

# WINTER HAVEN

## *The Chain of Lakes City*

City of Winter Haven, Florida

**RFP-14-60**

## **Request for Proposals**

Sale of property located at 245-255 West Central Avenue

KEY DATES:

RFP Issued: July 8, 2014

Proposal Due Date: September 11, 2014



This property in downtown Winter Haven, Florida is ready to be refreshed, redeveloped, and repurposed.

P.O. Box 2277 ♦ 490 Third Street NW ♦ Winter Haven, Florida 33883-2277  
Telephone: 863.291.5850 ♦ Fax: 863.291.5211 ♦ [www.mywinterhaven.com](http://www.mywinterhaven.com)

City of Winter Haven, founded 1911

July 7, 2014

REQUEST FOR PROPOSAL

RFP – 14-60

Sealed Bids marked **“SALE OF PROPERTY LOCATED AT 245-255 WEST CENTRAL AVENUE”** will be received by the City of Winter Haven until **2:00 P.M., Thursday, September 11, 2014** at the office of Financial Services Department, 551 3<sup>rd</sup> Street, NW, Winter Haven, Florida 33881, for the following:

**“Sale of property located at 245-255 West Central Avenue”**

At that time, bids will then and there be publicly opened and read aloud in the City Hall Annex Conference Room.

The City is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Bidders must submit one (1) unbound original; ten (10) copies and furnish on a CD one (1) electronic version in .pdf format, of their response.

A Pre-Bid Conference will be held in City Hall, John Fuller Auditorium, 451 Third Street, N.W., Winter Haven, Florida 33881 at **10:00 A.M., Wednesday, August 6, 2014**, for the purpose of answering any questions bidders may have in reference to the project.

**Public Records** – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions concerning this bid must be submitted in writing on or before 2:00 p.m., Thursday, August 28, 2014, to Jeanne Sobierajski at [jsobierajski@mywinterhaven.com](mailto:jsobierajski@mywinterhaven.com). Questions received after this time may not be answered.

The responses shall be furnished in accordance with the RFP requirements and any other documents prepared for this bid. W-9 must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in the best interest, in accordance with the Terms and Conditions referenced herein above. The City's EEO plan is available and can be viewed at <http://www.mywinterhaven.com/documents/2010-2011%20EEO%20Report.pdf>.

Sincerely,  
CITY OF WINTER HAVEN

Bob Bishop  
Procurement Services Division Director

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*245-255 West Central Avenue, Winter Haven, Florida*



## **1.0 INTRODUCTION**

### **1.1 PURPOSE**

The City of Winter Haven is seeking highly qualified proposals for the purchase of City owned property (Property) located at 245-255 W. Central Avenue, Winter Haven, Florida (see Attachment “A”). The Property, which consists of approximately 10,811 square feet, is located within the downtown business district, Core Improvement Area, the City’s Primary Activity Center, and the Downtown Community Redevelopment Area (CRA). Proposals must include the purchase price of this property, along with plans for the renovation and reuse of the existing structure on the site or redevelopment of the property. This RFP sets forth the City’s goals, selection criteria, and submittal requirements.

### **1.2 INVESTMENT OPPORTUNITY**

The City of Winter Haven is offering a unique opportunity to invest in an ideal location within a vibrant, economically active community in the Central Florida Region. More than 36,000 people call Winter Haven home with an additional 35,000 people residing in the surrounding suburban area. The City stretches over 40 square miles, eight of which take the form of sparkling, fun filled lakes. Winter Haven prides itself in a high quality of life rooted in the natural environment, well maintained parks and recreation facilities, outstanding arts and cultural experiences, special events that provide countless opportunities for families, neighborhoods, and business partners to grow and connect as a unified community.

### **1.3 COMMUNITY VISION**

The City’s vision for the downtown district and the “Primary Activity Center,” which includes this Property, is to promote a high intensity of mixed uses, including residential, retail and offices that complement and enhance the existing character of downtown while facilitating continued economic vitality and growth. The 2013 vision document, “Aspire Winter Haven,” calls for more intense patterns of development that emphasize downtown living and supports a well-balanced, mixed-use development community that is welcoming, walkable, aesthetically pleasing, green and full of thriving small businesses.

The City’s Primary Activity Center and downtown district serves as the center of commerce and a destination for residents of the City, the larger suburban area and other nearby cities and towns. Existing partnerships between the City and downtown businesses has resulted in a very vibrant, active, pedestrian friendly downtown with retail shops, restaurants, and offices. The City desires to build on this success with the reuse/redevelopment of the Property for a use(s) that will attract people to downtown and complement existing businesses and architecture.

### **1.4 PROJECT GOAL**

The City’s goal with the redevelopment of this property is to facilitate the development of a retail commercial, office, residential and/or hotel units in the Downtown District. Although proposals are expected to range in scope and scale, proposals will be judged and compared against each other according to the listed criteria in Section 6.0. The best proposal may not necessarily be the largest or the one with the least amount of public investment, but rather the proposal that best leverages public and private resources to maximize the opportunity of the site and builds upon other existing and future developments in the downtown area.



*The Central Park district is located two blocks west of the Property. Winter Haven is where "Community Happens." It's not just about what we have, but who we are as residents. Our "Quality of Life" is a way of life, and something we choose to make a priority.*

## **2.0 BACKGROUND AND OVERVIEW**

### **2.1 PROPERTY STATUS**

The City purchased the Property September 29, 2006 for \$1,099,168. The Property was originally purchased as part of a larger initiative to acquire multiple parcels of land for the construction of a downtown parking structure. The design and subsequent construction of the parking garage did not require the use of the Property. A one story masonry building of approximately 9,433 square feet, originally constructed in 1940 and 1947, currently occupies the 10,811 square foot Property. Prior to the City purchase of the Property in 2006, the building was used as an office building by the U.S. Social Security Administration.

On May 24, 2010, the City Commission approved a Funding and Cooperative Use Agreement with the Ridge Art Association for the use of the Property for its offices and exhibit space. The Agreement contemplated a \$100,000 contribution from the Ridge Art Association and the City towards the renovation of the structure. Due to funding challenges this did not occur and the property was vacated May 31, 2013.

Parcels (I.D. no.s. 262829-62100-023101 and 262829-621000-023130) located on either side of the City Property are privately owned and are not part of this RFP. The 14 foot wide alley located immediately north of the Property is public. The property located north of the alley is owned by the City and contains a parking garage, which provides free public parking.

