicly opened and announced in the Procurement and Contracts Division on the due date and time as specified herein. The Proposer's name will be publicly announced aloud at the Proposal opening only.
- C. Public Record
Proposals received in response to this Request for Proposals are exempt from disclosure under the provisions of the Public Records Law until an award decision has been made known or until thirty (30) days after the Proposal opening, whichever is earlier.

We appreciate your interest in doing business with the City of Orlando and wish you much success with your business ventures.

2.0 BACKGROUND AND STATISTICAL INFORMATION:

The City of Orlando is a 111.2 square mile area that covers a total of 71,140 acres. It is the largest city in Central Florida. It boasts the largest and busiest airport in the State of Florida and the nearby University of Central Florida has the second largest enrollment in the United States of America. With its central location in the region and the State, Orlando is easily accessible from Interstate 4, Florida Turnpike, East/West Expressway and the Beachline Expressway. It is the center of the world's #1 tourist destination with over 72 million visitors in calendar year 2017. While tourism plays a major role in the region's economy, it is well complemented by mature aerospace and defense related industries. The Orlando Economic partnership has documented a number of facts (<https://www.orlandoedc.com/Why-Orlando/Facts-Rankings/Rankings.aspx>) regarding Orlando's current success and future prospects for greater success.

The Mission of the City of Orlando is to enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner.

3.0 TERM OF CONTRACT:

It is the intent of the City to award a Contract for an initial term of three (3) years with the option to extend the Contract upon mutual agreement of the parties for two (2) additional twelve (12) month periods, or portions thereof, up to a total of five (5) years.

4.0 DESCRIPTION OF PROJECT:

The City of Orlando (City) requests proposals ("Proposals") from interested and qualified Proposers (also known as Consultants) to provide and develop a comprehensive and strategic Smart City Master Plan and Roadmap. The master plan should include the City's mission, vision, goals, and high-level strategies associated with being a Smart City. The roadmap should show how the City can achieve the plan, with project areas, timelines and potential business models. The City desires to enhance its ability to deliver secure and efficient quality services for the residents, visitors and businesses of Orlando through the development and use of secure interconnected information, communication, sensor technology, and Internet of Things (IoT) solutions. The Master Plan and Roadmap will guide the City in obtaining its vision to become a Smart City. At the end of the exercise, the City may use the results to develop its decisions on revisions or amendments to City Policies, Operations Plans, the Land Development Code, and to its Capital Improvements Program.

The City intends to ensure that the Master Plan and Roadmap will be continually updated, on an annual basis, to ensure consistency with the direction of the City's stakeholders and executive leadership. An eventual goal of the City's is to work with other jurisdictions, within Central Florida, to encourage and collaborate on complementary programs and to share successful business cases, for the public and private sectors, on the benefits of "Smart" approaches to development, operations and maintenance of all aspects of life in Central Florida. This solicitation was created as a potential benefit for several City departments and collaborating agencies, such as the Orlando Utilities Commission (OUC) and the Central Florida Regional Transportation Authority d/b/a Lynx in order to collectively move forward with a plan that will produce positive economic, environmental, and social impact for Orlando.

The City is issuing this RFP with the objective of entering into a contract with a Consultant who will guide the City in planning, developing, and implementing a strategy for a Smart City, Internet of Things (IoT) initiatives, and in the development of a roadmap for the implementation thereof.

After development of the Smart City Master Plan and Roadmap, the City also anticipates that the selected Consultant will be asked to provide additional consulting services to assist the City in

updating and implementing the Smart City Master Plan created. Such additional services will be on an as requested basis by the City and are anticipated to include such services as owner's representation work on behalf of the City, to assist the City with the development of various scopes of work, specifications, evaluation criteria, review of Proposals, and oversight of smart city project implementations performed by third parties.

IMPORTANT NOTE: In determining whether to submit a response to this solicitation, Proposers should be aware that, as described above and in more detail in Section 7.4 below, the Consultant selected pursuant to this solicitation may be asked to provide additional consulting services at the hourly rates proposed on Attachment "K" after the development of the Master Plan and Roadmap to assist the City in implementing the plan and roadmap. Such requested services may include acting as the City's representative on future Smart City projects and assisting the City in the preparation and evaluation of future solicitations and contracts to implement the Smart City Master Plan and Roadmap. In accordance with City Code precluding consultants who assist in the preparation of a scope of work, specifications, or evaluation criteria for a competitive solicitation, from responding to such solicitations, and to avoid potential conflicts of interest and the appearance of impropriety, **Proposers are hereby advised that any Contract executed with a Consultant selected pursuant to this solicitation will contain a provision precluding the selected Consultant (and any of its subconsultants assisting in the preparation of the Smart City Master Plan and Roadmap) from entering into contracts with the City to implement activities and projects set forth in the plan for such period of time as the Contract is in effect, but no less than a minimum of three (3) years from the effective date of the Contract.**

5.0 **PROJECT OBJECTIVES:**

- 5.1 The City's objectives for this project include the development of the following:
- A. Smart City vision and mission statements.
 - B. A Smart City Master Plan for the Primary Focus Areas, as defined in Section 7.1, with coverage of each City department and office.
 - C. As part of the plan identify proposed updates to the City's Policies & Procedures, Comprehensive Plan, the Land Development Code, Capital Improvements Program, and the operating & maintenance protocols for various City's departments.
 - D. As part of the Smart City Roadmap, develop a cost projection roadmap for the coordinated implementation of the Smart City Master Plan (for the City's budget preparation).
 - E. A schedule for continual updates and reporting.
- 5.2 Identify and establish best practices as they relate to:
- A. Economic Sustainability: Assist the City in understanding the best funding mechanisms and appropriate business models, feasible ways to generate revenue, and developing better support via existing businesses and attracting new business.
 - B. Environmental Sustainability: Enhance our vision to become a more sustainable city through IoT solutions, including helping to achieve our greenhouse gas (GHG) reduction, 100% renewable energy, and zero waste goals. For more details, please refer to "EXHIBIT 1", Greenworks Orlando, Orlando.

