

Proposals Due: April 29, 2024, at 5:00 pm EST)  
Florida Redevelopment Association  
301 South Bronough Street, Suite 300  
Tallahassee, FL 32301

March 22, 2024

**Subject: Request for Qualifications – Redevelopment Academy Program**

To whom it may concern,

The Florida Redevelopment Association (FRA) is pleased to invite you to submit your qualifications to be considered to assist with updating our Redevelopment Academy Program (Academy). We are seeking a reputable and experienced provider who is knowledgeable about Community Redevelopment Agencies to collaborate with us in delivering a comprehensive and high-quality educational experience to our students.

The Florida Redevelopment Association's mission is to: 1) Provide a forum for members to share knowledge and common experiences regarding redevelopment opportunities and problems; 2) Encourage adoption of legal and financial tools and programs favorable to community redevelopment; and 3) Serve as a statewide clearinghouse for redevelopment information. An important function of the FRA is to advocate on behalf of community redevelopment. The most immediate services we provide are networking opportunities with other members and quality educational programs.

In 2008, the FRA Board saw a need for a comprehensive and robust training program. Education for practitioners and stakeholders of all disciplines in redevelopment is available through courses for CRA staff, Board members, and professionals who provide services to CRAs. That initial concept has developed into the training provided through the Academy.

The Academy is a unique educational program, designed to promote the prerequisite level of knowledge and professionalism required in the field of community redevelopment. The courses are open to anyone interested in learning more about redevelopment practices in Florida.

We are interested in receiving qualifications and proposals from providers who have demonstrated expertise and success in delivering innovative and effective teaching programs.

Thank you for your interest in partnering with the FRA. We look forward to reviewing your qualifications and exploring the potential of collaborating on our Redevelopment Academy Program.

Should you have any questions or require further clarification, please do not hesitate to contact us at [mbennett@flcities.com](mailto:mbennett@flcities.com) or 850-701-3677.

Sincerely,

Jefferey Blomeley  
Executive Director  
Florida Redevelopment Association

## **SECTION 1: Proposal Preparation & Submittal**

### **1.1 Invitation**

The FRA is seeking qualifications and proposals from organizations to review and update FRA Academy Modules and other educational related services as detailed in this solicitation.

### **1.2 Proposals Due**

Sealed proposals must be received on or before the date and time referenced on April 29, 2024, electronically to **Merrily Bennett at mbennett@flcities.com**. Any proposals received after 5:00 pm EST on said date will not be accepted under any circumstances. Under no circumstances shall the FRA be responsible for untimely submissions, late deliveries, or delayed mail.

Please submit your response in electronic format (PDF or Word document) to Merrily Bennett at mbennett@flcities.com no later than April 29, 2024. Include "Request for Qualifications and Proposals – Redevelopment Academy Program" in the subject line of your email.

Proposals which for any reason are not so delivered will not be considered. All proposals will be opened and acknowledged immediately following proposal due date and time.

### **1.3 FRA is Not an Administrative Agency**

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

### **1.4 Preparation of Proposals**

Proposals shall be made according to the format indicated in the RFP. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed electronically or in ink with the name of the Respondent typed below the signature. Where the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A Respondent may be requested to present evidence of its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

### **1.5 Proposal Submittal**

Proposals shall be submitted electronically to **Merrily Bennett at mbennett@flcities.com**. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Proposals received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the Respondent to be sure their proposal is delivered directly to the FRA by the required time and date. The FRA will not be responsible for any proposal delivered incorrectly.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is timely, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal nonresponsive.

