



City of Winter Springs, Florida
1126 East State Road 434
Winter Springs, Florida 32708

REQUEST FOR PROPOSALS 2050 COMPREHENSIVE PLAN SERVICES

PROPOSAL : RFP- 03-24-01 TR

DATE: March 06, 2024

Sealed Proposals will be received by the City of Winter Springs (CITY) Procurement Department, located at Winter Springs City Hall, 1126 East State Road 434, Winter Springs, Florida 32708, until:

**March 27, 2024
2:00 p.m., local time
FOR
2050 Comprehensive Plan Services**

Said Proposals shall conform to the minimum requirements outlined in the Request For Proposal. The CITY reserves the right to reject any and all offers and to waive minor informalities.

The City issues this Request for Proposals in order to select a Proposal for further contract negotiation. Selection by the CITY Commission may not result in the formation of a contract.

Submission and Receipt of RFP's:

PROPOSERS shall submit their Proposal response to this RFP by:

Providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of your RFP response to this office by the date and time indicated above.

The outside of your package must be clearly labeled with the RFP number, title, opening date and time, and the name and address of the PROPOSER. The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the CITY's deadline requirements.

Offers received after March 27, 2024 at 2:00 p.m., will be rejected.

Deadline for questions is **March 15, 2024 1:00pm local time**

Any Addenda will be issued by 5:00pm on **March 18, 2024** if questions are received and require clarification.

If you have any questions regarding this Request for Proposal, please contact Stuart MacLean, Procurement Manager, at (407) 327-7581, or via email at smaclean@winterspringsfl.org and Nick Tafelsky, Senior City Planner at 407-327-5968, or via email at ntafelsky@winterspringsfl.org

PROPOSAL AND ADDENDUM DOCUMENTS CAN BE DOWNLOADED FREE OF CHARGE FROM:

www.demandstar.com

or

<https://www.winterspringsfl.org/rfps>

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PART I
SCOPE OF SERVICE/EVALUATION CRITERIA
FOR
RFP 03-24-01 TR
2050 Comprehensive Plan Services

Background

The City of Winter Springs is located in Seminole County Florida, which is part of the Orlando-Kissimmee-Sanford Metropolitan Area. As of 2021 the City of Winter Springs has a population of 38,317, covering 14.99 square miles.

Scope of Service

The City of Winter Springs Comprehensive Plan has reached an age where significant changes and improvements to the document are warranted. The Comprehensive Plan has five (5) Elements which are due for review by September 1, 2024 – Future Land Use, Multimodal Transportation, Housing, Infrastructure, and Intergovernmental. Staff anticipates that these 5 Elements will be the initial priority, with the remaining Elements to be reviewed and updated afterwards.

The Plan and its Elements should highlight the positive aspects of the city, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the limited remaining development opportunities, lack of commercially zoned land, environmental challenges associated with the proximity to Lake Jesup and five creeks, and rapid growth & change in the community is expected. The final Plan should present a clear and unified vision for the future of the city.

The selected consultant will perform the following scope of work:

1. Conduct a full review of the comprehensive plan, including data and analysis, and policy review.
2. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.
3. Update data and analysis within the Housing, Future Land Use, Multimodal Transportation, and Infrastructure Elements.
4. Review and update all elements of the comprehensive plan to remove excess wordiness and unnecessary detail.
5. Ensure that all elements comply with the minimum 10-year period as required by Florida Statutes and any elements needing changes to comply with the minimum 10-year period are adopted by the City Commission no later than September 1, 2024.
6. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated no later than June 1, 2025.
7. Compile a list of needed and recommended changes to the City's Land Development Code and related documents.

These are general requirements for the comprehensive plan update and are not intended to be a comprehensive list of tasks. It is expected that the chosen consultant will provide the city with more specific recommendations regarding approaches and tasks based on their experience and expertise from past work on comprehensive plan projects.

Products and Deliverables

The following are some of the deliverables that are expected to be included with the comprehensive plan update. This list is not all inclusive and there may be other deliverables agreed upon.