- C. Social Equity & Inclusion: Developing a Smart City infrastructure that serves all citizens equitably.
- 5.3 Identify and establish best practices for using and leveraging existing assets, infrastructure, legacy systems, and to:
- A. Evaluate and prioritize project areas and types based on risk/value assessment and established metrics, e.g. potential for cost savings or cost avoidance as well as their value to the City and the extent to which they simultaneously address the mission of two or more City of Orlando departments, offices, and collaborating with external agencies.
 - B. Identify and assist the City in applying for grants or other sources of funding for Smart City initiatives.
 - C. Host and facilitate stakeholder engagement activities and events that will draw ideas and feedback from internal and external stakeholders, as well as, regional Smart City and IoT technologists and experts. The ideas and feedback from the stakeholders and Smart City community will inform the refining of the Vision and Mission statements and the development and direction of the Master Plan and the Roadmap.
 - D. Develop a comprehensive plan which will be used as the City's "Roadmap" for a long term Smart City implementation strategy—the plan shall be a practical and realistic approach for the City indicating how projects could be financed, identified, prioritized, and implemented. This plan should include the following:
 - 1. A complete and thorough assessment of existing assets and legacy systems being used by the City to inform how to best leverage them for IoT solutions. The Proposer should be knowledgeable in strategies for asset optimization and navigating complex technology structures in connectivity of devices and systems.
 - 2. Effective and proven funding and finance models. A recommendation of funding opportunities to pursue is also desired.
 - 3. Metrics, key performance indicators and milestones for overall strategy as well as for project areas plans for implementation. The plan should identify opportunities for quick wins and solutions that produce rapid returns on investment for the earlier stages of implementation. Project area plans should be framed by parameters and overall objectives that will ensure the compatibility of one project to another to accommodate an agile development process for IoT capability.
 - 4. Recommendations and advice on appropriate open integration architecture and IoT platforms that will allow for the interoperability of varying devices, operating systems, platforms, languages and protocol, and communication pathways. Blueprints for various components and project areas of the Smart City plan that will equip and guide solution providers/suppliers to develop and propose appropriate solutions that can be utilized across multiple City departments and specific to Orlando's needs. Blueprints should be amenable to new innovations, allowing for solutions providers to go from proof of concept, pilot, and to scale.

5. A security framework to ensure safe development of IoT solutions and provides continued assessment of risk moving forward and create transparent policies around privacy and protection of sensitive information and protected data.
 6. Policy recommendations in all Focus Areas for effective Smart City implementation.
- E. Present research findings and an overview of recommendations to City leadership. These presentations should discuss the various strategies developed for the roadmap, priority areas for project implementation, and a detailed look at specific recommended project areas and types with costs projections.

6.0 PROPOSAL SCHEDULE:

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Chief Procurement Officer (“CPO”) of the Procurement and Contracts Division or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
Pre-Proposal Conference	May 22, 2019 – 10:00 a.m.
Deadline for Questions	June 3, 2019 – 5:00 p.m.
Addendum Issued Tentative	June 12, 2019 – 5:00 p.m.
Proposal Due Date and Time	July 3, 2019 – 2:00 p.m.
Review and Evaluation of Proposals	August, 2019

7.0 SCOPE OF SERVICES:

7.1 OVERVIEW:

The City is seeking Proposers with a diverse range of skills and high level of expertise in the development of a Smart City Master Plan & Roadmap. The City continues to position itself as a prime location for visitors, residents, and businesses through the use of information and communications technology that will produce significant public value and encourage private investment. It is the expectation of the City that the selected Proposer will complete the services as specified below within a six-month window.

The successful Proposer should be able to serve as the City’s Consultant and project advisor for the Smart City program. More specifically, the Proposer will be responsible for developing a framework for collaboration, both internally and externally; act as the lead convener and facilitator of stakeholder engagement; and possibly other third-parties, as needed. This will require the Proposer to be able to convene meetings and lead visioning exercises among City departments and a diverse range of people, institutions, and communities, such as advocates or special interest groups, civic, and neighborhood associations, business associations, and academic institutions.

While the City has already embarked on a Smart City program, the City is seeking a Consultant with experience in creating a strategic Smart City plan for Orlando that will bring improved focus to the program. The City’s current program includes the following guiding

principles and priority focus areas which should guide the approach of the Proposers:
(Please see Exhibits 2 and 3.)

A. Guiding Principles

1. Security focused (Security by design) - Informational and physical
2. People first - culture of safety
3. Sustainable, reliable, and resilient solutions
4. Responsible (financially, morally, etc.)
5. Relevant and timely
6. Equitable and inclusive - City for everyone
7. Transparent
8. Collaborative

B. Primary Focus Areas

1. Foundational Areas:
 - a) Communications Infrastructure & Connectivity
 - b) Civic Engagement & Digital Services
2. Six Pillars:
 - a) Public Safety
 - (1) Response – Efficiency in response, and providing relevant, targeted, and timely information to the edge
 - (2) Investigation – Using data and analytics to accelerate and broaden the investigative capabilities
 - (3) Safety - Identify safety and security, accelerate deployment of resources
 - (4) Planning – Derive intelligence from data to support the planning process and improve training
 - (5) Prevention – Combine insight and establish the proper partnership to predict and prevent incidents
 - b) Built Environment
 - c) Energy & Utilities
 - d) Transportation System
 - e) Water & Wastewater
 - f) Solid Waste Management

7.2 KNOWLEDGE AND EXPERIENCE:

The successful Proposer should have knowledge of, and where applicable experience in, the following:

- A. The City of Orlando's Open Data Policy and its current implementation status. Please reference Exhibit "1" for a link to the City of Orlando Open Data Portal.
- B. The Green Works Orlando Program and its current implementation status. Please reference Exhibit "1" for a link to "Green Works Orlando".
- C. The City of Orlando's Digital City Hall project and its current implementation status. Please reference Exhibit "1" for a link to "City of Orlando Digital City Hall".
- D. The protocols of the City of Orlando's Office of Communications & Neighborhood Relations. Please reference Exhibit "1" for a link to City of Orlando Communications and Neighborhood Relations.