## **SECTION 2: Scope of Services**

### **Project Description**

#### **Scope of Work**

Professional services to

1. Review and Update Existing CRA Academy Modules and Exams for overlapping and accuracy. Ensure alignment with learning objectives and content between FRA courses. Review and revise exam questions to ensure alignment with learning objectives, skills/knowledge, and consistency with newly revised content. Eliminate redundancies and/or dated references. Solicit feedback from FRA.
2. Design and FRA format/brand for all course materials to create consistency in format, design, and quality within and between each course in the Redevelopment Academy. Add FRA logos, page numbers, relevant visuals/photos, constant fonts, etc.
3. Review and update the trainer's PowerPoint and Leader's Guide/Notes for each FRA course. Outlines should provide standardized content and learning activities, so that there is consistency between facilitators and course locations.
4. Develop new modules with drafts from the FRA Academy Committee.
5. Prepare all modules to be taught online.
6. Provide a platform for virtual teaching.
7. Provide technical support for online and virtual teaching.
8. Train new Instructors.
9. Provide facilities and resources, classrooms, and technology available to support the delivery of the Academy Program.
10. All final products belong to FRA and need to include FRA logo.

## **SECTION 3:**

### **Proposal Format**

Respondents must respond in the format delineated below.

Submission Guidelines: Please submit your response in electronic format (PDF or Word document) to Merrily Bennett at [mbennett@flcities.com](mailto:mbennett@flcities.com) no later than April 29, 2024. Include "Request for Qualifications and Proposals – Redevelopment Academy Program" in the subject line of your email.

**Submitted Proposals shall be organized and formatted in the below manner and shall include the following information:**

**Tab 1. Cover Letter/Company Profile:**

Provide a cover letter indicating your company's understanding of the requirements/scope of work of this formal solicitation. The letter must be a brief formal letter from the Respondent that provides information regarding the company's familiarity with, and interest in this request for proposal. A person who is authorized to commit the Respondent's organization to provide the services included in the proposals must sign the letter. Provide all names, titles, addresses, telephone numbers, and e-mail addresses.

Provide an overview of your organization, including its history, mission, and values. Highlight any unique features or strengths that set your organization apart.

**Tab 2. Experience and Expertise**

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

Outline your experience in delivering training programs, particularly those targeted towards community redevelopment. Highlight any successful initiatives, innovative teaching methods, or unique educational approaches that you have employed.

The description should identify for each project:

- (i) the client
- (ii) description of work
- (iii) duration of project
- (iv) contact person and phone number for reference
- (v) the results/deliverables of the project

Where possible, list and describe those projects performed for similar public or private entities.

**Tab 3. Key Proposed Project Team**

Provide the curriculum vitae of the team leader and key personnel assigned to this project. Designate a team person that will have the primary responsibility of managing the day-to-day oversight of this account, indicating relevant qualifications and experience. Indicate the role that each of the key personnel will be playing in the development of the requested work products. Provide a resume for each. Provide an organizational chart for the team working on this project.

Describe the qualifications, experience, and expertise of the instructors who would be involved in delivering the Redevelopment Academy Program. Highlight any professional development programs or ongoing training initiatives that you have in place for your staff.

**Tab 4. Facilities and Resources:**

Describe the facilities and resources available to support the delivery of the Academy Program. Include information about classrooms, laboratories, libraries, technology, and any other relevant infrastructure.

**Tab 5. Project Delivery and Approach**

Describe the plan and approach to deliver the scope of services, how the project will be managed to meet schedule and budget requirements. The proposal should identify any challenges or obstacles foreseen. The Respondent is also encouraged to provide innovative approaches that should be considered to accomplish the objectives.

**Tab 6. Professional References**

Proposal should provide names, addresses, and phone numbers for a minimum of three (3) references, from current or previous clients who can speak to the quality and effectiveness of your educational programs.

**Tab 7. Fee Proposal**

Fee proposal to complete the Scope of Work. If the Respondent intends to omit any tasks or requirements listed in the Scope of Work said omission must be described in this section.

**Tab. 8 Required Forms**

Include fully executed forms: Solicitation Submission Acknowledgement, Drug Free Workplace, E-Verify Affidavit, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes Affidavit, Public Records Act Affidavit, a copy of the current Florida Departments of Businesses & Regulation License(s)/ registration with the appropriate Board(s) for your firm if applicable, and a copy of your State of Florida proof of incorporation. If not a corporation, submit a copy of your State of Florida Division of Corporations showing your state registration or your license if you are a sole proprietorship.