Comprehensive Plan Document

A completed Comprehensive Plan that incorporates that expected changes and improvements outlined in the Scope of Work. The city also expects that drafts of the various elements will be provided to city staff for review before they go to the Planning & Zoning Board and City Commission.

Public Engagement Materials

The Consultant is expected to create and utilize public engagement materials as a part of the comprehensive planning process. Presentations given at public engagement event(s) are expected to be one of the deliverables. The goal of the public engagement is to ensure that voices from all areas and backgrounds within the city are heard and recognized, with specific efforts made to include low to moderate income, minority, and elderly or disabled residents.

GIS Data

Relevant GIS data and digital map documents used in the creation of maps and other documentation for the comprehensive plan update. GIS data formats and standards shall be created in consultation with city staff to ensure that the data can be accessed and used later in city operations.

The format and number of copies of deliverables will be negotiated with the selected Consultant.

Pre-Bid Meeting

The Community Development Department invites prospective bidders to an optional Pre-Bid Meeting to be held on Tuesday, March 12 at 11am via Zoom. Please contact ntafelsky@winterspringsfl.org for an invite.

Evaluation Criteria

Proposals will be evaluated by the CITY, and the PROPOSER will be selected based upon, but not limited to, the following criteria:

- a. The background, and experience of the PROPOSER in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- b. Reasonableness/competitiveness of proposed costs and/or benefits to the City of Winter Springs. The CITY is not bound to select the PROPOSER who proposes the lowest cost or most benefits for service. The CITY of Winter Springs reserves the right to negotiate fees and/or benefits with the selected PROPOSER.
- c. Determination that the selected PROPOSER has no contractual relationship which would result in a conflict of interest with the CITY.
- d. The PROPOSER's ability, capacity, and skill to fully and satisfactorily, provide these services and/or items required in this RFP.
- e. The quality of the PROPOSER's performance in comparable and/or similar projects.
- f. Whether the PROPOSER can provide the service and/or items in a prompt and timely fashion.

Proposals will be evaluated by the CITY, and selection will be based on, but not limited to, the following scoring criteria:

Criteria:		Max Points:
	Experience: The Proposer's clear understanding of the needs of the CITY as demonstrated by the description of its approach to the elements listed within this document.	
Related Experience/Background with the review of existing Comprehensive Plan elements and developing an action plan to research and identify recommended changes to the existing Comprehensive Plan to ensure it remains current and relevant in addressing the needs of the City		30
Related Experience/Background with the development and implementation of a Comprehensive Plan for a municipality similar in nature to the City of Winter Springs		20
Experience Total:		50
References: Evaluation of the Proposer's work from previous organizations receiving similar services to those proposed within this RFP. See the Mandatory Proposal Form, Reference Information Form.		
Reference 1		15
Reference 2		15
Reference Total:		30
Cost: The cost of the proposal is important to the City; however, based on the evaluation of the other criteria, the City will not necessarily select the lowest proposer. See Appendix A; Cost Worksheet Cost Total:		20
EXTRA BONUS POINTS: Certified Minority Business Enterprise: (3 Extra Bonus Points if Yes) The firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.		3
Total Possible Points		103

Pursuant to Florida Statutes § 287.05701, the CITY shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

Timeline of Events

Release of RFP	March 06 2024
Pre-Bid Zoom Conference – 11:00am Local Time	March 12, 2024
Deadline to receive questions (electronically) - 1:00pm local time	March 15, 2024
Addendum Released by 5:00pm local time	March 20 2024
RFP Submittals Due by 2:00 pm local time	March 27, 2024
RFP Opening 2:15pm local time	March 27, 2024
Evaluation Committee Meeting/Selection Meeting: 3:00 pm local time Determine Recommended Vendor for City Commission approval	April 03, 2024
Possible Selection Committee Meeting to clarify Proposal(s) or oral presentations If necessary	TBD
CITY Commission Approval of Selection and Consideration of Contract	TBD

PART II
INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS
FOR
RFP 03-24-01 TR
2050 Comprehensive Plan Services

Definitions (as used herein)