- E. The City of Orlando's Application to the Smart Cities Council (SCC) and subsequent related road mapping workshop (EXHIBIT 2)
- F. The implementation of Smart City solutions in other cities of relevant size and complexity; experience in implementing Smart City initiatives and programs in a municipality in the United States is highly desired. Knowledge of the development, implementation and operations of Smart City initiatives and programs in comparable cities is also highly desired.
- G. Recommending technology solutions that enhance economic, environmental and resiliency performance in urban settings, neighborhoods, and tourist environments.
- H. Evaluating and documenting existing Agency/Organizational owned assets for future use and opportunities.
- I. Familiarity with best practices and regulations around IoT security and privacy, and applications thereof.
- J. Various funding mechanisms and finance models, including knowledge of federal and state grants, to support development of IoT.
- K. Local, state, and federal regulatory requirements for implementing a Smart City program.
- L. Working as an owner's representative for a municipality or other agency with third party vendors to implement Smart City projects. The Proposer should be able to develop an actionable Smart City roadmap that will give clear and realistic guidelines as to how the City of Orlando can implement, support, and utilize IoT across the City. The roadmap will need to consider how the City could better utilize and leverage its existing assets.
- M. Appropriate technology and data-sharing platforms for IoT capability that are compliant with open systems standards and are optimal for implementation in Orlando. Knowledge of "cloud solution" options is important to the City.

7.3 TASKS AND DELIVERABLES FOR VISION AND MISSION STATEMENTS, MASTER PLAN, AND ROADMAP

This Section of the Scope of Services states the services and the tangible work products (deliverables) to be delivered, and the tasks the City has identified as necessary to meet those requirements, and satisfy the stated Project Objectives related to the development of the Vision and Mission Statements, Master Plan, and Roadmap.

The City anticipates the total listing of tasks and deliverables associated with this effort will be dependent upon the individual Proposer's understanding of the scope of services and their resultant unique approach to delivering the project. The Proposer's submittal should state in detail their approach to completing each task and subtask, including the personnel/job titles responsible for completing the task.

Nonetheless, the City anticipates that the list of tasks and deliverables should include, but is not limited to, the following:

A. TASKS

1. Project Coordination with the City of Orlando's Smart City Management Team
2. Stakeholder Engagement
3. Master Plan Development, including development of recommended changes to:
 - a) City Policies & Procedures
 - b) Land Development Code (LDC)
 - c) Comp Plan
 - d) Capital Improvement Program
 - e) Department protocols
4. Roadmap Development
5. Council Presentation

B. DELIVERABLES

1. Refined Vision and Mission Statements
2. Master Plan
3. Roadmap
4. Documentation of City leadership feedback

C. Hours and Location of Work

The successful Proposer is expected to successfully complete the work in a timely fashion and in accordance with the milestones set and agreed upon by both the Proposer and the City. The successful Proposer will be expected to attend meetings with various City Departments and stakeholder groups on an as-needed basis and regularly be available to meet/connect with the designated City Project Manager via phone, e-mail, Skype, or in person.

D. Reporting Requirements

The successful Proposer shall report to the City of Orlando on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products.

E. Project Coordination

In addition to the specific services detailed herein, the Consultant will coordinate work with the City's representative and the City's Smart City management team, monitor the project schedule as it relates to the scope contained herein, and provide timely reporting of project progress.

7.4 Additional Services

During the initial term and optional extensions, it is anticipated the City may require additional consulting services from the successful Proposer including, but not limited to Owner's representation services from the Consultant to assist the City in implementing the Smart City plan. These additional consulting services could include, but are not limited to, assisting the City with the following:

1. Development of scope of work documentation for various smart city projects
2. Development of detailed specifications for various smart city projects
3. Creating evaluation criteria to select contractors for smart city projects
4. Review of smart city Proposals received by the City
5. Oversight of smart city projects being implemented by third parties
6. Future Smart City Plan and Roadmap updates and revisions after initial completion

These services would be requested by the City in its discretion on a task by task basis. Tasks will be assigned by written task orders setting forth the mutually agreed upon scope of services and the fee for such services. It is anticipated that the fees will be charged on an hourly not to exceed basis, based upon the hourly rates proposed by the selected Consultant in response to Attachment “K”, Price Proposal; provided, however, the City reserves the right to agree to a lump sum or other fee structure for any particular task.

8.0 PROPOSAL PREPARATION AND FORMAT:

8.1 Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions, and requirements of the Request for Proposals document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

8.2 Proposal Reproduction

Please submit an original and eight (8) total copies of the Proposal package as follows: One (1) unbound clearly marked original and seven (7) bound exact copies and an additional complete copy in electronic format, e.g. USB Drive containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

8.3 Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposals.

8.4 Proprietary Information

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposals and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement and Contracts Division Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

B. Each Proposer shall complete the “Confidential and/or Proprietary Information Exemption Form”, included with this Request for Proposals as Attachment “E”, and submit the form with their Proposal.

C. All Proposals received from Proposers in response to this Request for Proposals will become the property of the City of Orlando and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

9.0 REQUIRED PROPOSAL SUBMITTALS:

9.1 OUTLINE FORMAT FOR RESPONSE

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified.

Tab One:

A. Cover Page

Proposer shall provide its legal Name, its principal place of business, phone number, fax number, website address, name of principal in charge, email address, and federal taxpayer identification number or federal employer identification number. Provide a brief narrative that confirms Proposer's understanding of, and agreement to provide, the services and/or deliverables necessary to achieve the objectives of the project that is the subject of this RFP.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Proposer's Certification

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Each Proposer shall complete the "Proposer's Certification Form", included with this Request for Proposals as Attachment "B", and submit the form with their Proposal. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.