**Tab 9. Miscellaneous**

Additional information, which the Respondent feels will assist in the evaluation, should be included.

**SECTION 4: Evaluation Procedure****4.1 Evaluation**

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

**4.2 Criteria**

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

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

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

#### 4.3 Evaluation Criteria

Criteria	Weight	Grade	Total Points	Possible
<b>Experience and Expertise:</b> Respondents are evaluated based on their experience on similar projects, how the projects translate to success on this project, quality of those projects, schedule, problems encountered and the means to solve them.	5	1 to 5	25	
<b>Key Project Personnel:</b> Respondents are evaluated based on the qualifications and relevant experience of the key personnel and consultants proposed for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project.	4	1 to 5	20	
<b>Project Delivery and Approach:</b> Respondents are evaluated based on the team organization, understanding of the scope of work, project management and communication plan, ability to meet budget and provide services in a timely manner.	4	1 to 5	20	
<b>Professional Contacts:</b> Respondents are evaluated based on how relevant the projects are to this RFP.	4	1 to 5	20	
<b>Fee Proposal:</b> Respondents are evaluated based on the proposed cost-effective fee to complete the services in this RFP. If Respondent intends to	3	1 to 5	15	

omit any tasks or requirements listed in the scope of work, the omission must be described and included with your Fee Proposal.			
<b>Total Possible Points</b>			<b>100</b>

100 Total Points to be earned are on a scale of 1 – 100 points, 1 being the lowest, and 100 being the highest.

#### 4.4 Scoring Definitions

1: Poor – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.

2: Below Average – Meets many of the basic requirements, specifications, or provision of the scope, but is lacking in some essential aspects for the specific criteria.

3: Average – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the FRA's need.

4: Above Average – More than adequately meets the minimum requirements, specifications, or provision of the specific scope, and exceeds those requirements in some aspects for the specific scope.

5: Excellent – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

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

- (i) the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- (ii) a Respondent's skill and business judgment;
- (iii) Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- (iv) Respondent's previous conduct under other contracts with the FRA and contracts with any other parties that the Respondent has provided work or services;
- (v) the quality of Respondent's previous work for the FRA and any other parties that the Respondent has provided work or services;
- (vi) Respondent's pecuniary ability and financial stability;
- (vii) the Respondent's previous and existing compliance with laws, ordinances and regulations;
- (viii) Respondent's maintenance of a permanent place of business;
- (ix) Respondent's appropriate successful contractual and technical experience in similar work;
- (x) Proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- (xi) the qualifications of subcontractors whom each Respondent proposes to use;
- (xii) the proximity of Respondent's labor force, equipment, and business operation in relation to the FRA;
- (xiii) Respondent's ability to meet and/or maintain scheduling requirements;

- (xiv) Respondent's quoted prices for services, and
- (xv) Respondent's responsiveness to this Request for Proposals.

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

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

#### **4.5 Tentative Calendar of Events**

1	RFP Issue Date	March 22, 2024
2	Proposals Due to FRA	April 29, 2024
3	Selection Committee Meeting – Evaluation and Ranking	May 17, 2024
4	Final Ranking	May 24, 2024
5	Proposal to FRA Board	August 23, 2024
6	Anticipated Agency Award	August 26, 2024

All times, dates and actions are subject to change.

#### **4.6 Selection Process**

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals.
3. FRA will notify the short-listed firm(s). Respondents will be evaluated based on the virtually oral presentations or interviews conducted, using the same evaluation criteria, a post presentation ranking will be conducted to determine the overall top ranked firm.
4. The FRA will propose an agenda item for the award recommendation to the FRA Board.
5. The FRA Board will make the final selection after considering the recommendations and rankings of the Committee. The FRA is not required to accept the recommendation and rankings of the Committee. The FRA Board's decision will be final.