- a. The term "Request for Proposal" means a solicitation of proposals. The acronym "RFP" means Request for Proposal.
- b. The term "Proposal" means the offer of qualitative evaluations by the PROPOSER.
- c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors, and any other professional service as determined by the CITY.
- d. The term " PROPOSER " means the person, company, or entity making an offer.
- e. The term "Change Order" means a written order signed by the Finance Department or authorized representative directing the PROPOSER to make changes to a contract or purchase order resulting from the RFP.
- f. The term "CITY" means the City of Winter Springs, Florida.
- g. The term "CITY Commission" means the governing body of the City of Winter Springs. The CITY Commission is the only body that can award Proposals.
- h. The term "Evaluation Committee" means a team of CITY staff that will review and rank all Proposals and may provide a recommendation regarding selection of a PROPOSER to the CITY Commission.

Preparation of Request for Proposal

- a. PROPOSERS are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the PROPOSER to make the necessary examinations and investigations, or failure to fulfill every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the CITY or the compensation to the PROPOSER. Failure to properly and fully complete the Proposal is at the PROPOSER's risk. The PROPOSER shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the face page.
- b. The apparent silence of any supplemental minimum requirements as to any details, or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- c. PROPOSERS should submit their response to this RFP by:

Providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of PROPOSER's Proposal to this office by the date and time indicated in Part I Timeline of Events.

The outside of PROPOSER's package must be clearly labeled with the RFP number, title, opening date and time and the name and address of the PROPOSER. The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the CITY's deadline requirements.

- d. The PROPOSER should retain a copy of all documents for future reference.
- e. All Proposals must be signed with the PROPOSER's name and by an officer or employee having authority to bind the PROPOSER by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Proposal. You may use the Sunbiz website screen shot or include a copy of your Corporate Resolution to prove the authority of the corporate signer.
- f. Failure to follow the instructions in the Request for Proposal is cause for rejection of your offer.

Submission and Receipt of Proposals

- a. Proposals must be received before the specified time as designated in the RFP Timeline of Events. A list of PROPOSERS who submitted Proposals will be furnished, upon request, following opening of the Proposals.
- b. Proposals shall be submitted in a sealed envelope. The envelope shall show the opening date and time, the RFP number, and the name and address of the PROPOSER.
- c. The City of Winter Springs is not responsible for the U.S. Mail or private couriers, in regard to mail being delivered by the specified time so that a Proposal can be considered.
- d. Email and Facsimile (FAX) Proposals will not be considered, however, Proposals may be modified by email and FAX notice, provided such notices are received prior to the hour and date specified.
- e. Late Proposals will be rejected.
- f. Proposals having any erasures or corrections must be initialed by the offer or in ink. Proposals shall be signed in ink. All amounts shall be typewritten or completed in ink.
- g. All Mandatory Proposal Forms must be completed and attached to the Proposal.
- h. All costs of Proposal preparation, inspection of the RFP documents, and presentation of the Proposal shall be solely borne by the PROPOSER. The CITY shall not be liable for any cost incurred by the PROPOSER during the preparation and submission of its Proposal in response to this RFP.

Selection of Proposal

SELECTION OF THE PROPOSER AND PROPOSAL DEEMED THE MOST QUALIFIED, MOST ADVANTAGEOUS, AND IN THE BEST INTERESTS OF THE CITY, AS DETERMINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS'S SOLE AND ABSOLUTE DISCRETION, SHALL NOT RESULT IN THE FORMATION OF A CONTRACT. NO CONTRACT SHALL BE FORMED UNTIL FINAL APPROVAL OF SUCH CONTRACT BY THE CITY COMMISSION AFTER SUCCESSFUL NEGOTIATION OF SPECIFIC CONTRACT TERMS DETERMINED TO BE IN THE BEST INTERESTS OF THE CITY BY THE CITY COMMISSION. Negotiations may be terminated at any time by the CITY Manager or CITY Commission if, in his/her/its sole discretion, the CITY Manager OR CITY Commission determines that the negotiation of terms acceptable to the CITY will not be successful.

Only the CITY Commission can select Proposals, authorize the CITY Manager to engage in negotiations, and ultimately enter into a contract.