The City has not performed a site assessment or a Phase I environmental report for the property.

## 2.2 LOCATION



Winter Haven is a community of more than 36,000 people, located in Polk County between Tampa and Orlando. The area features gentle rolling hills of Polk County and 50 fresh-water lakes that touch, or are contained within Winter Haven. Twenty-four of the lakes are connected by a system of navigable canals better known as "The Chain of Lakes."

Winter Haven is the home of LEGOLAND Florida, the newest and largest LEGOLAND theme park. The main campus of the four-year Polk State College is also in Winter Haven. Florida's newest university, Florida Polytechnic University, with its inaugural class in August 2014 is located 25 minutes northwest of the Property.

The Winter Haven Municipal Airport – Gilbert Field, located approximately 5.5 miles north of the Property, offers the best flight combination for business and pleasure. This hybrid airport offers general aviation and business opportunities in one state-of-the-art setting. The 13,300 square foot terminal building and 440+ acre airfield provide business and aviation related resources.

Nearby, visitors enjoy Historic Bok Sanctuary (Bok Tower Gardens) just minutes away. Winter Haven is an excellent location to raise a family or to retire and enjoy a mild climate all year. With Disney World, Busch Gardens, SeaWorld and Universal Studios all within an hour's drive, it is a perfect "home base" for vacations, too.

Downtown Winter Haven is located in the heart of the City and is comprised of many historic buildings that have been restored over the years and are home to a variety of businesses, including retail, office and residential. It is part of the Core Improvement Area and the Community Redevelopment Area (CRA).





*Central Avenue looking west. The Property is located on the right next to a pedestrian crosswalk and public transit stop.*



*Winter Haven's State-of-the-art public library is located one block from the Property and has more than 1,200 visitors a day. The library recently implemented the Information Commons to increase digital literacy skills in the community. This technology area includes computers for public access and a new Science, Exploration, Education, Design (SEED) Lab.*

## 2.3 COMMUNITY ACTIVITY

Over the past decade the downtown district has gone through major redevelopment. The grid pattern street layout enables safe pedestrian and vehicular access throughout the area. The walkable downtown is more easily accessed with connections to pedestrian friendly alleys, sidewalks, trails and even a public bus terminal.



*Winter Haven's award winning parking garage is located in the heart of downtown at 220 Avenue A, NW, immediately north of the Property, across a 14 foot wide paved, accessible alleyway.*

Projects completed in this area include the Third Street improvement project, which includes new sidewalks, crosswalks, and landscape along Third Street, NW from Avenue B, SW to Avenue D, NW; construction of the library on Avenue A, NW, completed in 2004; the Central Avenue and Central Park Improvement projects completed in 2005; the downtown parking garage, which is a three (3) story structure containing 267 parking spaces completed in 2012; the Third Street Trail and Roadway Improvement Project completed in 2013; and the Avenue B, NW Trail Project completed in 2013.

Main Street Winter Haven, Inc. designated in 1995, was formed to help create a downtown that is aesthetically pleasing and a multifaceted destination. Main Street has focused on the four point approach; organization, promotion, design and economic restructuring, to revitalize downtown. Main Street believes downtown is the heart of our City; a vital part of our community that reflects its unique character. Each year Main Street organizes a number of events in downtown, including:

- Oktoberfest
- First Thursday events (i.e. Date Night, Art Walk, and business activities)
- Bark in the Park
- Rockin Valentine
- Carols in the Park – annual two (2) day art/craft event



In addition to Main Street events, there are a number of other community activities held in downtown, through partnerships with organizations and the City of Winter Haven. These events include:

- Central Park Art Festival
- Crusin' Winter Haven – a monthly car show
- Pickin' in the Park – monthly live music
- Dulcimer Night – monthly live music
- Chain of Lakes Cycling Classic – Annual one day bicycle races through downtown – currently in its fourth year
- Family Fun and Fitness at the Fountain – held twice monthly September – May
- Polk County Family Week – one day health event for families
- Florida Outdoor Sculpture Competition and Central Park Stroll
- Rock N' Freedom Fest – 4<sup>th</sup> of July Celebration
- Jazz in the Park – Annual event put on by the Symphony Guild in Central Park
- Ghouls' Night Out - Annual event for Halloween
- Snow Central – An annual event, featuring 70 tons of snow, snow slides, train rides, a visit from Santa and much more

Each year there are more than 100 special community events held in downtown.



*"Bark in the Park" is just one of the many regular community events strategically located in the Central Park corridor, two blocks from the Property.*

## 2.4 MARKET ACTIVITY

Downtown Winter Haven is experiencing a strong and active market in part due to the improvements over the past 10 years as well as future development plans. The City's investment of over \$9 million in public improvements along with the recent and planned private sector investments totaling over an estimated \$5 million are changing the complexion and economic dynamics of the City's downtown district. This is evident by the on-going activity, which includes a luxury 9-unit apartment building currently under construction one block from the Property, on the southeast corner of 2<sup>nd</sup> Street, SW and Avenue A, SW. As well as the numerous other projects that include:

- The current negotiations to acquire a six story, historic, building located on Central Avenue in downtown with the anticipated future use of residential units with anticipated funding from historic tax credits.
- The pending transaction on a 7,000± square foot single-story building on a prominent corner of downtown with the anticipated future use of residential and retail.
- There is a 10,000+ square foot building on Fourth Street, across from Central Park under contract for sale with anticipated future use of retail and office.
- Renovations continue on a two-story building at Fourth Street and Central Avenue, across from Central Park with anticipated future use of retail and office.
- Renovations have been completed on a three story, office, building in the heart of downtown.
- Renovations have been completed on a single story office building in central downtown.
- A retail shop recently relocated from their 3<sup>rd</sup> Street location to a larger, 6,800± square foot, space one block north.
- The proposal for a 70-unit apartment complex to be located just out of the downtown business district on Avenue G, NW, to the northwest of the Property.
- The historic Ritz Theatre located on Central Avenue, adjacent to the Property, has provided entertainment and a sense of community for residents of Winter Haven and surrounding area for more than 50 years. Built in 1925 for vaudeville and silent movies, the Ritz has been undergoing renovations to restore the building to its original glory. As fundraising continues to this day, the doors are open and there are a number of events, live performances, civic events, and private parties that take place on the site.