D. Conflict of Interest Disclosure

Proposer shall provide the required "Conflict of Interest Disclosure Form" as attached to this RFP as Attachment "C".

E. General Business Information

Proposer shall provide:

1. A description of Proposer's business history, including but not limited to, number of years in business.
2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge, to include job title, address, telephone number(s), fax number, and email address.
3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.
4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.
5. Provide the location of the office from which the work is to be performed

and the number of professional staff employed at the office.

6. State if the Proposer's business is licensed, permitted and/or certified to do business in the City of Orlando and/or State of Florida and attach copies of all such licenses issued to the business entity.

Tab Two:

A. Proposer's Experience

1.

Proposers shall submit a verifiable statement of the Proposer's qualifications and capability to perform the services requested by this RFP, including, but not limited to, a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. Please state any relevant experience working with the Orlando business and/or civic communities or with organizations, agencies, or cities that are the same or similar to the City of Orlando and its civic communities. Proposer shall describe how the Proposer's business experience will benefit the project.

2. Proposers should be able to demonstrate that they are qualified by providing references from other municipalities, agencies, governing bodies, and other entities, which are comparable in size and complexity to the City of Orlando, to which the Proposer has delivered related services. The statement of experience should be supported by the references listed as Attachment "G", which shall be completed and submitted by the Proposer with its Proposal.

B. Staff Experience

The Proposer shall submit a statement of experience and resumes for the management staff who will be assigned to the project and availability of the team to support the project. The Proposer should include an organizational chart, specifying the name, titles and hierarchy of the proposed staff.

C. Subconsultant Experience

Proposers shall identify the subconsultants, if any, the Proposer intends to utilize and describe such subconsultants' relevant experience. Proposers should also identify the subconsultants' personnel that would be assigned, and include information regarding their background and experience on other similar projects.

Tab Three:

A. Financial Stability

Proposers should provide the following information.

1. A narrative description and such other information, if any, as Proposer deems necessary to demonstrate Proposer's financial strength and capacity to provide, implement, and maintain the proposed system for the term of the Contract.
2. The Proposer shall state if there are any known financial issues that will prevent the Proposer from providing the requested services for the term of the Contract.

3. Bankruptcies – The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

The City reserves the right to request such additional financial information regarding Proposers as it deems necessary or appropriate from Proposers or from any other party having relevant information, including but not limited to utilizing Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

B. Litigation History

The Proposer shall describe whether Proposer is involved in any litigation, arbitration, or mediation currently or within the last five (5) years where the amount in dispute exceeded \$10,000. Proposer shall also describe whether Proposer has any outstanding judgments pending against Proposer.

Tab Four

A. Confidential and/or Proprietary Information Exemption Form.

Proposer shall complete and submit the Confidential and/or Proprietary Information Exemption form as attached to this RFP as Attachment "E".

B. Certification Regarding Prohibition Against Contracting with Scrutinized Companies.

Proposer shall complete and submit the required Certification Regarding Prohibition Against Contracting With Scrutinized Companies form as attached to this RFP as Attachment "D."

C. Price Proposal Schedule

Proposer's price shall be completed and submitted on the "Price Proposal Form" in the format provided. Complete and return with your Proposal the Price Proposal included as Attachment "K".

D. Minority/Women-Owned Enterprise Participation in Subcontracts

Proposer shall provide the required Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment "H."

E. Veteran Business Enterprise Participation in Subcontracts

Proposer shall provide the required Veteran Business Enterprise Participation form as attached to this RFP as Attachment "I."

Tab Five

A. Proposed Project Approach

Proposer shall provide a proposed project approach. The proposed approach should include, but is not limited to, a list of proposed tasks, deliverables, a Work Breakdown Structure and Project Timeline/Milestones Schedule, in accordance with the Scope of Services of this RFP.

The Project approach submitted by the Proposer should include the total list of tasks, subtasks, sub-subtasks and so forth, in a work breakdown structure format. Furthermore, this work breakdown structure should include each staff position, hourly

rates, estimated hours for each task, subtask, etc. proposed. This work breakdown should also include the rates and hours for Minority, Women-owned, Veteran, or other subcontractors as well as any estimated reimbursable expenses for a total not-to exceed amount. Provide a Work Breakdown Structure with your Proposal. With this submittal, the Proposer should include a statement regarding how the Proposer plans to equitably engage a diverse range of stakeholders from the community at-large. The Work Breakdown Structure and Project Timeline/Milestones Schedule should be in a format that is commonly used in this industry.

B. Time Line

In addition, the task listing and related descriptions in the work breakdown structure format should have direct correlation to a proposed project timeline or milestone schedule submitted in response to this RFP. A sample timeline document (also known as a Gantt chart) should be submitted with your Proposal. The timeline should include the complete detailed information requested in each of the supporting documents.

C. Milestones

Proposers should propose milestones, or a project structure that does not rely on milestones, but should explain their reasons for the structure proposed, and how it will facilitate completion of the project. The City reserves the right to condition payments on the satisfactory completion of the specified milestones, tasks, services and/or deliverables listed above.

10.0 DELIVERY OF PROPOSALS:

- 10.1 If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Chief Procurement Officer, at the address listed below. Proposals submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the Office of the Procurement and Contracts Division when the services of the USPS are used, a Proposer is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Procurement and Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

All Proposals shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below. Sealed Proposals are to be addressed as follows:

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Karen Elzy, Senior Purchasing Agent
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

10.2 Proposal Binding

All Proposals submitted shall be binding for one hundred eighty (180) calendar days following opening.

10.3 Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

11.0 CONFORMANCE TO SOLICITATION

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the City’s ability to waive minor irregularities without notice or the need to issue a written addendum.