The RFP Evaluation Committee scores Proposals and provides a recommendation for selection. The recommendation may be adopted by the CITY Commission.

After the initial Evaluation Committee meeting, the Evaluation Committee may require one or more of the top-ranking PROPOSERS to attend a meeting to make an oral presentation, answer questions. This meeting will be exempt from the requirements of the Sunshine Law in accordance with section 286.0113, Florida Statutes. PROPOSER(s) will be notified of any further meeting requirements.

Acceptance of Offer

The signed Proposal shall be considered an offer on the part of the PROPOSER; however, such offer shall be deemed accepted only upon issuance by the CITY of a Purchase Order, Blanket Purchase Order, or execution of another contractual document deemed acceptable to the CITY.

The contract will be awarded to the most responsible and responsive, qualified PROPOSER(s) whose Proposal is deemed the most advantageous and in the best interests of the CITY in accordance with the criteria set forth in this RFP.

The CITY reserves the right to accept or reject any and all Proposals or parts of Proposals, waive minor informalities, and to request clarification of information from any PROPOSER.

Notice of Award, Performance Bond and Labor and Materials Payment Bond

Within ten (10) calendar days from the date stipulated in the Notice of Award notifying PROPOSER that its Proposal has been accepted, the successful PROPOSER shall execute the Agreement. Simultaneously with the execution of the Agreement, PROPOSER shall furnish a Performance Bond and a Labor and Materials Bond each in the amount of 110 percent of the contract price. The bonds shall be secured from a surety company acceptable to the CITY. The forms of the Bonds the successful PROPOSER will be required to execute are included in the RFP Documents. Failure to execute the Agreement and/or to furnish said bonds within ten (10) calendar days from the date of the Notice of Award entitles the CITY to consider all rights arising out of the CITY's acceptance of the Proposal as abandoned and the Bid Bond shall be forfeited. The CITY shall be entitled to such other rights as may be granted by law.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the CITY's Procurement Manager. Should it be found necessary, a written Addenda will be incorporated in the Request for Proposals and will become part of the Service Agreement (contract documents). The CITY will not be responsible for any oral instructions, clarifications, or other communications.

Right to Reject Proposals

The CITY reserves the right to reject any or all Proposals, and to disregard typographical, mathematical, or obvious errors. The CITY will not pay costs incurred by any PROPOSER in the preparation of Proposals.

Compensation

Compensation, which is determined to be fair, competitive, and reasonable, will be considered during the negotiations of a final contract with the selected PROPOSER.

Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the PROPOSER of such occurrence and any contracts entered into between the CITY and PROPOSER shall terminate on the last day of the current fiscal period without penalty or expense to the CITY.

Conflict of Interest

PROPOSER acknowledges and certifies that this Agreement does not violate any ethics provision found in Chapter 112, Florida Statutes, or Chapter 2 of the Code of Ordinances of the City of Winter Springs.

The PROPOSER certifies that, to the best of their knowledge or belief, no elected/appointed official or employee of the City of Winter Springs, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this Proposal. Financial interest includes ownership of more than five percent (5%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the Proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent (10%) of the total Proposal amount.

Additionally, the PROPOSER, on company letterhead, must divulge at the time of Proposal submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Winter Springs who has a financial interest, as defined herein, in providing the goods or services specified in the Proposal. The CITY, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the Proposal.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Options

When the CITY requests Proposals with options; if applicable, regarding the extent of services to be provided, the CITY requests all PROPOSERS to provide a cost breakdown for each option proposed. Although all options may be purchased, some options may not ultimately be purchased. The CITY reserves the right to decide, at its discretion, which options shall be purchased.

The CITY reserves the right to engage more than one (1) PROPOSER if it is believed that different PROPOSERS might best serve the CITY's interests in performing different segments of the work (e.g., one PROPOSER to provide building estimates, and another to provide infrastructure estimates).

Subcontracting

Where PROPOSERS do not have the "in-house" capability to perform work desired in the Request for Proposal, subcontracting may be permitted only with prior knowledge and approval of the CITY. The CITY must be assured of and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. The name(s) of any intended subcontractor(s) should be given in the Proposal.