Some of the businesses that recently have located downtown include:

- The Cheese Room, LLC at 254 West Central Avenue, Suite B
- Leap Boutique, Inc. at 303 3<sup>rd</sup> Street, NW
- Chef Boy R D's on Central Avenue
- Winter Haven Hair Salon at 20 3<sup>rd</sup> Street SW
- Julie Pope Dantzler Counseling Services at 20 3<sup>rd</sup> Street, SW
- Rafool, Snyder, Tingley & Associates at 250 3<sup>rd</sup> St NW Suite 100
- Moore & Associates, CPA at 451 East Central Avenue



- Jiles Law P.A. at 312 W Central Avenue
- Taylor & Associates, Attorneys at Law at 225 Avenue B, NW, Suite 101

The Winter Haven market is also active with projects that include the construction of a new 152 room, themed, hotel currently under construction at LEGOLAND Florida located approximately 6 miles southeast of the Property. In addition, the CSX Intermodal Terminal Facility operations began in April 2014 at the state-of-the-art facility located in southeast Winter Haven on 318± acres approximately 10 miles south of the Property. The terminal features five 3,000 foot loading tracks and two 10,000 foot arrival and departure track. The terminal incorporates cutting-edge technology that is efficient, innovative and environmentally friendly<sup>1</sup>. The 318± acre terminal is surrounded by 930 acres that is planned for development of up to 7.9 million square feet of warehouse distribution centers, light industrial, and office facilities with a reported investment of \$400 million.



*Luxury apartment building currently under construction located one block from the Property.*

## **2.5 BUSINESS/MARKET ASSISTANCE**

Assistance is available for existing and new business development, including identifying prospective tenants through several organizations. These organization work collaboratively with the City to promote a common vision for downtown Winter Haven, which includes the

<sup>1</sup> CSX Press Release, April 2, 2014



objectives of high intensity mixed uses, including residential, retail and offices that complement and enhance the existing character of downtown while facilitating continued economic vitality and growth. These organizations include the following:

- Winter Haven Economic Development Council
- Main Street Winter Haven
- Winter Haven Chamber of Commerce
- Central Florida Development Council (CFDC)
- Small Business Assistance Center with the CFDC

## **2.6 PUBLIC TRANSPORTATION**

The Property is located on the Winter Haven Area Transit (WHAT) and Polk Transit Route 30 with a transit stop located adjacent to the Property on West Central Avenue. Additionally, the WHAT transit terminal is located a walkable six (6) blocks northwest of the Property on Avenue E, NW. Connection to locations throughout Polk County can be made from the WHAT terminal facility.



## **2.7 ZONING**

The current zoning of the Property is Downtown Business District (C-1) which supports the intended development of the site. Redevelopment of the Property will require a minimum of two (2) stories. Development within the C-1 zoning district is exempt from requirements to provide for off-street parking, off-street loadings areas, and landscaping. Expedited permitting and site plan review will be applied to a successful project proposal on the Property.

## **2.8 UTILITIES**

The property has access to all typical utilities included but not limited to potable water, sanitary sewer, electric, telephone, storm water, solid waste, and natural gas.

## **2.9 EDUCATION**

Winter Haven boasts a community that cares about its schools and children. Businesses and individuals alike are involved in our public education system and its goals, through advocacy, community engagement, and collaborative partnerships to assure that Winter Haven schools are unequalled in quality, relevance and student performance. Winter Haven students attend 11 elementary schools, four middle schools, and two high schools with options for magnet, charter, parochial and private schools. Incredible opportunities arise beginning in middle school with pre-academies and escalate at the high school level. Technobiotics, Cyber Security, Engineering, Agri-Business, and Imagination programs are available and are heavily supported by area businesses. There are Law, Business, Hospitality, Culinary, Fashion, and Medical Academies offering students in-school enterprises to provide real world experiences.



Winter Haven is home to Polk State College (PSC), which is located approximately 1.5 miles northeast of the Property. PSC offers dual enrollment courses as well as a Collegiate High School program making it possible for high school students to graduate with their AA degree free of charge. PSC offers over 20,000 students a year a cost effective and affordable Bachelor of Applied Science, Bachelor of Science, Associate of Arts and Associates in Science degrees, as well as a wide range of certificate and workforce training options. PSC's Advanced Technology Center, located 20 minutes from

the Property, is home to the Corporate College and offers high-tech programs such as Engineering Technology and Supply Chain Management. PSC outranks all other Florida State College System Institutions in job-placement, well-exceeding the statewide job placement average of 74%. Florida's newest university, Florida Polytechnic University, which is dedicated entirely to S.T.E.M., is located just 25 minutes from the Property. Florida Polytechnic's inaugural class begins August 2014 and possesses average SAT scores of 1850.

The Public Education Partnership (PEP) of Winter Haven, a grass roots organization totally run by volunteers, was developed to assure schools are unequalled in quality, relevant, and student performance.

## 2.10 DEMOGRAPHICS

Uniquely located in the center of Florida's emerging mega-region between Tampa and Orlando, the Winter Haven area population is a large and diverse mix of residents who enjoy fantastic outdoor climate, an active lifestyle and an array of options to satisfy all interests. The Property is located within a one hour drive of both Orlando and Tampa.

Distance from Winter Haven	Total Population	Number of Households	No. of Households incomes greater than \$100,000,00
50 miles	3,606,209	1,376,482	183,813
75 miles	7,355,538	2,946,033	381,800
100 miles	8,970,933	3,625,104	456,567

Drive time from Winter Haven	Total Population	Number of households	No. of households with income greater than \$100,000
60 minutes	2,209,869	841,763	111,225
90 minutes	5,343,293	2,089,670	314,512
120 minutes	7,675,209	3,088,742	435,269

8/30/2012

Source: [www.esri.com](http://www.esri.com) and Gary Ralston, CCIM, SIOR, CPM, CRE, SCLS