If a Proposer desires to submit a Proposal which, if selected by the City, would require the City to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the City asking the City to amend the requirements of this RFP in the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled “Questions Regarding Solicitation or Proposal Process.” If the City, in its discretion, agrees to amend, alter, or waive the requirement, the City shall issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the City is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

12.0 EVALUATION CRITERIA:

An Advisory Committee will be established to review all responsive Proposals. Proposals will be evaluated for short listing and final ranking using the evaluation criteria set forth below.

EVALUATION CRITERIA	
CATEGORY	POINTS
Proposer and Staff Experience in Smart City Master Planning	28
Approach and Methodology to Providing Requested Services	40
Minority and Women Owned Business Enterprise - The degree of participation by City certified or recognized M/WBE in subcontracts	10
Veteran Business Enterprise participation in subcontracts	2
Price Proposal	20
TOTAL:	100

The information that will be considered for each criteria is as follows:

- 1) Proposer and Staff Experience in Smart City Master Planning – This criteria will include, but will not be limited to, evaluation of Proposer and staff experience and expertise in related consulting services for a Smart City Master Plan, Proposer’s general statement of experience pertinent to the specifications of this RFP, reference responses, financial stability, lost business, and subconsultant experience.
- 2) Approach and Methodology to Providing Requested Services - This criteria will include, but will not be limited to, evaluation of Proposer’s project approach, including work breakdown structure listing of tasks, team members, and project schedule.
- 3) Minority and Women Owned Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment “H.”
- 4) Veteran Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment “I.”
- 5) Price Proposal - This criteria will include, but will not be limited to, evaluation of the pricing information submitted in Attachment “K.”

13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

13.1 Initial Review of Responses

The Procurement and Contracts 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.

13.2 Advisory Committee

An Advisory Committee (hereinafter referred to as “the Committee”) consisting of at least five (5) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee may utilize City staff and/or consultants who are not members to advise and assist the Committee in its review of the Proposals.

13.3 Preliminary Evaluation; Short Listing

The Committee may conduct a preliminary evaluation of all Proposals on the basis of the information provided and, if the Committee deems desirable in its discretion, it may elect to short list two or more Proposers using the evaluation criteria set forth in this solicitation. Upon short listing by the Committee, only those Proposers short listed shall remain eligible for further evaluation and consideration by the Committee.

13.4 Presentations

The Committee reserves the right to require oral presentations from and conduct pre-award discussion and/or pre-Contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Presentations and pre-award discussions and negotiations may be limited at the discretion of the Committee to short listed Proposers. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

13.5 Optional Discussion

At the discretion and in the best interest of the City, the City or Committee may conduct discussions with Proposers (or the short-listed Proposers, as applicable) or seek revision of Proposals from Proposers (or the short-listed Proposers, as applicable) deemed to be responsible and reasonably acceptable to be selected. Such Proposers (or short-listed Proposers) will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Revisions may be permitted after submission of Proposals and prior to award of a Contract for the purpose of obtaining best and final offers.

13.6 Award Without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposals without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

13.7 Final Ranking

The Committee will evaluate and rank the responsive Proposers deemed reasonably acceptable to be selected (or the short-listed Proposers, as applicable) as set forth in the preceding section entitled "Evaluation Criteria". In the event that the Committee previously elected to short list Proposers, any rankings or scores assigned as part of the short-listing process shall not be binding on the Committee or its members as part of final evaluation and Committee members may modify their scores for any and all Proposers and scoring categories as they deem appropriate in their sole discretion. The Committee shall submit the proposed rank order to the Chief Procurement Officer after the conclusion of scheduled presentations, if any. Upon approval of the ranking by the Chief Procurement Officer, the Chief Procurement Officer shall post a notice of intended action. The notice of intended action may be obtained by the Proposers as set forth in the section of this RFP titled "Request for Proposals Information."

13.8 Authority to Award

Contracts shall be awarded in accordance with the provisions of the City's Procurement Code, Chapter 7 of the City of Orlando's Code of Ordinances. Award of contracts in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to City Council approval.

13.9 Reserved Rights

The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to readvertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP. The City does not guarantee the award of any Contract as a result of this solicitation process.

GENERAL TERMS AND CONDITIONS

14.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS:

14.1 Communications with the City; Prohibited Contacts. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent

(or on a respondent or potential Proposer's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, and any Advisory Committee members or other people or entities providing advice to the City or the Advisory Committee related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives or others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.

14.2 Questions. Any questions relative to interpretation of the solicitation or the solicitation process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division on or before the cut-off date for questions as specified in the Proposal Schedule. Any interpretation made to prospective Proposers with respect to questions submitted prior to the cut-off date for questions will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than the date as specified in the Proposal Schedule.

14.3 Addenda. It will be the responsibility of the Proposer to contact the Procurement and Contracts Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal.

14.4 Point of Contact. All communication and contact regarding this solicitation shall be directed to:

Karen Elzy
Senior Purchasing Agent
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2368
Fax: (407) 246-2869
Email: Karen.Elzy@CityofOrlando.net
Website: <http://www.cityoforlando.net/procurement/>

15.0 ADDITIONAL INFORMATION:

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Orlando Police Department.

16.0 ADDENDUM TO REQUEST FOR PROPOSALS:

If it becomes necessary to revise or amend any part of this Request for Proposals before the

Proposal due date, the Chief Procurement Officer will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposals in Attachment "F" shall be completed and submitted with your Proposal.

17.0 APPLICABLE LAWS AND APPEALS:

This Request for Proposals is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at:

https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITIICICO_CH7PR_CO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

18.0 CONTRACT:

The Contract form that the City intends to use for the award is included with this RFP as Attachment "L" for reference. While this draft Contract contains standard legal language and is not routinely modified, any exceptions to this standard Contract should be clearly indicated and Proposer understands that such exceptions may affect the evaluation of the Proposal submittal. Modification or alteration of this Contract shall only be valid if mutually agreed to in writing by the parties.