6. The FRA and the selected Respondent will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the FRA. The FRA reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The FRA has the right to rescind the contract award to the selected Respondent if the FRA and the selected Respondent do not agree upon the contract terms. The FRA reserves the right to reject a Respondent, even if a Respondent is awarded the contract, at any time prior to full contract execution.

#### **4.7 Formal Oral Presentations/Interviews**

The FRA may conduct formal interviews with, or receive oral presentations from, two or more, of the short-listed firms. Oral presentations/Interviews will adhere to the following guidelines:

The FRA will establish the schedule and Respondents will be notified at least five (5) calendar days in advance of the date, time, and place of the presentations/interviews. The specific format of each presentation/interview will be provided to Respondents with the notifications. The FRA will allot equal time for each Respondent. Each Respondent may be asked differing questions.

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

#### **4.8 Post Award Termination**

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

### **SECTION 5: Standard Terms & Conditions**

#### **5.1 Basis of Response/Proposals**

The words "RESPONSE" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms, and conditions. Respondent will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the FRA to promote competition.

It shall be the responsibility of the Respondent to advise the FRA of any language, requirements, etc. or any combination thereof, which the Respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer.

Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

## **5.2 Submission of Supporting Documents**

The successful Respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful Respondent fails to furnish the required documents within ten (10) working days, the FRA may withdraw the award and award to the next lowest responsive, responsible Respondent.

## **5.3 Proposal Prices**

The Respondent warrants by virtue of proposing that the prices, terms, and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the Respondent and shall not be amended after the date and time of the public opening. Any attempt by a successful Respondent to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The Respondent, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities, and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the FRA.

## **5.4 Delivery**

Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met.

## **5.5 Contract Term**

Unless otherwise agreed in a written document approved and signed by the FRA, the contract shall be in effect for twelve (12) consecutive months from the date the Executive Director or other authorized signer signs the contract on behalf of the FRA.

To be effective and enforceable, any changes in the scope of services, extension requests, or fees must be presented by staff to the Agency for approval or rejection. Only upon written consent of both parties and approval of the Agency will changes be enforceable.

## **5.6 Invoicing & Payment**

Unless otherwise agreed to by the FRA, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the FRA only after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the FRA and appropriate for payment. All invoices shall bear the purchase order number or RFP number.

## **5.7 Mistakes**

Respondents are expected to examine the specifications, delivery schedule, prices, extensions, and all other instructions provided herein. Failure to do so will be at the Respondent's risk. The FRA is not obligated to give successful Respondent extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern, and the Respondent's total offer will be corrected accordingly.

## **5.8 Contract Award**

The FRA reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the FRA in the FRA's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible Respondent who submits a proposal meeting specifications in a way deemed most advantageous and best value to the FRA in the FRA's sole discretion.

The FRA further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The FRA reserves the right to make an award to more than one Respondent. The FRA reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents.

Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the FRA. Information received upon such request for additional information or clarification may be relied upon by the FRA in determining the most advantageous proposal for purposes of making an award.

## **5.9 Proposal or Contract Terms at Variance with This Document and the RFP or Specifications**

This formal solicitation expressly limits acceptance to the terms of this document. If the Respondent submits a proposal that contains additional terms and conditions then, at the option of The FRA, it may award the contract to such proposal but without the contractual terms that were included in the RFP and which are inconsistent with or different from the language in this invitation, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken. The Respondent hereby agrees that by making a submission based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the FRA. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.

- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the FRA under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the FRA reserve all warranty rights and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the FRA to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the FRA shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- i. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken .
- j. Any provision that purports to establish liability against the FRA for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

## **5.10 Modifications & Withdrawals**

Proposals cannot be modified after submitted to the FRA. Respondents may withdraw proposals at any time before the public opening. HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the FRA the services set forth in this formal solicitation, or until one or more of the proposals have been awarded.