Failure to Submit Proposal

If PROPOSER does not wish to submit a Proposal, return the RFP and state the reason therefor; otherwise, PROPOSER's name may be removed from CITY's mailing list.

Default of Contract

In case of default by the PROPOSER, the CITY may procure the requested services from other sources and hold the PROPOSER responsible for any excess costs occasioned or incurred thereby.

Modification for Changes

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the CITY unless made in writing by the City of Winter Springs.

Order of Precedence

In the event of an inconsistency between provisions of the RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to PROPOSERS and General Provisions; and (b) the minimum requirements.

Examination of Records

The PROPOSER shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to: records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the PROPOSER for a minimum of one (1) year from the date the contract is completed and accepted by the CITY. If any litigation is initiated before the expiration of the one-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, unless otherwise instructed by the CITY. Should any questions arise concerning this contract, the CITY and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at CITY expense. PROPOSERS shall be authorized to retain microfilm copies in lieu of original records if they so desire.

Any subcontractor(s) employed by a PROPOSER who is subject to these requirements and the PROPOSER itself are required to so notify any such subcontractor(s).

Proposals Received

All Proposals received in response to this RFP become the property of the CITY.

Lobbying/Cone of Silence

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a CITY Commission Member, the CITY Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period. A lobbying black-out period commences upon the issuance of this solicitation document.

If an award item is presented to CITY Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the CITY Commission refers the item back to the CITY Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the CITY Commission meets to consider the item for action. Bidders, PROPOSERS, Respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any CITY Commission member, the CITY Manager, any requesting or evaluating Division, Department, Office personnel, and/or any member of the Evaluation Committee concerning an active Request For Proposal during the Lobbying/Cone of Silence Black-out Period.

Insurance and Hold Harmless Indemnification

To the fullest extent permitted by laws and regulations, Bidder shall indemnify and hold harmless CITY and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Bidder, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of PROPOSER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Bidder or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

PROPOSER's Liability Insurance - The PROPOSER shall not commence any work under this Contract until he has obtained all insurance required under the Agreement. PROPOSER shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth which may arise out of or result from PROPOSER's performance and furnishing of the Work and PROPOSER's other obligations under the Contract Documents, whether it is to be performed or furnished by PROPOSER, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The insurance required shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. The comprehensive general liability insurance shall also include Contractual Liability Insurance applicable to Bidder's obligations under the Hold Harmless Indemnification. All of the policies of insurance so required to be purchased and maintained (or the certificates or their evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when PROPOSER may be correcting, removing or replacing defective work in accordance with the Contract Documents. PROPOSER's General Liability Insurance shall include the CITY, and CITY's consultants as insured or additional insured which may be accomplished by either an endorsement of PROPOSER's Comprehensive General Liability policy or by PROPOSER 's carrier issuing a separate protection liability policy.

Qualifications of PROPOSER

A PROPOSER may be required, before the award of any contract, to show to the complete satisfaction of the CITY that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

Disqualification of PROPOSER

Any or all Proposals will be rejected if there is any reason for believing that collusion exists among the PROPOSERS, and participants in such collusion will not be considered in future Proposals for the same work.

Licenses and Permits

The PROPOSER shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the United States, the State of Florida, or by the City of Winter Springs. The PROPOSER must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

Provisions for Other Agencies

Unless otherwise stipulated by the PROPOSER, the PROPOSER agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the Proposal.

Applicable Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Orlando Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

Proposal Disclosure; Public Records Responsibilities

Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes et. seq. (the Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the CITY in connection with an RFP response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. However, certain exemptions to the Public Records Law are statutorily provided for under sections 119.07 and 119.071, Florida Statutes, and other applicable laws. If the PROPOSER believes any of the information contained in its response is exempt from the Public Records Law, including trade secrets as defined by Florida law, the PROPOSER must, in its response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the CITY will treat all materials received as public records.