19.0 EXECUTION OF CONTRACT:

Unless such time is extended by the City, the successful Proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Procurement and Contracts Division, sign and enter into a Contract with the City, and simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

20.0 RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Proposer or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Proposer for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

21.0 FISCAL YEAR FUNDING APPROPRIATION:

21.1 Specified 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 funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

21.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring

cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

22.0 PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

23.0 PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

24.0 INVOICES:

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contract or consultant or other invoicing party shall conform to the following process:

- A. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- B. The amount due, applicable discount(s), and the terms thereof;
- C. The full name of the vendor, Proposer or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- D. The Purchase Order or Contract number as supplied by the City;
- E. An identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the City; and the vendor, Proposer or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

25.0 DISPUTE RESOLUTION:

In the event a dispute occurs between a Proposer, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

26.0 PROPOSER'S GUARANTEE:

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

27.0 INSURANCE:

Insurance coverage required by the Contract or terms and conditions as set forth in this Request for Proposals, if any, must be in force throughout the term of the Contract ("Contract Term"). Should a Proposer fail to provide acceptable evidence of current insurance within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Proposer. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

28.0 FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax exempt number is 85-8015427957C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Proposer in connection with its fulfillment of its Contract obligations. The Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

29.0 DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a Proposal in response to this Request for Proposals, the Proposer is certifying that their company is a drug-free workplace in accordance with Florida Statute §287.087.

30.0 AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

31.0 RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Request for Proposals is by a Proposer whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Proposer having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the most responsive and responsible vendor has its principal place of business.

32.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded Proposer, the submission of any Proposal in response to this Request for Proposals constitutes a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal.

33.0 FOREIGN CORPORATION:

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State. Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Orlando.

34.0 SUBCONTRACTORS:

The Proposer shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified sub-contractor, which is approved in advance by the City. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

35.0 PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- a. Reduction of payment time
- b. Payment within 48-72 hours
- c. Direct electronic deposit to your primary banking account

- d. Increase in working capital
- e. Elimination of invoicing
- f. Reduced collection efforts
- g. Enhanced corporate relationships
- h. Reduced billing costs
- i. Enhanced reporting
- j. Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, the City encourages all vendors to accept the VISA ePayable solution.

36.0 LIVING WAGE POLICY:

Proposer, as well as its subcontractors (first tier only), shall pay to all of their employees providing services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$10.71 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. The Living Wage rate of \$10.71 per hour applies to solicitations issued by the City after March 1, 2017. The Living Wage rate shall be adjusted every three years thereafter until the Living Wage rate is \$15.00 per hour. The adjustment will be based on the South-urban size B/C index for all Urban Consumers (CPIU), calculated by the United States Department of Commerce. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Proposer shall allow the City to audit (at Proposer's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and proposal awards for services which involve City expenditures that exceed \$100,000.00 per year.

37.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[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 a 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, or 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."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott

Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a

company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of Attachment "D", Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

38.0 GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **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 CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

39.0 RECOVERED MATERIALS

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

ATTACHMENT "A"
PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A Non-Mandatory Pre-Proposal Conference will be held by the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, 8th Floor, Iron Bridge Conference Room, Orlando, Florida on **May 22, 2019, 10:00 a.m.** Local Time, City of Orlando, FL.

Please return this form by: Monday, May 20, 2019.

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, 2nd Floor
Iron Bridge Conference Room
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

- _____ We plan to attend
- _____ We plan to participate in WebEx meeting.

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached using the form attached to this Request for Proposals, titled "Written Question(s)."

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

Signature

Title

Name of Company

Date

ATTACHMENT "B"
PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

CITY, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

DUNS Number: _____

Company Tax ID # _____
(The City only requires Company Tax Id numbers. The City is not requesting individual social security numbers.)

E-MAIL ADDRESS

ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

ATTACHMENT "D"
CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED
COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Proposer: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

ATTACHMENT "E"
CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM

In accordance with the Proprietary Information Section of this RFP, please list below items in this Proposal, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure.

Page No.	Section	Applicable Exempting Law	Detailed Explanation/Justification with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary

An additional page may be utilized for the above table; however, this form should be signed and submitted with your proposal.

Signature

Name

Title

Name of Company

Date

ATTACHMENT "F"
ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company

Signature

Title

ATTACHMENT "G"
REFERENCES

Proposer shall submit, using the form below, as a part of their Proposal package, three (3) references.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

ATTACHMENT "H"
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE
PARTICIPATION IN SUBCONTRACTS

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (M/WBE).

1. Policy:

It is the policy of the City of Orlando that MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of City subcontracts. As used in this RFP, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified or recognized by the City as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, and American Indians. As used in this RFP, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified or recognized by the City as a WBE. The women ownership must exercise actual day-to-day management and independent control. **Only those companies which are certified or recognized by the City on or before the date set for submittal of proposals may be utilized to meet the goals established by Chapter 57.** A listing of certified and recognized M/WBE's is available at:

<http://www.cityoforlando.net/mwbe/staff/>

2. Submittal:

Proposals will be evaluated on the basis of MBE and WBE participation in subcontracts. Proposers are asked to complete the attached MBE/WBE Subcontractor Utilization Schedule listing the MBE and WBE firms to which work will be subcontracted, a description of the work being subcontracted, and the estimated percentage of the work being subcontracted to each MBE or WBE subcontractor. **Please note that even if your company as the Proposer to be the prime contractor on this work is currently a City certified or recognized MBE or WBE firm, the attached MBE/WBE Subcontractor Utilization Schedule should still be completed as points will be awarded based upon a Proposer's ability to meet the City's subcontracting goals for MBE and WBE participation. Work that is self performed by a Proposer that is an M/WBE firm shall not be listed on the MBE/WBE Subcontractor Utilization Schedule as Proposers are not subcontractors.** The extent and meaningfulness of such participation will be reviewed. Submittals should be very specific and clearly document MBE/WBE participation. In order to receive points, the participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

3. Reports:

The successful Proposer shall submit periodic reports of participation by minority and women-owned businesses in such form and manner and at such times as the City or the M/WBE Official may prescribe. Monthly status reports shall be provided to the M/WBE Official at the request of the MBE Office.