## **5.11 Disqualifications**

The FRA reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Respondent. Respondent also warrants that no one was paid or promised a fee, commission, gift, or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

### **5.12 Proposal Costs**

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

### **5.13 Protests & Procurement Policy**

If a protest is filed, it shall be in accordance with the procedures outlined for protests in the FRA's Procurement Policy.

In the event of any inconsistency or ambiguity between the terms of Procurement Policy as compared with the terms of this document and the specifications at issue, the terms of this document and the specification at issue shall govern and control.

If a Respondent prevails in a protest action, the FRA's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent.

No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the FRA to another Respondent, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the FRA, that contends that another Respondent is disqualified from submitting for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Procurement Policy and Florida law. With respect to any assertion that another Respondent is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the FRA Attorney during the course of the protest proceedings.

### **5.14 Agreement**

The resulting Agreement or Contract, which shall include these General and Special Conditions and all Amendments or Addenda issued by the FRA, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the FRA in writing, and approved by the FRA Executive Director, in writing prior to taking effect.

### **5.15 Additional Purchases by Other Public Agencies**

The vendor, by submitting a proposal, authorizes other public agencies to "piggyback" or purchase commodities or services being proposed in this formal solicitation at prices proposed, unless otherwise noted on the proposal sheet.

### **5.16 Use of Other Contracts**

The FRA reserves the right to utilize, including but not limited to “piggybacking,” any applicable State of Florida contract, city or county governmental agencies contract, or Central Florida Purchasing Cooperative contract, if in the best interest of the FRA.

### **5.17 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 287.017, Florida Statutes, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Respondent shall provide a certification of compliance regarding the public crime requirements.

In submitting a proposal to the FRA, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the FRA all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the FRA. At the FRA’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

### **5.18 Certificate of Insurance**

The successful Respondent and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the FRA. If awarded a contract the successful Respondent shall be required to attest to insurance coverage for Worker’s Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of one million dollars (\$1,000,000), and other requirements, as summarized on and in the amounts specified on the attached Summation of Insurance Requirements. The successful Respondent shall not commence work under any agreement until obtaining all insurance coverage under this section and until the FRA has approved such insurance.

The FRA shall be included as an ADDITIONAL INSURED on all certificates and policies pertaining to this project, except for Worker’s Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best’s Key Rating Guide rate of no less than “A.” This information will be verified in the FRA’s discretion, and it may be grounds for disqualification if the information is not in order.

### **5.19 Licenses, Permits, or Fees**

It shall be the responsibility of the successful Respondent to obtain all licenses and permits, as required, to complete this service at no additional cost to the FRA.

## **5.20 Termination/Cancellation of Contract**

The FRA reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the contract.

## **5.21 Termination for Default**

The FRA's Executive Director or representative shall notify, in writing, the successful Respondent of deficiencies or default in the performance of its duties under the Contract, via email, or otherwise, to the address provided by Respondent in its proposal.

Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the successful Respondent has received notice of those instances of deficiency. It shall be at the FRA's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to reasons classifiable under the category of Force Majeure.

## **5.22 Termination for FRA's Convenience**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever an FRA representative shall determine that such termination is in the best interest of the FRA. Any such termination shall be affected by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the FRA shall have no other obligations to successful Respondent.

Successful Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

## **5.23 Drug-Free Workplace**

The Respondent, its employees, subcontractors, and its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the FRA premises by the Respondent.

The Respondent will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions.

The Respondent shall certify that the firm has a drug free workplace policy in accordance with section 287.0878, Florida Statutes. Failure to submit this certification shall result in the rejection/disqualification of the proposal. See attached Drug-Free Workplace Affidavit.

#### **5.24 Indemnification**

The selected Respondent(s) shall be required to provide certain indemnifications in favor of the FRA and its employees and elected and appointed officials and officers in substantially the following form:

Respondent agrees to indemnify and hold harmless the FRA, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the FRA, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars (\$2,000,000) per occurrence, which the FRA and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise, there is no maximum limit of indemnification.