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by PROPOSER on behalf of the CITY, PROPOSER shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the CITY to perform the work contemplated by this Agreement; (b) upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Agreement and following completion or termination of this Agreement, if PROPOSER does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the CITY, in its sole and absolute discretion, requests that all Public Records in possession of PROPOSER be transferred to the CITY, PROPOSER shall transfer, at no cost, to the CITY, all Public Records in possession of PROPOSER within thirty (30) days of such request or (ii) if no such request is made by the CITY, PROPOSER shall keep and maintain the Public Records required by the CITY to perform the work contemplated by this Agreement. If PROPOSER transfers all Public Records to

the CITY pursuant to (d)(i) above, PROPOSER shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CITY and provide the CITY with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If PROPOSER keeps and maintains Public Records pursuant to (d)(ii) above, PROPOSER shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology of the CITY. If PROPOSER does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the CITY may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which PROPOSER is acting on behalf of the CITY.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (407) 327-6560 ext. 7003 E-mail address: cityclerkdepartment@winterspringsfl.org

E-Verify

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any CITY contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. CITY contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the PROPOSER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of a contract without penalty to the CITY. PROPOSER shall be liable for all costs incurred by the CITY securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the PROPOSER utilizes subcontractors the following shall apply:

PROPOSER shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

PROPOSER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. PROPOSER shall provide a copy of all subcontractor affidavits to the CITY upon request and shall maintain a copy for the duration of the Agreement.

Additional Information

Additional information may be obtained from the Procurement Manager, (407) 327-7581, or from any other individual listed on the RFP cover letter.

Modification and Withdraw

Proposals may not be modified after submittal.

Proposals may be withdrawn at any time prior to the deadline. Withdrawal requests shall be made in writing and must be received by the CITY's Procurement Manager before the time and date stated or as amended for the Proposal Opening. Properly withdrawn Proposals will be returned unopened to the PROPOSER submitting the Proposal. A PROPOSER who timely withdraws his Proposal may submit a new Proposal in the same manner as specified herein under "Submission of Proposal." A Proposal submitted in place of a withdrawn Proposal shall be clearly marked as such

on the outside of the envelope and on the Bid Form.

If a Contract is not awarded within 90 calendar days after opening of Proposals, a PROPOSER may file a written request with the CITY's Procurement Manager for the withdrawal of its Proposal.

Prohibition on Gifts to City Employees and Officials

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CITY employee, as set forth in Chapter 112, Part III, Florida Statutes, the current CITY Ethics Ordinance, and CITY Administrative Policy.

Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CITY staff for a specified period of time;
- b. Prohibition by the individual and/or firm from doing business with the CITY for a specified period of time, including but not limited to: submitting bid/Proposals, RFP, and/or quotes; and,
- c. Immediate termination of any contract held by the individual and/or firm for cause.

Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Federal Requirements

This contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices shall apply to any contract negotiated with a selected firm as required by federal law. The most recent of such requires, including any amendments made such the submission of the Proposal, shall apply, unless federal government determines otherwise.

The federal government requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R, Part 200, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in this contract are deemed incorporated herein by reference and shall be incorporated into any sub-agreement or subcontract executed by the Proposer pursuant to its obligations under federal law.

PART III

SPECIFIC PROPOSAL REQUIREMENTS

For
RFP #03-24-01 TR
2050 Comprehensive Plan Services

Format

To assure consistency, Proposals must conform to the following format:

- A. PROPOSER Information and Acknowledgement Form
- B. Table of Contents
- C. Introduction Letter
- D. Qualifications
- E. Other Information
- F. Cost & Time
- G. Mandatory Proposal Forms
- H. Florida State Corporate Filing

Section A – PROPOSER Information and Acknowledgement Form

- 1. Use the form provided in the Mandatory Proposal Forms titled “PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM.” (See Proposal Form 1)

Section B – Table of Contents

- 1. Identify Proposal material by section and page number.

Section C – Introduction Letter

- 1. Summarize the key points of the Proposal including an understanding of the scope of work. Must be signed by an authorized official of the PROPOSER.

