

* REQUEST FOR PROPOSAL *

- I. The CITY OF KISSIMMEE (the "City") is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2024-001 Downtown Kissimmee Community Redevelopment Agency (DKCRA) Brand Strategy**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, seven (7) copies and (1) electronic copy on CD or Flash Drive.
- III. To be considered proposals MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00pm January 25, 2024.

- IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department, 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30pm January 25, 2024.
- V. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VI. The bidding Consultant's business name and address shall be clearly shown on the exterior of the sealed envelope.
- VII. The City reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Consultants desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.


Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the Consultant's acknowledgement that it is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the Consultant's schedule. Each Consultant is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Consultants should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All proposals shall be submitted in a sealed envelope on the forms included with this solicitation with the Consultant's business name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the Consultant selected for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The Consultant in default may be held liable for any added cost to the City incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

Proposals will not be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Consultants may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. An award will be made to the lowest responsive and responsible Consultant complying with the provisions of the Request for Proposal, provided that such award is in the best interests of the City.

The City reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City. Consultants are cautioned that no communication with any City employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Coordinator. Awards will be posted in the Purchasing Office after Commission approval. Consultants are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful Consultant(s).

1.9 BILLING AND PAYMENT

The City will pay all proper invoices submitted for supplies and/or services within thirty (30) calendar days. To be considered a proper invoice, two copies of same must be submitted to the City's Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by the City . The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the Consultant. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the Consultant's request and at its sole expense. The City will not be held responsible or liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Consultants should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any Agreement resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued, the City will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, Consultant certifies or in the case of a joint proposal each party certifies that:

- A. It has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this proposal.
- B. That Consultant has not divulged or discussed it's offer with other Consultants.
- C. Prices offered have been determined independently without collusion with other Contractors for the purpose of restricting competition.
- D. No attempt has been made to induce any potential Consultant to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Consultants electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City participates in a Central Florida Purchasing Cooperative (CFPC). All Consultants awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Consultant.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Consultants, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Consultant who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Coordinator;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City's Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

1.21 PUBLIC RECORDS

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party. If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741. The Consultant shall keep and maintain public records required by the City to perform the service.

1.22 SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS: Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Consultant based on the Consultant's social, political, or ideological interest. 287.05701 Prohibition against considering social, political, or ideological interests in government contracting.

- (1) As used in this section, the term "awarding body" means:
 - (a) For state contracts, an agency or the department.
 - (b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
- (2) (a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- (b) An awarding body may not give preference to a Consultant based on the Consultant's social, political, or ideological interests.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, F.S. for CATEGORY TWO for a period of 36 months from the date of being

placed on the convicted vendor list".

2.2 INDEMNITY: Consultant will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this Agreement.

Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

Consultants shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Consultant; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Consultant shall act, at its reasonable discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the RFP opening date. **Last day for questions is January 11, 2024 by 4PM.** Phone inquiries will not be responded to.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all Consultants who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available online. Consultants, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to Request for Proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County

individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 FEES AND LICENSURE COST: This proposal requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the Consultant's place of business.

2.8 TERMS: The term of this Agreement is from the date of execution to the completion of the Project.

2.9 This RFP contains pages 1 - 24. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

3.0 SCOPE OF WORK:

A. INTRODUCTION

The City is currently seeking proposals from qualified firms to develop a branding strategy for the Downtown Kissimmee Community Redevelopment Agency (DKCRA) area. The purpose of this branding strategy shall be to differentiate the DKCRA area as a unique destination location offering a variety of activities including local shopping and dining, government affairs, recreation and leisure activities, and more. The new brand shall be used in future marketing and advertising campaigns.

B. PROJECT PHASES

1. Research and Community Engagement

The Consultant must include descriptions of community engagement efforts that will take place during this process. The Downtown Kissimmee CRA area has a very involved and engaged community. The selected firm will work with City officials to identify appropriate agency representatives, business organizations, developers and citizens who can provide input into the development of a branding plan for the Downtown Kissimmee CRA. These individuals will be brought together early in the process to provide insight and vision regarding the corridor. This group will be reconvened at the conclusion of the work effort to provide review and comment of the final products. The consultant will be expected to employ both formal and creative means of public engagement to ensure that all segments of the community are aware and involved in the project.