At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by City certified or recognized MBE and WBE firms and the percentage of work subcontracted to each.

If the successful Proposer fails to achieve the subcontracting participation percentages set forth in their proposal, the successful Proposer shall state the reason for such failure in its

report to the City. For continuing contracts, the successful Proposer shall also submit such a report on an annual basis within (30) days of the anniversary date of the contract and upon expiration or termination of the contract. In the event that a successful Proposer fails to provide an explanation acceptable to the City as to why it was not able in good faith to achieve the anticipated level of MBE/WBE participation set forth in its proposal, the City may consider such failure in evaluating future responses to solicitations from the Proposer and in determining whether to renew any ongoing contracts with the Proposer. The MBE Office shall have the right to review and audit records, receipts and documents maintained by the Proposer, upon reasonable notice.

4. Plan Changes:

Any deviation from the proposed MBE/WBE participation by the successful Proposer must be reported to and approved in writing by the M/WBE Official. Deviations shall only be allowed for good cause. Failure to comply shall result in the City imposing penalties on the successful Proposer; such penalties may include suspension or debarment from obtaining future City contracts.

5. Miscellaneous:

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of Chapter 57 of the City Code and contract terms. No right of action for non-signatories of the Contract is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the City Code and the Contract. For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprises Office
City Hall at One City Commons, 5th Floor
400 South Orange Avenue
Orlando, Florida 32801-3302
Telephone: (407) 246-2623

For the City's information, if your company is currently certified or recognized, please enter the certification number and the expiration date in spaces provided below or submit with your Proposal a copy of the notification received from the City stating that your company is recognized by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

MBE/WBE SUBCONTRACTOR UTILIZATION SCHEDULE

MBE UTILIZATION

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %
4.		_____ %

TOTAL MBE _____%

WBE UTILIZATION

Subcontractor's Name and City Certification Number	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %

TOTAL WBE _____%

ATTACHMENT “I”
VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM - RFP

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

For purposes of this solicitation, respondents may receive two (2) points for participation in their proposal by one or more qualifying Veteran Business Enterprises as subcontractors. Such points will be awarded as follows:

Two (2) points shall be awarded for listing below one or more qualifying VBE subcontractors which Respondent intends to use on the Contract to perform useful business functions.

In order for a respondent to receive credit for listing a VBE subcontractor, the subcontractor for which credit is sought must have its principal place of business in the Metropolitan Statistical Area (“Orlando MSA”) (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

In accordance with City Code, a subcontractor that is both a qualifying VBE and a City certified or recognized Minority Business Enterprise (“MBE”) or Woman Owned Business Enterprise (“WBE”) may not receive scoring consideration for more than one status. Accordingly, a respondent should list an eligible subcontractor on either the M/WBE Participation Form or the VBE Participation Form, but not both forms. In the event that a respondent mistakenly lists a qualifying VBE subcontractor who is also a City certified or recognized MBE or WBE firm for consideration for scoring as both a VBE and as a MBE or WBE subcontractor in its proposal, the listed VBE subcontractor shall not receive scoring credit as a VBE, but shall be evaluated only as an MBE or WBE firm as part of the scoring evaluation.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

Respondents awarded a contract shall submit periodic reports of participation by VBE firms in such form and manner and at such time as the City or the City’s Minority Business Enterprise (MBE) Director may prescribe. At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by VBE firms and the percentage of work subcontracted to each. The City shall have the right to review and audit records, receipts, and documents upon reasonable notice.

If Respondent is proposing to utilize any VBE subcontractors which are currently certified by the State of Florida Department of Management Services and have their principal place of business in the Orlando MSA, please enter the name of the subcontractor, the subcontractor’s VBE certification number and the address of the principal place of business of the VBE. **Work that is self performed by a respondent that is a VBE firm shall not be listed below as respondents are not subcontractors and, as stated above, VBE participation points for this solicitation are being awarded for participation by VBE firms in subcontracting.**

VBE Subcontractor's Name:	VBE Subcontractor's Principal Place of Business	Description of Work to be Performed:	Florida DMS Certification Number:
1.			
2.			
3.			

ATTACHMENT "J"
WRITTEN QUESTIONS

Any questions about the RFP or the solicitation process must be received by the City in writing by the cut-off date for questions set forth in the RFP. For uniformity, the City requests that you use the following format – but do not use this actual form. Instead, use this format in an email.

No verbal inquiries will be accepted. Any questions received after the cut-off date for questions as set forth in the RFP will not be considered. Please submit all questions to the Purchasing Agent as identified in this Request for Proposals.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral and non-Addendum written answers will not be authoritative.

SOLICITATION NUMBER: _____ **DATE SUBMITTED:** _____

SOLICITATION TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

ATTACHMENT "K"
PRICE PROPOSAL

Proposer shall submit a firm fixed not-to-exceed price for the Tasks and Deliverables set forth in Section 7.3 of this solicitation, inclusive of all costs, fees, and expenses to be charged to the City.

Chargeable expenses should adhere to City of Orlando Policy and Procedure 133.3 Reimbursable Expenses, attached to this solicitation as Exhibit "6"

Pursuant to and in compliance with your Proposal, the undersigned hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the solicitation and all addenda, if any, issued prior to the date of this proposal at the price herein as follows:

Development of a Vision and Mission Statements, Master Plan, and Roadmap

\$ _____
(Should be in accordance with the Work Breakdown Structure)

Company Name (printed)

Authorized Signature

Printed Name

Date

HOURLY RATES FOR ADDITIONAL SERVICES

For additional work outside of that priced on the prior page for the development of the Vision and Mission Statements, Master Plan, and Roadmap described in Section 7.3 of the solicitation, Proposer shall submit hourly rates for additional consulting services, if any, that may be requested by the City in its sole discretion on an as needed basis. The City guarantees no work related to these hourly rates.