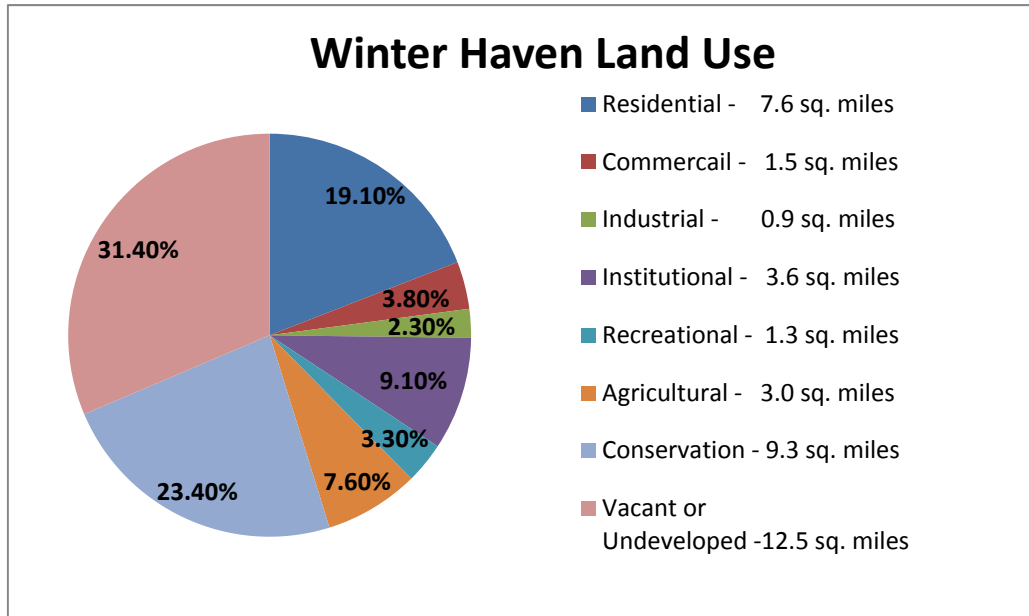
	2.0 mile radius of Property	3.0 mile radius of Property	5.0 mile radius of Property
2014 Population	23,389	43,423	91,169
2019 Population Projection	23,061	43,322	93,235
2014 Households	9,704	17,204	35,212
2019 Household Projection	9,618	17,233	35,931
2014 Household Income >\$100,000	840	1,499	3,219

Population				
<u>Year</u>	<u>Suburban Population</u>	<u>City Population</u>	<u>Numeric Change from Previous Year</u>	<u>Percent Change from Previous Year</u>
2013	78,530	36,280	1,892	5.5%
2012	77,890	34,388	276	0.01%
2011	76,219	34,112	238	0.01%
2010	73,806	33,874	-590	0.1%
2009	72,786	34,464	60	0.2%
2008	71,789	34,404	835	2.5%
2007	71,262	33,569	2,150	6.8%
2006	69,954	31,419	2,695	9.4%
2005	65,766	28,724	839	3.0%
2004		27,885	1,018	3.8%
2003		26,867	271	1.0%
2002		26,596	35	0.2%
2001		26,561	74	0.3%
2000		26,487	465	1.8%

Except for the 2000 and 2010, annual population estimates are produced by the University of Florida, Bureau of Economic and Business Research (BEBR).



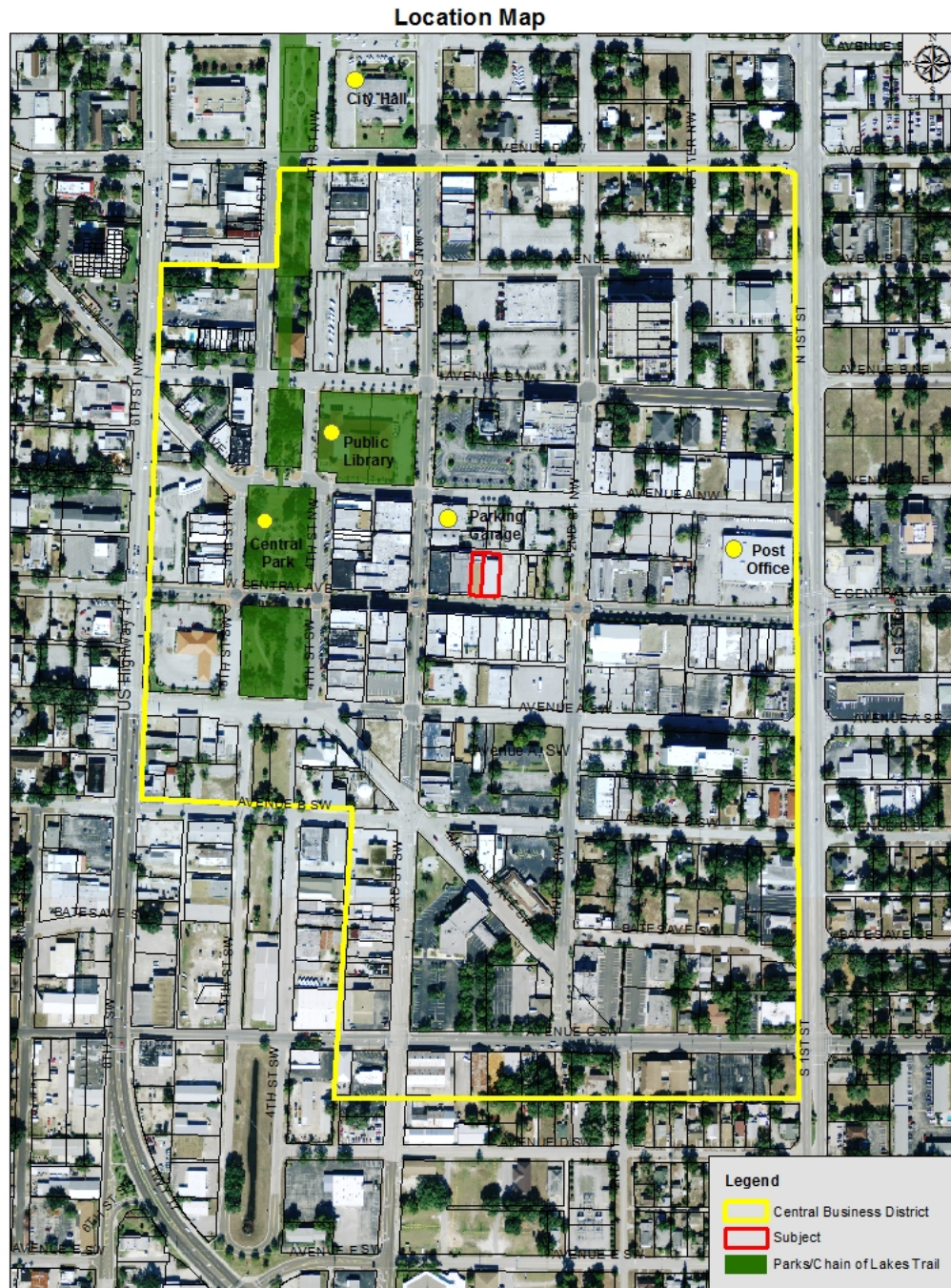
		2010 Census		2013 Estimate	
Population	Under age 20	8,308	25%	8,642	25%
	Ages 21-64	18,024	53%	17,411	50%
	Ages 65 and over	7,542	22%	8,432	24%
Employment	Per capita income	\$21,107		\$23,081	
	Median household income	\$36,895		\$38,678	
	Average household income	\$48,288		\$51,522	



*Old meets new in the redeveloped downtown district where Winter Haven's rich history blends with the current needs of the community.*

### 3.0 PROPERTY INCLUDED

The property included in this RFP is the parcels located at 245-255 W. Central Avenue Parcel identification numbers 262829-621000-023120 and 262829-621000-023110. (See Attachment "A").