2. Develop Brand Strategy

Create a brand that is easily recognized and able to be used to help market the Historic Downtown Kissimmee and Downtown Kissimmee CRA to future developers, residents, visitors, and businesses.

Brand elements should include logos, fonts, color palette, design elements/icons, and slogan/tagline for Downtown Kissimmee CRA. Tagline should be adaptable

and be able to fit a variety of uses, i.e. business recruitment, community

engagement, special events, etc. Logo should be complimentary to existing City of Kissimmee logo, please see Attachment “C” for City of Kissimmee Branding Guide for current City logo.

The branding must be able to be used across varying mediums, including printed materials, wayfinding signage, social media, and other online publications. The proposal should exemplify the following as part of the brand strategy:

- a. Uniformity – The brand should convey a common message and image to audiences both within and outside of the City of Kissimmee and Downtown Kissimmee CRA.
- b. Community Identity/ Pride – Identify and promote what makes the Downtown Kissimmee area distinct and appealing in a regionally competitive environment for investors, businesses retailers, visitors, and residents.
- c. Community and Economic Development Promotion – promote a healthy economy, attract private investment, new residents and young professionals, and retain key businesses. A defined message that will market the Downtown Kissimmee area locally, statewide, nationally, and internationally as a great place to live, work, play and do business; the right place for development, redevelopment and investment; the perfect mix for a business-friendly community
- d. Flexibility – The brand must be flexible and adaptable in order to meet the needs of a variety of departments and municipal functions within the City as well as groups and businesses within the overall brand. It must also be flexible enough to grow and evolve along with any changes in the market.
- e. Endorsement – The brand must be authentic and resonate with citizens, businesses, employees, and community groups within the City and throughout the region in order to gain the broadest possible support for the initiatives. It must be relevant to the City of Kissimmee, but also reflect the desire to move forward.

3. Marketing Campaign and Evaluation Plan

Develop a marketing strategy to be used by the City to solidify the brand and gain public buy-in for new overall Downtown Kissimmee CRA brand. Plan should include detailed timeline for roll out, suggested ideas to bring awareness to new brand, evaluation plans to review brand awareness.

C. ABOUT DOWNTOWN KISSIMMEE CRA

The City and especially the DKCRA area has a rich history anchored in the cattle industry. First established in 1883, the City of Kissimmee was a major port town for steamboats traveling across the Kissimmee River. The next years brought exponential growth with the expansion of rail lines to Kissimmee, creation of Osceola County Courthouse, and the creation of the Cattleman’s Association. With the creation of Walt Disney World, the Kissimmee area at first thrived as a major tourism hub, but as Walt Disney World continued to expand on their own property, Kissimmee entered a period of decline.

The Downtown Kissimmee CRA was established in 1992 with a goal to eliminate

conditions of blight that were identified through the Finding of Necessity report. Over the

years various plan updates have supported continued redevelopment of the downtown area through improvements to Kissimmee Lakefront Park, streetscape improvements, and incorporating contemporary planning principles. The Downtown Kissimmee CRA is guided by a four-point action plan to meet their redevelopment goals:

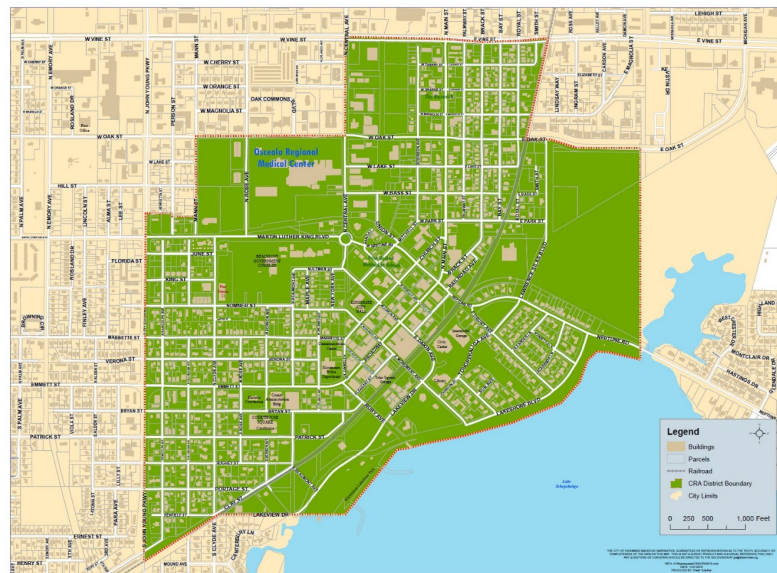
1. Reinvigorate Downtown Neighborhoods
2. Unify Themes and Treatments for the Public Realms
3. Establish and Reinforce Connections
4. Activate Opportunity Sites