Respondent shall indemnify and hold harmless the FRA from and against all claims against the FRA, or any of its officials, officers, and employees, by any employee of the successful Respondent or of any subcontractor arising out of or concerning the services or work performed under the Agreement between the FRA and the Respondent. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the FRA and the FRA's employees and elected and appointed officials and officers.

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

#### **5.25 Accidents & Claims**

The successful Respondent shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the FRA from all suits, claims, and actions brought against the FRA or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the FRA or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in



protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. See also Summation of Insurance Requirements.

### **5.26 Laws & Regulations**

The successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the FRA against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful Respondent is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the Respondent/vendor on this formal solicitation and the FRA, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the FRA shall be used in the adjudication.

All proposals, questions, conversations are public information including any literature or handouts at any subsequent presentations. The tender of a proposal authorizes release of all of your company's information as submitted.

### **5.27 Communications**

To ensure fair consideration for all prospective Respondents throughout the duration of the formal solicitation process, the FRA prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever, whether oral or written, with any FRA employee, except those listed herein, elected official, selection committee member, or representative of the FRA, from the date of first publication or issuance of the specifications until the FRA Board makes the award. Communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration for award of the RFP or any future RFP.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the solicitation process may be addressed to employees in the FRA's, and the person sending the question agrees that the FRA may furnish a copy of the question to all other RFP holders and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

### **5.28 Cone of Silence**

A Cone of Silence/Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring FRA Board approval, the Cone of Silence/Lobbying Blackout period

concludes at the meeting which the FRA Board will be presented the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the FRA Board refers the item back to the FRA Executive Director and/or for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the FRA Board meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the FRA Executive Director approval concludes upon issuance of a Notice of Intent to Award.

### **5.29 Addenda**

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the FRA's website. All Respondents should check the FRA's website or contact the FRA at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The FRA, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information will be posted on the FRA's website at <http://www.redevelopment.net>. It is the sole responsibility of the Respondent to ensure they obtain information related to Addenda. All addenda must be acknowledged on the Solicitation Submission Acknowledgement Form to be considered.

UNLESS OTHERWISE SPECIFIED, ALL ADDENDA MUST BE ACKNOWLEDGED ON THE SOLICITATION SUBMISSION ACKNOWLEDGEMENT FORM TO BE CONSIDERED RESPONSIVE. FAILURE TO ACKNOWLEDGE ALL APPROPRIATE ADDENDA MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL.

### **5.30 Subcontractors**

The successful Respondent shall not employ subcontractors without the advance written permission of the FRA's Executive Director. The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation.

### **5.31 Assignability**

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the FRA's Executive Director.

### **5.32 Waiver, Alterations, Consent & Modification**

No waiver, alterations, consent, or modification of any of the provisions of the resulting contract shall be binding unless in writing and signed by the FRA Executive Director.

### **5.33 Fiscal Year Funding Appropriations**

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

### **5.34 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the resulting contract may be cancelled by the FRA and the successful Respondent will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal, or otherwise recoverable.

### **5.35 Proprietary Information**

All Respondents should be aware that Request for Proposals and the proposals thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their proposal which they consider confidential, trade secrets, and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting or confidentiality laws that apply.

### **5.36 Compliance**

All companies doing business with the FRA must do so in the English language and make proposals or other monetary quotations in U.S. currency. There shall be no customs, duties, or import fees added to the cost shown in the proposal. In the event of any legal disputes, the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP, or any resulting contract or purchase, shall be in a court of competent jurisdiction in Florida.

### **5.37 Equal Opportunity Employment**

The Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082) (c)(2), or most recent.

By entering this Contract, the Respondent becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract

is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Failure to abide by § 448.095, Florida Statutes, makes the Respondent liable for any additional costs incurred by the FRA as a result of the termination of the Contract pursuant to such statute.