*The Property is ideally located in the center of the Central Business District within walking distance of community events and services, the Chain of Lakes Trail, local restaurants, retail shops, personal services, and public transportation.*



#### **4.0 RFP PROCESS**

- 4.1 The selection process will include the submittal of a written proposal (in response to this RFP) which will be the starting point for selecting a firm. The City shall consider proposals in their entirety, including the financial and legal ability of the respondent(s) to fulfill proposal requirements. Respondents must submit documentation to demonstrate their ability to perform, and must exhibit the necessary development experience to successfully execute their proposed project through all development stages up to and including timely completion. This includes responsibility for assembling a development team, managing team members, executing an agreement with the City, providing direction through the pre-development process, and implementing and completing the proposed project.
- 4.2 Factors to be used in judging proposals may include, but are not limited to, job creation, private investment, impact on ad valorem revenue, services and/or economic benefit made available by the project, the quality of design and architecture, the percentage of local contractors/subcontractors, and the proposal's consistency with the City's plans for the Downtown District. The City reserves the right to entertain multiple proposals or reject proposals if deemed in the best interest of the City. Selection criteria are discussed in more detail within this RFP.
- 4.3 The CITY will use a Professional Services Committee (PSC) - consisting of a minimum of three (3) City staff members, a representative of the Enterprise Zone Advisory Committee, and the Executive Director of the Winter Haven Economic Development Council- for recommendations in the selection process.
- 4.4 After review of the submitted RFPs, and if deemed necessary by the City, up to three (3) firms/teams will be asked to make an oral presentation to the PSC which in turn will forward a ranking of the short-listed Proposers to the City Manager. The City Manager shall then finalize the ranking and engage in competitive negotiation with the top-ranked firm/team in order to negotiate an Agreement with the top ranked firm/team and make his recommendation to the City Commission.
- 4.5 If in the sole judgment of the CITY, a contract cannot be successfully negotiated with the City Manager's top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the City Manager's second-ranked firm. If a contract cannot be successfully negotiated with the City Manager's second-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the City Manager's third-ranked firm, and so on. The CITY reserves the right to negotiate any element of the proposal and terms in the best interest of the CITY.
- 4.6 Firms (including shortlisted firms) will not receive any stipends or compensation for their proposals provided under this solicitation.
- 4.7 The successful proposer(s) shall have ninety (90) days from the date of selection to enter into an acceptable contract with the City and shall be required to comply with all City and State requirements. There is no guarantee that the sale will occur.



## **5.0 SITE PURCHASE PRICE**

- 5.1 Provide a specific purchase price for the property. The City will consider market rate pricing for the property. At the City's sole discretion, the price could be negotiated based upon the overall development proposal and the economic benefit. This includes the projected performance of a project to achieve City objectives such as permanent job creation paying above median income wages, market rate housing units, and expansion of the City's tax base.
- 5.2 The Property is located within the Downtown Community Redevelopment Area, Core Improvement Area, and the Enterprise Zone. These special area districts offer development incentives such as:
- impact fee exemptions (except utilities),
  - a reimbursement of utility service taxes paid the preceding year,
  - a 50% reduction of Business Tax Receipt fees for five years,
  - building material sales tax refund, and
  - jobs tax credit (both corporate income tax and sales tax), enterprise zone tax credit, and business machinery sales tax refund.



*Central Park is the site of many community activities identified in Section 2.3 of this RFP. The Central Park Fountain area is one of the many locations in downtown that attracts everything from special events to community members taking a stroll. This beautiful downtown destination has hosted weddings, bicycle & wiener dog races, and even television commercials.*

## **6.0 RATING SYSTEM FOR PROPOSALS**

A rating system will be utilized by the PSC to score and rank each proposal. Proposers are encouraged to keep their proposals concise – no more than 40 pages (20 pages double sided) – with limited marketing materials. At a minimum, each Proposal must address the following criteria:

	<u>Maximum Points</u>
1. General Information	10
2. Experience and Qualifications of Firm/Team	20
3. Job Creation/Economic Benefit of Project	20
4. Consistency of Project with Downtown District	20
5. Local Participation and Staffing Plan	10
6. Organizational Resources	<u>20</u>
TOTAL POSSIBLE POINTS	100

Each criterion is further described below. Proposals must provide responses and information sufficient for evaluation under the pertinent rating system described below. The City reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

### **6.1 General Information (10 Points):**

Provide a detailed description of the project, including number of units and/or square footage of various uses, if applicable. Provide a general description of the firm and/or team. Explain the legal organization of the proposed firm and/or team.

List the Florida professional (Architect, Engineer, General Contractor, etc.) and applicable licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or firm.

### **6.2 Experience and Qualifications of the Firm/Team (20 Points):**

Identify at least three (3) comparable projects in which the firm and/or team members have been involved with in the last 10 years. For each project identified, provide the following:

1. Description of project.
2. Role of firm. If General Contractor, identify percentage of work self-performed.
3. Project's final construction cost.
4. Construction completion date.
5. Project owner.

6. Reference information, per project (one current contact name and title with telephone number, fax number and e-mail address).

**6.3 Job Creation/Economic Benefit of Project (20 points):**

Describe the overall economic benefits that will result from the purchase and subsequent redevelopment of the property by your firm/team. This should include the number of jobs created during construction as well as the number of long-term jobs created/located in the Downtown District as a result of the project. Describe the residential units, if applicable, including proposed rental rates along with the anticipated demographic profile, disposable income, and spending habits of the tenants/owners. Also describe – in detail - how the project will impact the City's ad valorem revenue. Special consideration will be given to a project that positively affects the overall Downtown District financially as well as aesthetically.