Downtown Kissimmee is the county seat and urban center of Osceola County. Forbes magazine declared Osceola County one of the fastest growing counties in the country. Present land uses in Kissimmee's downtown range from commercial office, retail, restaurant, residential uses of varying densities, and concentrations of institutional and government operations. Older residential neighborhoods, including historical registered homes, surround the commercial area of the Downtown Kissimmee CRA district.

Downtown Kissimmee is home to an intermodal station, which is home to [SunRail](#), Amtrak and LYNX bus system. Downtown businesses, shops, restaurants and the Lake Tohopekaliga waterfront are all a short walk from this station. Additionally, the City of Kissimmee and Downtown Kissimmee CRA are seeking developers for a full service or near full service hotel to be built at the current site of the Kissimmee Civic Center.

The City's Comprehensive Plan includes an adopted Future Land Use Map within the Future Land Use Element that depicts potential future development patterns for the City's 2030 planning horizon. The primary future land use within the Redevelopment Area is Mixed-Use Downtown (MU-D), which encompasses 86% of the area's total acreage at 456.9 acres. This designation is intended to act as an activity hub for government centers, retail and business districts, and quiet residential streets with restored structures. The remaining 14% of future land use within the Downtown Kissimmee CRA is reserved for conservation and recreational purposes, focused within the Kissimmee Lakefront Park and Brinson Park areas.

Today, the Downtown Kissimmee CRA is an area of great diversity and is home to a large Puerto Rican population. The brand strategy should seek to honor Kissimmee's rich history while embracing the diversity seen within the city today.



D. DELIVERABLES

- a. Downtown CRA brand strategy will include the following, presented in a Branding Packet Booklet:
 - Downtown Kissimmee CRA logo and tag line
 - Brand color palette and font styles
 - Brand statement
 - Samples of ad copy/layouts
 - Pole banner designs
 - Wayfinding graphic design
 - Collateral designs examples such as shirts, water bottles, hats, (swag), etc.
- b. Four meetings total throughout duration of project; one kick-off meeting plus three meetings with staff and stakeholders. (Hourly for additional meetings requested by the City)
- c. Minimum monthly reports outlining significant meetings, discussions, actions and results.
- d. Consultant shall present a draft of the Brand Strategy to the CRA Board prior to finalizing the deliverables, for the purpose of receiving feedback and making revisions at the direction of the Board
- e. 10 copies of the Branding Packet Booklet and 1 copy in electronic format (pin drive). Electronic version of final documents must be provided in a compressed or web view as well as a printer-ready version.

E. SUBMISSION REQUIREMENTS

Qualifications

1. Cover letter describing the make up of your firm/company, each member's relevant experience, and the key personnel to be involved with this project. Please clearly identify any team members having permanent local offices in the Kissimmee area and address the familiarity of the team or individuals with downtown Kissimmee. Also, please address whether or not the members of the team have previous experience working together or in Kissimmee.
2. A signed letter attesting that the respondent has read and understands all procedures outlined in this RFP (Use Attachment "B").

Similar Projects

1. Provide a description of at least three (3) previous branding and marketing campaigns you have completed; particularly for another municipality or CRA.
2. References from three (3) projects (with names, addresses, phone numbers and email addresses), the respondent deems relevant to the proposed RFP. (Use Attachment "C").

Proposed Costs

1. Define the total estimated contract amount on a time and materials basis, with a not

to exceed amount. Include the following:

- A list of all phases of work;
- A list of all tasks required to accomplish each phase;
- The estimated material and labor hours for each position classification required to accomplish each task and a current fee schedule including each position classification; and
- The time duration required to accomplish each phase of the work.