### **5.38 Fair Labor Standards Act**

Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

### **5.39 Unauthorized Aliens**

The FRA shall consider the employment by Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for determination by the FRA of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

### **5.40 False Claims**

If the selected Respondent is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Respondent, Respondent shall be liable to the FRA for an amount equal to such unsupported part of the claim in addition to all costs to the FRA attributable to the cost of reviewing said part of Respondent's claim. The FRA and successful Respondent acknowledge that the "Florida False Claims Act" provides civil penalties not more than ten thousand dollars (\$10,000) plus remedies for obtaining treble damages against contractors, or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Respondent agrees to be bound by the provisions of the Florida False Claims Act for purposes of any resulting agreement, and the work or services performed hereunder.

### **5.41 Reductions in Work**

The FRA shall have the sole right to reduce or eliminate, in whole or in part, the Scope of Work, any Project, or any Service Authorization at any time and for any reason, upon written notice to the successful Respondent specifying the nature and extent of the reduction. In such event the Respondent shall be fully compensated for the work or services already performed, including payment of all Project specific fee amounts due and payable prior to the effective date stated in the FRA's notification of the reduction.

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

### **5.42 Disclaimer of Liability**

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

#### **5.43 Defenses Reserved**

The FRA reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, or any other privilege, immunity or defense afforded by law to the FRA and its employees, officials and officers.

#### **5.44 Compliance with Occupational Safety & Health**

Respondent certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Respondent further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Respondent certifies that all employees, subcontractors, and agents shall comply with all O.S.H.A. and State safety regulations and requirements.

#### **5.45 Severability**

If any term, provision, or condition contained in this RFP or in any resulting agreement relating thereto shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this RFP or any resulting agreement relating thereto, or the application of such term or provision shall otherwise be fully enforceable.

#### **5.46 Counterparts**

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

#### **5.47 Lien**

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

#### **5.48 Authority to Bind FRA**

No officer or employee has the authority to bind the FRA to the terms of this formal solicitation. A majority vote of a quorum of the members of the FRA Board present at a duly noticed meeting, shall be required to bind the FRA to the terms of this formal solicitation.

#### **5.49 Breach**

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

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

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the FRA is terminated or removed from further work by the FRA for a default in the performance under the resulting agreement, the FRA may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent, contract with the next highest ranked Respondent that is ready, willing, and able to complete the work or services if such is determined by the FRA to be in the FRA's best interest.

### **5.50 Limitations on Damages**

If the Respondent is delayed in completing its services or work through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any resulting agreement relating to this RFP or any services authorization, then, in the FRA's reasonable discretion, and upon the submission to the FRA of evidence of the causes of the delay, the Respondent may be granted an extension of its Project schedule equal to the period the Respondent was actually and necessarily delayed, as Respondent's sole and exclusive remedy.

In no event shall the FRA be liable to the Respondent for damages caused by delays, impacts, disruption, acceleration, resequencing, mobilization, demobilization, remobilization, and/or interruptions regardless of the cause. Respondent expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in performance of the work or services, and Respondent expressly waives all other remedies for any claim for increase in any resulting agreement relating to this RFP's Contract price or sum, damages, expenses, losses, or additional compensation. Any submission to this RFP shall be an indication that Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the date of the submission as compiled by the National Weather Service and measured at the Orlando International Airport.

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission. No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

**IN NO EVENT SHALL THE FRA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL DAMAGES, DELAY DAMAGES, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY RESPONDENT OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE RESPONDENT OR BY THE FRA UNDER THE AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THE AGREEMENT.**

### **5.51 Ethics**

The selected Respondent shall not engage in any action that would create a conflict of interest in the performance of the actions of any FRA official, officer, employee or other person during the course of performance of, or otherwise related to, this RFP or any resulting agreement. Respondent hereby certifies that no officer, agent or employee of the FRA has any material

interest (as defined in section 112.312 (15), Florida Statutes), as over five percent (5%) either directly or indirectly, in the business of the Respondent to be conducted here, and that no such person shall have any such interest at any time during the term of any resulting agreement. Respondents and the selected Respondent shall warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure any resulting agreement relating to this RFP and that Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any resulting agreement relating to this RFP. For the breach or violation of this provision, the FRA shall have the right to terminate the resulting agreement without liability.