**6.4 Consistency of Project with Downtown District Goals (20 points):**

- 6.4.1 Describe how your project is consistent with and will advance City established/stated goals and objectives related to the Downtown District and the Downtown Community Redevelopment Plan. These goals are outgrowths of various City policy statements and embodied in certain City capital projects within the Downtown District. Examples of these projects include Central Avenue and 3<sup>rd</sup> Street streetscape, the municipal library, the Downtown Trailhead Park, and the parking garage. The construction of the three story, 267 space, parking garage was completed in April 2012 and is located just north of the subject. Special consideration will be given to a project that includes the construction of residential and/or hotel units, as this has been a long-standing goal of the City.
- 6.4.2 Provide an architectural illustration(s) or rendering(s) of the proposed project to help illustrate how the proposal meets the City's objective of complementing the existing downtown fabric.
- 6.4.3 Proposed uses located in the Downtown Business District are exempt from parking requirements. However, it is important to understand the parking demand of the proposed development and impact on existing on-street and off-street parking. Therefore, proposals must include a parking analysis, which identifies the direct impact the project will have on existing and future parking spaces. The analysis must address parking demand of the proposed uses and the net impact on parking within an identified radius of the property or "parking shed." The City will consider a pedestrian connection to the parking garage that does not interfere with vehicular access for the alley which separates the parking garage from the property.

**6.5 Local participation and staffing plan (10 points):**

The City desires strong local participation on this project. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent of your work expected to be done locally, as well as the intent/capacity to affect the local economy through the use of local labor, vendors, sub-contractors, and resources.

**6.6 Organizational and Financial resources (20 points):**

- 6.6.1 As part of the evaluation process, the City has the responsibility of taking into account the size and complexity of the project under construction, and be assured that the firm/team has the organizational and financial resources required to successfully deliver the contemplated



project. Please describe your operational stability, corporate financial resources, bonding capacity and insurance limits.

6.6.2 Financial feasibility of the proposed project – at a minimum, provide the following:

- Sources and uses of funds for the development,
- Project development budget (total development cost),
- Project operating Pro Forma with clear explanation of all assumptions, and
- Any market data which demonstrates the feasibility of the projected revenue streams.

6.6.3 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five (5) years. Identify any claims arising from a contract, or otherwise resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and the outcomes.

## **7.0 PROJECT SCHEDULE**

Please provide a proposed development schedule for the project. The City anticipates that the project will be completed within a 24 month period beginning with the date of closing.

## **8.0 RISK**

Proposers responding to this RFP do so at their sole expense and risk. Subsequent to the issuance of this RFP, the CITY reserves the right to:

- Make changes to the RFP;
- Cancel this RFP;
- Request clarifications;
- Negotiate modifications to proposals; and
- Reject any and all proposals for any reason whatsoever.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or short-listed for this project.

## **9.0 CLARIFICATIONS AND ADDITIONAL INFORMATION**

The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the PSC may consider any further elaboration by the Proposers of any information previously submitted.

## **10.0 CONTACT WITH CITY OFFICIALS AND EMPLOYEES**

All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) **will refrain, under penalty of disqualification**, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Professional Services Committee, the Mayor, Commissioners, City Manager's Office, Department Heads and other staff. This policy is intended to create a level playing field for

all potential firms, assure the contract decisions are made in public and to protect the integrity of the selection process.

#### **11.0 PARTNERSHIP / CORPORATIONS / AGENTS**

- 11.1 When a Proposer is a partnership or joint venture, the Proposal shall be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements shall be included as part of the proposal.
- 11.2 When a Proposer is a corporation, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office. The Proposal shall also bear the seal of the corporation.
- 11.3 Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status from the Florida Department of State.
- 11.4 The person(s) signing each Proposal shall certify that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the PSC will rely in part on such certification in selecting the short-listed firms.
- 11.5 Failure to submit required documents, with the proposal may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.
- 11.6 At the City's sole discretion, based upon the proposed financial structure and development concept, personal guarantees may be required.

#### **12.0 CHANGES IN PROPOSER ENTITY/TEAM**

The Proposer is responsible to promptly notify the City as to any change in the information in its submitted proposal. Failure to inform the City within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the project.

Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions or substitutions in a Proposer's team after it has submitted its proposal require a showing of good cause and must be clearly identified by the Proposer; and the reasons for the changes must be provided.

Decreases in scoring may result from the reconsideration of changes in the project team. No increases in scoring will result from the reconsideration of changes in the project team.

#### **13.0 ASSIGNMENT OR TRANSFER**

The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City. The City has sole discretion whether or not to consent to any contemplated assignment.

#### **14.0 INDEMNIFICATION**

The selected Proposer shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and other persons employed or utilized by the Proposer in the performance of the Agreement.

#### **15.0 PUBLIC ENTITY CRIMES WARNING**

Notice required by F.S. §287.133(3)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. §287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