F. SELECTION CRITERIA

The Downtown Kissimmee CRA will assemble an evaluation and selection committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top firms for oral presentations or at their sole discretion rank and recommend approval to the Downtown Kissimmee CRA Board. The selection committee will evaluate proposals based on the following criteria:

1. Qualifications – 35 points
 - a. Experience of the firm with this type of project as described in the scope of services.
 - b. Experience of the firm in communities with demographics similar to those in Kissimmee.
 - c. Demonstrates a strong knowledge of creating a brand strategy for a public agency.
2. Methodology – 30 points
 - a. Provided outline of project approach, processes, and delivery timeline.
3. Cost – 25 points
4. Reference from other clients attesting to firms - 10 points
 - a. Quality of work.
 - b. Compliance with performance schedules

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2024-001**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Brand Strategy Services	\$_____

ACKNOWLEDGMENT OF ADDENDA NO.(S)_____(IF APPLICABLE)

(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

(initial) We do not take exception to Specifications.

(initial) We take exception to Specifications as follows:

(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

CONSULTANTS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS
TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO
THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

(typed name/title of signer) EMAIL: _____

TELEPHONE NO.: (____)_____ FAX NO.: (____)_____

NOTICE

RFP2024-001

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____

Phone Number: (____) _____
Fax Number: (____) _____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____

Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals will be followed if none of the tied Consultants 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 proposal 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 proposal, 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 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.

Consultant's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____ 20____, personally appeared

(print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or ____ produced identification. Type of identification produced _____

Attachment B

Understanding of RFP Procedures, Terms and Conditions

(To be returned with submission)

**Invitation to Submit Proposal
City of Kissimmee, Florida
RFP2024-001**

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Development Team: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Attachment C

REFERENCES: Each Consultant must **submit three (3) references with the proposal.** References shall be of similar scope of work as the City to whom the Consultant has supplied the same services. References must be able to attest without reservation to the fact that the Consultant provided the contracted goods/services without a significant problem of any kind.

1. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____
2. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____
3. Company Name: _____
Contact Name: _____
Contact e-mail: _____
Contact Phone Number: _____
Description of Work: _____

Contact Amount: _____ Contact Start Date: _____

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE COMMUNITY REDEVELOPMENT
AGENCY
AND [COMPANY NAME]**

THIS AGREEMENT is made this _____ day of _____ 2024, by and between **[COMPANY NAME]** located at [COMPANY ADDRESS], hereinafter known as “Consultant,” and the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “DKCRA.” The Consultant and the DKCRA are collectively referred to hereinafter as the “Parties”.

WHEREAS, the DKCRA seeks the services of a licensed, qualified and experienced marketing, advertising, or related Consultant to develop a brand strategy for the DKCRA; and

WHEREAS, the DKCRA advertised “Request for Proposals 2024-001 attached hereto as Exhibit “A” and opened bid proposal on XX X , 2023; and

WHEREAS, Consultant satisfied all the specifications and requirements of the Request for Proposal 2024- 001, and was the lowest and most qualified bidder; and

WHEREAS, the DKCRA desires to award RFP2024-001 to Consultant consistent with the terms, conditions and requirements of the proposal specifications.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **TERM.** The term of this Agreement shall be effective from XX X, 2024 to completion of project.
3. **SCOPE OF WORK.** Consultant agrees to perform the Scope of Work outlined in Exhibit “A.” including all “Devilables”.
4. **PAYMENT.** The DKCRA agrees to pay Consultant for good and services as set forth in submitted proposal attached hereto as Exhibit “B.” Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Consultant’s invoice and verification that services have been rendered in conformity with this Agreement, the DKCRA, through payment issued by the Economic Development Department or the CRA Manager, shall pay Consultant in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Consultant shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City’s receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Consultant shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
5. **INDEMNIFICATION.** To the extent permitted by law, Consultant, hereby releases and waives all claims against the DKCRA or the City of Kissimmee, its officers, employees, agents, independent

contractors for any injury or damage to the person, property, or business of Consultant, its agents, employees, sub-contractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any DKCRA properties whether such damage is caused by the DKCRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the DKCRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

Consultant agrees to indemnify and hold harmless the DKCRA and the City of Kissimmee, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof, to the extent caused by Consultant's negligent performance of the Agreement or any breach or default of Consultant.

6. **INSURANCE.** Consultant shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Consultant's fault or negligence in connection with this Agreement. Consultant shall, prior to commencing work, furnish evidence to the DKCRA and/or the City of Kissimmee of required insurance requirement naming the DKCRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation:** Consultant will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
- b. **Comprehensive General Liability:** Consultant will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** Consultant will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** Consultant will provide an umbrella in excess to the coverage in paragraphs (b) and (c) of not less than \$1,000,000.00.