Section D – Qualifications

- 1. General – Provide general information about the PROPOSER, including size, office location(s), and structure of PROPOSER. Identify and explain any significant changes in organizational structure, ownership, or management both firm-wide and within Fixed Income/ Public Finance during the past five (5) years.
- 2. PROPOSER Experience – Describe the PROPOSER’s experience with providing Comprehensive Plan Development services, focus on the PROPOSER’s experience with municipalities that are similar to the City of Winter Springs.
- 3. Team Experience – Identify key members of PROPOSER’s team that will service the CITY. Identify the primary day-to-day contact for the engagement and their experience. Identify the proposed project manager. Provide brief resumes for key team members that will service the CITY as an Appendix.
- 4. Florida Knowledge – Describe any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.
- 5. References – Use the form provided in the Mandatory Proposal Forms titled “REFERENCE INFORMATION FORM”
- 6. Conclusion – Briefly summarize why PROPOSER should be selected, including why PROPOSER is pursuing the City of Winter Springs’ business. In short, summarize what makes PROPOSER different and why the CITY should select PROPOSER above all others.

Section E - Other Information

This section should address any other information necessary for a full understanding of PROPOSER's services. Please provide relevant information on any additional services offered by PROPOSER.

Section F – Cost and Time

This section must clearly state the cost and estimated completion time associated with the project. Use Appendix A: Cost Proposal Worksheet.

Section G – Mandatory Proposal Forms

1. Fill out and return the forms provided; PROPOSER Information and Acknowledgement Form (see Item A in Format), References Information Form, Insurance Requirement Form, Scrutinized Company Certification, Non-Collusion Affidavit of Prime Respondent, Drug Free Workplace Form, Public Entity Crimes Statement, E-Verify Statement, Conflict of Interest Statement, SMWBE Utilization Pland and Appendix A Cost Proposal Worksheet.

Section H – Florida State Corporate Filing

1. All Proposals must be signed with the PROPOSER's name and by an officer or employee having authority to bind the PROPOSER by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Proposal. Use Sunbiz website screen shot or include a copy of Corporate Resolution or a Power of Attorney.

MANDATORY PROPOSAL FORMS

Proposal Form 1 -	PROPOSER Information and Acknowledgement Form
Proposal Form 2 -	References Information Form
Proposal Form 3 -	Insurance Requirements Form
Proposal Form 4 -	Scrutinized Company Certification
Proposal Form 5 –	Non-Collusion Affidavit
Proposal Form 6 -	Drug Free Workplace Form
Proposal Form 7 -	Public Entity Crimes Statement
Proposal Form 8 -	E-Verify Statement
Proposal Form 9 -	Conflict of Interest Statement
Proposal Form 9 -	SMWBE Utilization Plan
Appendix A -	Cost Proposal Worksheet

Mandatory forms must be submitted with the Proposal.

Failure to submit forms will disqualify the PROPOSER from the RFP

PROPOSER INFORMATION AND ACKNOWLEDGEMENT FORM

For

2050 COMPREHENSIVE PLAN SERVICES

RFP 03-24-01 TR

The undersigned PROPOSER does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

**IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK www.demandstar.com
FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL**

THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Proposal. If not submitted, PROPOSER will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

PROPOSER NAME: _____

TAX ID# SNN or EIN: _____

PROPOSER ADDRESS: _____

PURCHASE ORDER ADDRESS: _____

PHONE NUMBER: _____

COMPANY WEBSITE: _____

COMPANY CONTACT (REP): _____

CONTACT EMAIL ADDRESS: _____

SIGNATURE: _____

THE UNDERSIGNED:

A. Acknowledges receipt of:

1. RFP # 03-24-01 TR Pertaining To: 2050 Comprehensive Plan Services
2. Addenda:

Number: _____, Dated _____.

Number: _____, Dated _____.

B. Has examined the site and all RFP Documents and understands that in submitting its Proposal, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Proposal open for 90 calendar days after the bid opening date.
2. To furnish the services specified in this RFP at the prices quoted in Proposal and in compliance with the RFP Documents.
3. To accept the provisions of the Instructions to PROPOSERS.
4. To negotiate a contract with the CITY incorporating the Proposal prices, if selected on the basis of this Proposal.
5. To accomplish the work in accordance with the contract documents.