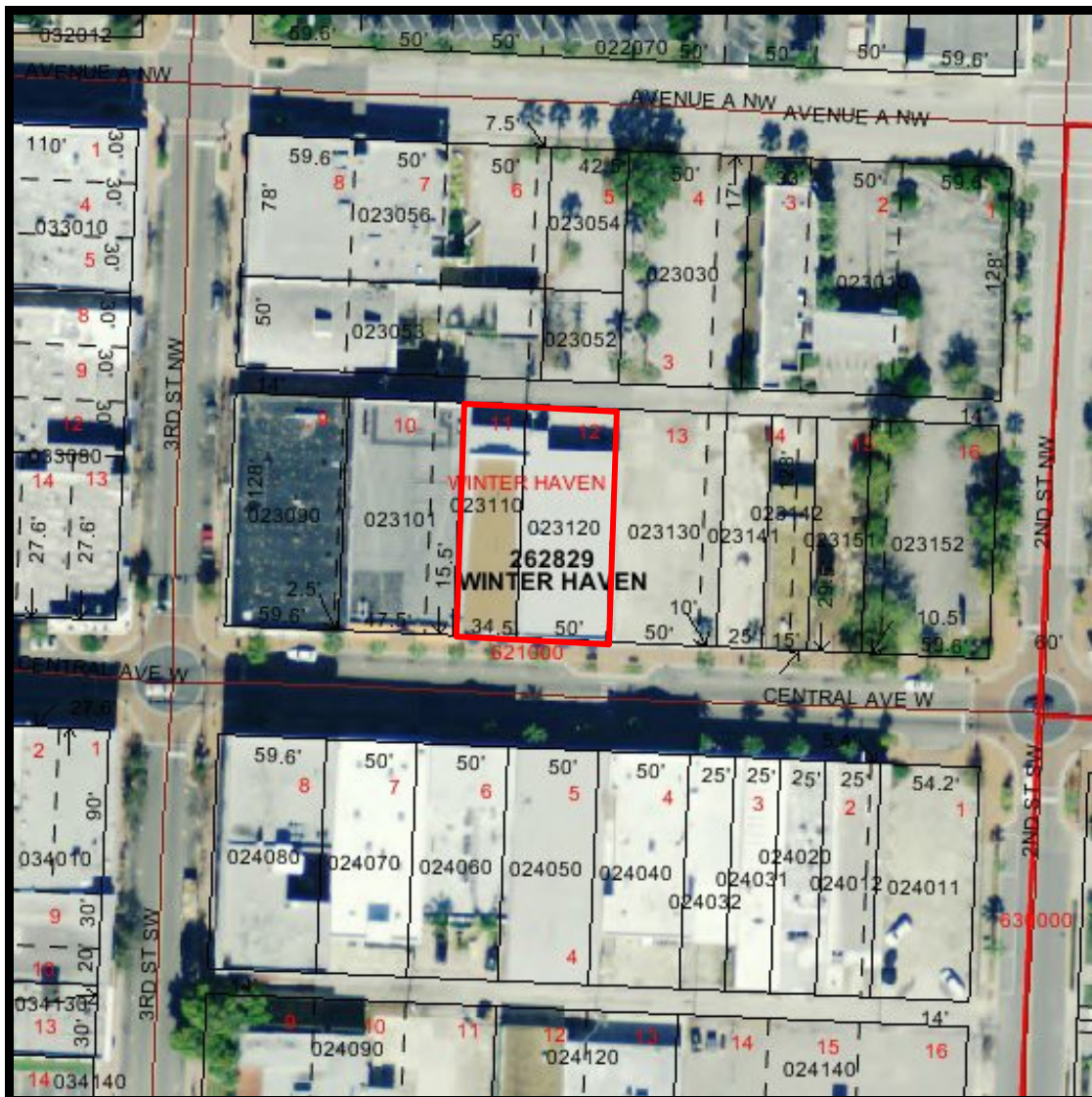


The recently completed Chain of Lakes Trail Avenue T Pedestrian Bridge connects 3.6 miles of the Chain of Lake Trail, *begins in downtown Winter Haven and extends north of Lake Alfred, Florida.*





**Exhibit "A"**



Parcel I.D. 262829-621000-023110 - 255 West Central Ave., Winter Haven, FL, 0.1014 acres

Parcel I.D. 262829-621000-023120 - 245 West Central Ave., Winter Haven, FL, 0.1469 acres

**1) GENERAL CONDITIONS:**

- a) Bidders are required to submit their proposals subject to and upon the following express conditions:
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- e) It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Services Division at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Procurement Services Division not later than ten (10) days prior to the bid opening date.
- f) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- g) The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.
- h) Unless detailed elsewhere in the bid documents, proof of insurance naming the City as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars.

**2) DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the City.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the Procurement Services Division Director in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. The Procurement Services Division is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Procurement Services Division Director.
- d) **CITY:** The City of Winter Haven, Florida or its authorized representative.
- e) **CONTRACT:** The Contract executed by the City and the Contractor, and shall include all Contract and Bid Documents.



- f) **CONTRACTOR:** The successful bidder who enters into a Contract with the City to complete the project.
- g) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) **DOCUMENTS:** The Bid Documents consist of the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- i) **INDEMNIFICATION:** Bidder/Contractor shall hold harmless, indemnify, and defend the City, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in both trial and appellate matters in any judicial and/or administrative tribunal) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify the City and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The City shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Bidder/Contractor indemnity is required.
- j) **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- k) **INSURANCE:** As specified in the bid documents.
- l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:
  - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein.
  - ii) The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- m) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City it will:
  - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status
  - ii) will submit such reports as the City may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- o) **TITLE:** The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
- p) **WARRANTY:** The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Contractor, that this provision exists.

### 3) SUBMITTING A “NO BID” OR A “NO CHARGE”:

- a) Bidders that wish to not bid on some of the item(s) sought by this solicitation must mark those item(s) as “No Bid.” However, if some of the item(s) are being offered at no charge, then bidders must mark those item(s) as “No Charge.” Items that are left blank shall be considered a “No Bid” for that item, and the bid shall be evaluated accordingly.

### 4) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Services Division Director. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Procurement Services Division. In addition, all Addenda will be posted for review by the General Public on the City web site:

<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID>

- b) A notification will be emailed to vendors who are registered for that particular bid on the web site.
- c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

### 5) PROTEST PROCEDURES:

The City of Winter Haven encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal Invitations To Bid shall include the following statement: **“NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.”**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Procurement Services Division Director.
- c) **NOTIFICATION:** The Procurement Services Division shall post all recommendation of awards available for review by the General Public on the City web site: <http://www.egovlink.com/winterhaven/postings.asp?listtype=BID> . A notification will be emailed to vendors who are registered for that particular bid on the web site.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City’s Procurement Services Division Director a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Procurement Services Division Director no later than three o’clock (3:00) p.m. on the third (3<sup>rd</sup>) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays). In addition, a non-refundable protest bond (the “Bond”) in the amount of one thousand dollars (\$1,000.00) in the form of a cashier’s check payable to the City of Winter Haven must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Services Division Director shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.
- i) If during tolled action, the City Manager determines that an Emergency Purchase is necessary, as defined in this Procurement Manual, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Services Division Director within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:
  - i) City bid number and/or title (if applicable).
  - ii) Name and/or address of the City department, division or agency affected (if known).
  - iii) The name and address of the affected party, and the title or position of the person submitting the protest.
  - iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
  - v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
  - vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
  - vii) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Procurement Services Division Director will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Assistant to the City Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Procurement Services Division Director or designee. The City Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Services Division Director or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City Manager. The agenda for the protest meeting will be:
  - i) The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
  - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the City of Winter Haven.
  - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
  - iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.
- g) The Protest Committee will render their recommendation in writing to the City Manager within five (5) workdays of the bid protest meeting. The City Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.
- h) Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10<sup>th</sup> Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

## 6) RESPONSES

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Bid Documents. No bid will be accepted after the specified deadline or at any location other than that specified in the Bid Documents. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time and place stated in the Bid Documents.
- b) The Procurement Services Division Director may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.
- c) Sealed bids, proposals, or replies received by the City pursuant to an Invitation to Bid are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.



- d) If the City rejects all bids, proposals, or replies submitted in response to an Invitation to Bid and the City concurrently provides notice of its intent to reissue the Invitation to Bid, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued Invitation to Bid or until the City withdraws the reissued Invitation to Bid. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.
- e) Bid and a non-collusion affidavit should be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed proposal to the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the desk telephone of the Executive Assistant to the Financial Services Director.**
- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission in the Bid Documents prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.
- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

**7) OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:**

- a) The City of Winter Haven encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

**8) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:**

- a) Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- b) **In the procurement of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

**9) STATEMENT OF BIDDER'S QUALIFICATIONS:**

- a) Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

**10) LOCAL PREFERENCE ORDINANCE**

- a) **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**
- b) Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city

commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:

- c) Except as exempted in this policy, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the procurement of goods and services when bids are sought as follows:
  - i) When bids are received and the lowest bid price does not exceed \$15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
  - ii) When bids are received and the lowest bid price does not exceed \$25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
  - iii) When bids are received and the lowest bid price does not exceed \$50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
  - iv) When bids are received and the lowest bid price does not exceed \$150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
  - v) When bids are received and the lowest bid price does not exceed \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
  - vi) When bids are received and the lowest bid price exceeds \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.
- d) The provisions of this ordinance shall not apply to the procurement of goods and services by the City of Winter Haven involving the following entities and/or situations as follows:
  - i) Purchase and or sale of real property,
  - ii) Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
  - iii) Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
  - iv) The purchase of personal property to the extent governed by Florida Statute 287.084.
  - v) Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

## **11) EQUAL EMPLOYMENT OPPORTUNITY:**

- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may

thereafter require to assure compliance.

## 12) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.
- b) The MSDS shall be maintained by the City and must include the following information:
  - i) The Division/Department to which the material was shipped.
  - ii) The chemical name and the common name of the toxic substance.
  - iii) The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosivity, and reactivity;
    - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - v) The emergency procedures for spills, fire, disposal, and first aid.
  - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
  - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## 13) \*NOTICE\*

- a) **A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**
- b) **Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the City if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria.**

## 14) UNAUTHORIZED ALIEN(S)

- a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.



- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at 1-888-464-4218.

#### **15) ACCIDENT PREVENTION:**

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with these reports.

#### **16) ASSIGNMENT OR NOVATION:**

- a) The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Contractor, may be made without the consent of the City.

#### **17) PATENT INFRINGEMENT:**

- a) The Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

#### **18) PROGRESS OF WORK:**

- a) If the Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Contractor's right to proceed with the work by giving it written notice.
- b) If the City terminates the Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the City does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

#### **19) CONTRACTOR PROVIDED INSURANCE**

The contractor must carry workers compensation, general liability and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars. Current copy listing the City of Winter Haven as Certificate Holder must be provided to the City within 48 hours after awarded. **(No workers compensation exemptions – contractor must meet insurance requirements).**

## **20) INDEMNIFICATION BY CONTRACTOR**

- a) The Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

## **21) LIENS:**

- a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

## **22) CONSTRUCTION AND CONSULTING EVALUATION:**

- a) The award of contracts by the City of Winter Haven for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the City will consider the previous performance of any bidder who may have completed work for the City of Winter Haven or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to the Procurement Services Division for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the City of Winter Haven. Furthermore, the City may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

## **REQUIRED LIMITS OF INSURANCE**

[Form INS 10/96]

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

\$ 2,000,000.00 (Each Accident)

\$ 2,000,000.00 (Disease-Policy Limit)

\$ 2,000,000.00 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

	<u>* Column A</u>	<u>** Column B</u>
General Aggregate	\$ 2,000,000.00	\$ 2,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00	\$ 2,000,000.00
Fire Damage (any one fire)	\$ <u>Nil</u>	\$ <u>Nil</u>
Medical Expense (any one person)	\$ <u>Nil</u>	\$ <u>Nil</u>

\* Applicable to this Contract only

\*\* Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and  
Property Damage Combined \$ 2,000,000.00

4. Protection for the City - The minimum limits for Owners Protective Liability Coverage shall be the amounts specified as the minimum "Each Occurrence" and "General Aggregate" limits for the Commercial General Liability Coverage in Column B of Paragraph A.2 above.



## CONTRACTOR NOTIFICATION

TO: ALL CONTRACTORS / SUB-CONTRACTORS

FROM: THE CITY OF WINTER HAVEN

SUBJECT: ASBESTOS-CONTAINING MATERIALS IN THIS BUILDING

Asbestos-Containing Material (ACM) is present in many buildings. The presence of ACM does not necessarily mean that a hazard exists; however, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid the disturbance of ACM.

It is possible that you may encounter ACM while working in buildings. Therefore, workers must exercise caution and be watchful for materials that might contain asbestos. Avoid disturbing ACM or suspected ACM as you carry out your work.

If your work necessitates the disturbance of ACM you shall take whatever precautions are necessary to protect human health and the environment from asbestos fibers. At a minimum, you must comply with all Federal, State, and Local laws governing working with asbestos.

**Your employer is responsible for assuring that you are medically certified, trained, and equipped with the proper personal protective devices for safe handling of ACM. You must notify the Facility Asbestos Contact Person before disturbing any asbestos-containing materials in the buildings.**

## CERTIFICATION OF DRUG-FREE WORKPLACE

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
CITY                      STATE      ZIP

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

CITY OF WINTER HAVEN WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF WINTER HAVEN MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

Name

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the  
Title \_\_\_\_\_ Company  
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_  
Name

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

**RFP Submittal Cover Page** (this does not count as part of the maximum page limit)

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Date

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Name of Company

---

Authorized Signature

---

Printed Name

---

Type of Company (Corporation, LLC, Partnership, etc.)

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Title/Position

---

Physical Address

---

City

State

Zip

---

Email address

---

Telephone Number

---

Federal Employer I.D. # (FEID)

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Fax Number

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Received Addenda #'s\_\_\_\_\_

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

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