### **5.52 Dispute Resolution**

Dispute resolution shall be by pre-suit mediation and litigation held in Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the FRA shall select the mediator who, if selected solely by the FRA, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- i. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or
- ii. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

### **5.53 Procurement Decision**

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

A decision to terminate the solicitation process may be made at any time before the FRA enters a contract with a selected Respondent. A recommendation of contract award does not constitute a contract. The award of contract to the selected Respondent is subject to FRA Board approval and the execution of an Agreement with terms acceptable to the FRA.

The FRA staff makes recommendations to the FRA Board, and the FRA Board ultimately has the authority to award contracts, including the right to re-rank Respondents differently than recommended by the FRA staff.

#### **5.54 Independent**

Contractor Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this RFP, an independent contractor, and not an employee, agent, or servant of the FRA. All persons engaged in any of the work or services performed as set forth herein or relating to this RFP or as part of any resulting agreement regarding this RFP shall at all times and in all places be subject to Respondent's sole direction, supervision, and control. The Respondent shall exercise control over the means and manner in which it and its employees perform the work or services, and in all respects the Respondent's relationship and the relationship of its employees to the FRA shall be that of an independent contractor and not as employees or agents of the FRA.

The Respondent does not and shall not have the power or authority to bind the FRA in any promise, agreement, or representation except as may be otherwise expressly provided herein.

#### **5.55 Tobacco-Free Campus**

Proposer agrees that the performance of all work and services for the FRA shall be tobacco free. Accordingly, Proposer agrees that all of contractor's employees, agents, and those performing work and services for the FRA at the Proposer's direction or control shall refrain from utilizing tobacco in any form on FRA's property. Proposer agrees that this is a material term of this Agreement, and the FRA shall have all available applicable remedies under Florida law if this provision is violated, up to and including, termination of this Agreement.

For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following:

- 1) smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or
- 2) utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

#### **5.56 Title IV Compliance**

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

- a. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;
- b. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as FRA deems appropriate as set forth below; and



c. in the furnishing of services to FRA hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion, or sex.

d. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract and FRA shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as FRA deems appropriate, including but not limited to suspension or debarment from future FRA contracts. In addition to FRA, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. Respondent shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

### **5.57 ADA Compliance**

Respondent shall ensure that all deliverables provided to the FRA and the public, including any and all services provided on behalf of the FRA, complies with the applicable provisions of the Americans with Disabilities Act and any regulations promulgated pursuant thereto. For the purposes of this paragraph, services or deliverables offered via the internet or intranet, in digital format, or via another online or software platform must comply with WCAG 2.0 AA to be deemed ADA compliant. Respondent agrees to indemnify, defend, and hold the FRA harmless from and against any damages, sanctions, penalties, or awards claimed or awarded against the FRA, which claims, sanctions, penalties, or awards arise from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

### **SECTION 6: Check List**

Respondents should use the following check list as a guide to assist in their submittal. This checklist is intended to be used as a tool; not a substitute for Respondents' obligation to read and understand the provisions of this Request for Proposals. Additional items may be required to be submitted by the terms of this Request for Proposals which are not listed below:

Attachment A: Solicitation Submission Acknowledgement

Attachment B: Drug-Free Workplace Affidavit

Attachment C: E-Verify Affidavit

Attachment D: Non-Collusion Affidavit of Prime Respondent

Attachment E: Public Entity Crimes Affidavit

Insurance Type	Required Limits
Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
Employer's Liability	\$500,000.00 each accident, single limit per occurrence
Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

Respondent shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements. Awarded Respondent shall provide the FRA via myCOI with certificates of insurance meeting the required insurance provisions.

The FRA must be included as an ADDITIONAL INSURED on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as FRA.