Please provide hourly rates below for work by type or position. Services may be listed by the type of service provided or by the job title or name of the team member. If listing team members by name, please include the person's job title or a brief description of their duties and role.

<i>Item</i>		<i>PROFESSIONAL CLASSIFICATION BY CATEGORY</i>	<i>Hourly Rate</i>
1.	Per Hr		\$
2.	Per Hr		\$
3.	Per Hr		\$
4.	Per Hr		\$
5.	Per Hr		\$
6.	Per Hr		\$
7.	Per Hr		\$
8.	Per Hr		\$
9.	Per Hr		\$
10.	Per Hr		\$
11.	Per Hr		\$
12.	Per Hr		\$

Company Name (printed)

Authorized Signature

Printed Name

Date

ATTACHMENT "L"
CONTRACT

THIS CONTRACT ("Contract"), effective as of the ____ day of _____, 2019, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Proposer". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Proposer is to perform the work ("Work") as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth. Except as otherwise specified herein or in the Request for Proposal, the Proposer shall perform the Work in accordance with Proposer's Proposal to the City, attached hereto as Exhibit "B" and incorporated herein by this reference, and shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit "A" (the RFP) and Exhibit "B" (Proposer's Proposal);
2. If applicable, negotiated amendments or clarification to the Proposer's Proposal which have been incorporated by reference into the final Contract;
3. City's Request for Proposal (Exhibit "A"); and
4. Proposer's Proposal (Exhibit "B").

III. TERM OF CONTRACT

The period of this Contract shall be for an initial period of three (3) years, beginning on _____, and ending on _____. This Contract may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of five (5) years.

IV. COMPENSATION

The Proposer agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract or an Addendum hereto, will remain firm for the term of the Contract or Addendum.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Proposer when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AND OUTLINE ALL SERVICES RENDERED FOR THE INVOICE PERIOD.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified 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. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

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

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Proposer shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

The Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

Any and all material created or produced by Proposer or a sub-contractor of Proposer pursuant to this Agreement which is subject to trademark under applicable law or to copyright under the United States Copyright Act, including but not limited to all reports, materials, artwork, pictures, narratives and drawings, shall become the sole and exclusive property of the City upon acceptance of such work by the City. The City shall own such materials and all trademarks and copyrights related thereto, including all renewals and extensions. The City shall have the right to obtain trademark and copyright registrations for such materials in its own name or in any name chosen by the City, and the City shall own all rights of copyright

in the materials, as well as in any derivative works and reproductions made there from. Proposer shall execute, and at the request of the City cause its subcontractors to execute, such documentation that the City may reasonably request to cause or evidence any such transfer of ownership of the materials.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Proposer has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Proposer fails to make delivery of the supplies or perform the Work, or if the Proposer fails to perform the Work within the time specified in the Contract, or if the Proposer fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Proposer. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Proposer warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Proposer warrants that all equipment and materials provided shall be new. If the Proposer is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Proposer shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or

City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

b. Subcontractors. Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its

subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

- (i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory

Employer's Liability: \$100,000 each occurrence

- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single

Property damage: limit each occurrence

- (iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall

not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

(iv) Errors and Omissions Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.

G. Acceptance

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the

sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

1. Requested by City

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Agreement price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

M. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules,

and regulations, for the proper execution and completion of the Work under this Contract.

- F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- G. This Contract is considered a non-exclusive Contract between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____
Chief Procurement Officer

Date: _____

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: _____, 2019

CONTRACTOR

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address, City, State and Zip

Area Code/Telephone Number

Email Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as the _____, on behalf of _____ He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this _____ day of _____, 20__.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

EXHIBIT "1"
CITY OF ORLANDO WEBSITE LINKS

Additional information can be found on the City of Orlando website at the following links:

1. **Green Works Orlando**
<http://www.cityoforlando.net/greenworks/>
2. **City of Orlando Digital City Hall -**
[http:// www.cityoforlando.net/digitalcityhall/](http://www.cityoforlando.net/digitalcityhall/)
3. **City of Orlando Open Data Portal -**
<https://data.cityoforlando.net/>
4. **City of Orlando Communications and Neighborhood Relations** <http://www.cityoforlando.net/ocnr/>

EXHIBIT "2"



**CITY OF ORLANDO'S APPLICATION TO THE SMART CITIES COUNCIL (SCC) AND SUBSEQUENT
RELATED ROAD MAPPING WORKSHOP**

(UPLOADED IN VENDORLINK AS A SEPARATE DOCUMENT)

EXHIBIT "3"



CITY OF ORLANDO MAYOR'S CABINET BRIEFING - DECEMBER 2017

(UPLOADED IN VENDORLINK AS A SEPARATE DOCUMENT)

EXHIBIT "4"



ORLANDO CITY GOVERNMENT XM SOLUTION

(UPLOADED IN VENDORLINK AS A SEPARATE DOCUMENT)

EXHIBIT "5"



DIGITAL SERVICES STRATEGY

(UPLOADED IN VENDORLINK AS A SEPARATE DOCUMENT)

EXHIBIT "6"



DIGITAL SERVICES WORKSHOP PRESENTATION

(UPLOADED IN VENDORLINK AS A SEPARATE DOCUMENT)

EXHIBIT "7"



CITY OF ORLANDO POLICY AND PROCEDURE 133.3
REIMBURSABLE EXPENSES

(UPLOADED IN VENDORLINK AS A SEPARATE DOCUMENT)