D. Certifies:

1. That all information contained in this Proposal is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this Proposal on behalf of the PROPOSER and that the PROPOSER is ready, willing, and able to perform if awarded the Proposal.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

REFERENCE INFORMATION FORM
2050 COMPREHENSIVE PLAN SERVICES
RFP # 03-24-01 TR

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

PROPOSER Representative

Typed Name/Title: _____

PROPOSER Representative

Signature: _____

Firm: _____

INSURANCE REQUIREMENTS FORM

Insurance Type		Required Limits
✓	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓	Employer's Liability	\$1,000,000 each accident, single limit per occurrence
	Commercial General Liability	\$1,000,000 single limit per occurrence \$3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✓	(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✓	Automobile Liability	\$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
<input type="checkbox"/>	Other	

PROPOSER shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same PROPOSER shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.

Thirty (30) days cancellation notice required.

The undersigned PROPOSER agrees to obtain, prior to award, if selected, insurance as stated above.

PROPOSER

Authorized Signature

Officer Title

Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a Proposal for, or enter into or renew a contract with the CITY for goods or services of:

- a. Any amount if, at the time of submitting a Proposal for, or entering into or renewing such contract, the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a Proposal for, or entering into or renewing such contract, the PROPOSER:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The PROPOSER must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

- a. The PROPOSER is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- b. Been placed on the Scrutinized Companies that Boycott Israel List or
- c. Is engaged in a boycott of Israel; or
- d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the PROPOSER of any determination concerning a false certification.

- a. The PROPOSER shall have five (5) days from receipt of notice to refute the false certification allegation.
- b. If such false certification is discovered during the active contract term, the PROPOSER shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
- c. If the PROPOSER does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 2024 by _____ the _____ of _____, a _____ (____) who is personally known to me or (____) who produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT of PRIME PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____
Title PROPOSER

The PROPOSER that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such solicitation.

(3) Such Proposal is genuine and is not a collusive or sham solicitation.

(4) Neither the PROPOSER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other PROPOSER, firm or person, to submit a collusive or sham response in connection with the RFP for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other PROPOSER, firm or person to fix the price or prices in the attached Proposal or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)

(Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____,
who is (____) personally known to me or (____) who has produced _____ as identification and
who (did / did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped) Notary Public

(Commission Number)

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of PROPOSER)

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 contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized Signature)

(Date)

(Print/Type Name as Signed Above)

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Proposal for Comprehensive Plan Development Services.

2. This sworn statement is submitted by (PROPOSER) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____).

3. My name is _____ and my relationship to the PROPOSER named above is _____.

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

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

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

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2024, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

E-VERIFY STATEMENT

Proposal Number: RFP 03-24-01 TR

Project Description: 2050 Comprehensive Plan Services

PROPOSER acknowledges and agrees to the following:

PROPOSER shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the PROPOSER during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the PROPOSER to perform work pursuant to the contract with the CITY.

PROPOSER: _____

Authorized Signature: _____

Title: _____

Date: _____

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Proposal for **2050 Comprehensive Plan Services**.

This sworn statement is submitted by (PROPOSER) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named PROPOSER is submitting a Proposal for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Proposal is being submitted and that the above-named PROPOSER has no financial interest in other entities submitting Proposals for the same project.
4. Neither the Affiant nor the above- named PROPOSER has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the PROPOSER's submittal for the above Proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the PROPOSER not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the PROPOSER nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the PROPOSER's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the PROPOSER's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named PROPOSER, will immediately notify the City of Winter Springs.

Signature Date:

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2024, and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: _____

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

PROPOSER Company Name: _____

Project Name :

RFP Number : ***RFP # 03-24-01 TR 2050 Comprehensive Plan Services***

CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that PROPOSERS (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Appendix A
COST PROPOSAL WORKSHEET

Description	Qty.	Unit Cost	Total Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total:			\$

Format can be specific to Proposer and can be a Fixed Cost proposal with details on any variable cost elements; or

Proposer can submit a variable cost based engagement with details on cost elements and an estimated total cost for the engagement

Targeted Start Date : _____

Targeted Completion Date : _____