7. **NOTICE.** Any and all notices required by this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a. Notices sent to the DKCRA shall be addressed as follows:
Economic Development Department
Attn: CRA Manager
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

- b. Notices sent to the Consultant shall be addressed as follows:

8. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Consultant from the responsibility to the DKCRA for the proper completion of all work to be executed under this Agreement, and the Consultant shall not be released from the responsibility by any subcontractor agreement the Consultant makes with others. If applicable, Consultant shall be required to furnish to the DKCRA, in writing, a list of names of the subcontractors proposed for the principal parts of the

work within five (5) days of the Notice to Proceed.

9. ASSIGNMENT. Consultant shall not assign this Agreement without the express written consent of the DKCRA.

10. GOVERNING LAW. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any Party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

11. TERMINATION FOR CONVENIENCE. The DKCRA reserves the right to terminate the Agreement in whole or part by giving Consultant written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the DKCRA, the Consultant shall only provide those services specifically approved or directed by the DKCRA. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the DKCRA shall continue to be responsible to the Consultant for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Consultant.

Upon termination, Consultant shall bill the DKCRA for all amounts not previously billed and due to the Consultant at that time. Consultant shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the Consultant, unless specifically approved or requested by the DKCRA. Consultant shall however, be entitled to payment for services commenced and approved by the DKCRA prior to receipt of notice, or with the expressed written consent of the DKCRA, prior to the effective date of termination.

12. TERMINATION FOR CAUSE. If the DKCRA wishes to terminate the Consultant for cause due to the failure of Consultant to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the DKCRA must provide the Consultant with written notice of said failure to perform. The DKCRA must give ten (10) working days from the Consultant's receipt of the Notice to Cure for the Consultant to cure or take reasonable action to commence to cure the performance concerns specified. If Consultant does not take appropriate action within the ten (10) day period, the DKCRA may issue a Final Notice to Cure. Consultant will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the DKCRA can terminate the Agreement. If the Consultant is terminated for cause, the DKCRA may provide or employ any necessary labor and materials in lieu of Consultant to finish part or all of the work under the Agreement or to supplement the work of Consultant, and to deduct the cost thereof from any money, then due or thereafter to become due to the Consultant; and if such cost shall exceed the balance due to Consultant, then the Consultant shall pay the difference to the DKCRA.

13. WAIVER: The DKCRA's failure to act with respect to a breach by Consultant does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

14. HEADINGS AND CAPTIONS: All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

- 15. AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.
- 16. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.
- 17. CHANGES IN WORK ITEMS OR SCOPE.** The DKCRA and the Consultant expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Consultant and the DKCRA. All Change Orders must be approved by the DKCRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Consultant unless the Consultant has received a prior written Change Order, signed by an authorized representative of the DKCRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Consultant as a result of Consultant's failure to properly evaluate the extent of the rehabilitation work.
- 18. BREACH.** Failure of Consultant or the DKCRA to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the DKCRA has the right to terminate this Agreement in accordance with the provisions above. In the event of any default of the DKCRA, except the payments required under the Agreement, Consultant may terminate this Agreement immediately without notice. If the DKCRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Consultant to cure said default, unless the DKCRA disputes satisfactory performance of services.
- 19. EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
- 20. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Consultant.
- 21. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.
- 22. NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the DKCRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
- 23. WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or

claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

24. PUBLIC RECORDS. Consultant acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Consultant shall keep and maintain public records required by the City to perform the service.

If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

- a. If City's Custodian of Records requests records from Consultant, Consultant shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by City, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if Consultant does not transfer the records to City.
- c. Upon completion of this Agreement, Consultant shall transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.
- d. Upon notice to Consultant of a request to inspect or copy public records relating to City's agreement for services, Consultant shall provide the records to City or allow the records to be inspected or copied within a reasonable time.
- e. If Consultant does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
- f. If the Consultant fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.1

25. E-VERIFY. In compliance with Section 448.095, Fla. Stat., Consultant and its

subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a) Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b) City, Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c) City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.
- d) Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e) *Subcontracts.* Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

26. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

27. MODIFICATIONS. Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank]

[Company Name Here]

By: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization by (Name of Person) as (Type of Authority) for (Consultant Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY

By: _____

Mike Steigerwald, City Manager

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney