



# **CITY COMMISSION**

## REGULAR MEETING AGENDA

**MONDAY, SEPTEMBER 9, 2019 AT 6:30 PM**

CITY HALL - COMMISSION CHAMBERS  
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## **CALL TO ORDER**

Roll Call  
Invocation  
Pledge of Allegiance  
Agenda Changes

## **AWARDS AND PRESENTATIONS**

100. Presentation of Check from Tuscawilla Homeowner's Association for Purchase of New Police Canine

## **INFORMATIONAL AGENDA**

200. Current Development Projects Update

*Attachments: Current Projects Map*

201. East Central Florida Regional Planning Council Adopted Vision and Trend Analysis Updated Case Studies

*Attachments: Case Studies for Winter Springs Visioning*

202. Recycling and Solid Waste Education Initiative

*Attachments: Seminole County Landfill - Recycling Guidelines  
Waste Pro - Solid Waste Guidelines*

203. MOU for School Safety Officer - Choices in Learning Charter School

*Attachments: MOU - Choices in Learning Charter School*

## **PUBLIC INPUT**

*Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.*

## **CONSENT AGENDA**

300. Debris and Refuse Hauler with Grapple Arm Purchase

*Attachments: Quote from Ring Power  
Florida State Contract  
Florida Sheriffs Association Contract*

301. Additional Funding for Wastewater Emergency Assistance Services from Veolia Water North America - South, LLC

*Attachments: Request for Qualifications RFQ 05-19 LR*

302. Minutes from the Monday, August 12, 2019 City Commission Regular Meeting

*Attachments: Minutes*

## **PUBLIC HEARINGS AGENDA**

400. The City Attorney and City Manager request that the City Commission consider accepting the Districting Commission's recommendation regarding an update of the City Commission voting district boundaries pursuant to Section 4.02 of the City Charter, and conduct First Reading of Ordinance No. 2019-10 approving the recommendation.

*Attachments: Ordinance 2019-10*

*Exhibit A*

*Resolution 2019-01*

*Approved Minutes of the May 24, 2019 Districting Commission Regular Meeting*

*Winter Springs Redistricting Consultants Report*

401. FY 2019-2020 Tentative Millage Rate

*Attachments: Resolution 2019-14*

402. FY 2019-2020 Tentative Budget

*Attachments: Resolution 2019-15*

*Summary of Revisions Subsequent to the Proposed FY2019-2020 Budget*

## **REGULAR AGENDA**

500. Advisory Selection Committee Ranking for RFQ 05-19 LR "Professional Services for Utilities Operations, Maintenance, and Management Services"

*Attachments: Request for Qualifications RFQ 05-19 LR*

501. Appointment to Oak Forest Wall and Beautification District Advisory Committee

*Attachments: None*

## **REPORTS**

- 600. City Attorney Anthony A. Garganese, Esquire
- 601. City Manager Shawn Boyle
- 602. City Clerk Andrea Lorenzo-Luaces, MMC
- 603. Mayor Charles Lacey
- 604. Seat One Commissioner Jean Hovey
- 605. Seat Two Commissioner/Deputy Mayor Kevin Cannon
- 606. Seat Three Commissioner Ted Johnson
- 607. Seat Four Commissioner TiAnna Hale
- 608. Seat Five Commissioner Geoff Kendrick

## **PUBLIC INPUT**

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## **ADJOURNMENT**

## **PUBLIC NOTICE**

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 *Florida Statutes*.



# INFORMATIONAL AGENDA ITEM 200

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

Current Development Projects Update

## SUMMARY

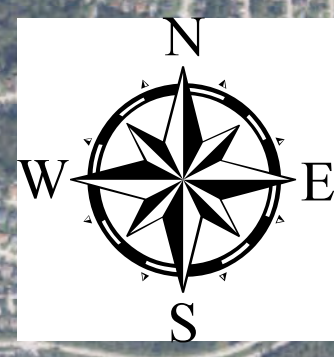
<b>PROPOSED DEVELOPMENT PROJECTS</b>			
<b>PROJECT NAME</b>	<b>LOCATION</b>	<b>LAST ACTION ITEM</b>	<b>CURRENT STATUS</b>
AITC Office Building	863 N US 17-92	N/A	Final Engineering & Aesthetic Plans are under Staff review.
Winter Springs Medical Office	E SR 434 – West of Hacienda Dr.	N/A	Final Engineering Plans are under Staff review. Aesthetic Plans are being prepared.
Beazer Homes Senior (55+) Condominium Project (The Gatherings at Winter Springs- 108 Units)	Town Center - West side of Tuskawilla, north of Blumberg	Special Exceptions approved by City Commission on 8/13/18.	Engineering & Aesthetic Plans to be prepared by the developer.
Iriye Suites Live-Work Community	Town Center	Special Exceptions & Development Agreement approved by City Commission on 1/28/19.	Final Engineering Plans are being prepared by the developer. Aesthetic Plans are under Staff review.
Wendy's	Town Center	N/A	Final Engineering Plans and Aesthetic Plans are under staff review.
Dream Finders Townhomes (Winter Springs Townhomes) - 114 Units	Town Center - East side of Michael Blake Blvd.	Preliminary Engineering approved by City Commission on 1/8/18.	Final Engineering and Aesthetic Plans are under Staff review.
The Studios at Tuscawilla	Vistawilla Drive	N/A	Final Engineering Plans are under Staff review. A Community Workshop was held on July 19, 2019.

Insight Partners, Inc Office and Warehouse Renovation	300 W SR 434	N/A	Final Engineering Plans are under Staff review.
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<b>APPROVED DEVELOPMENT PROJECTS / UNDER CONSTRUCTION</b>			
<b>PROJECT NAME</b>	<b>LOCATION</b>	<b>LAST ACTION ITEM</b>	<b>CURRENT STATUS</b>
Winter Springs Town Center Retail Building (Ocean Bleu)	Town Center	Final Engineering & Aesthetic Plans approved by City Commission on 6/10/2019.	Developer to schedule preconstruction meeting prior to starting work.
Tuskawilla Crossings: 379 single-family homes	Town Center	Final Engineering, Development Agreement & Aesthetics approved by City Commission on 4/24/17. Plat approved 8/13/2018. Phase 1 and Phase 2 Site work approved by City Commission.	Site work complete. Homes under construction.
Hawthorn ILF (Winter Springs Retirement Residence): 144 independent living suites	Town Center	Final Engineering, Aesthetic Review, & Development Agreement approved by City Commission on 1/22/18.	Site work under construction.
Northern Oaks: 35 single-family homes by Dream Finders Homes	North side of SR 434, East of SR 417	Final Engineering & Waivers approved by City Commission on 3/13/17. Preconstruction meeting held 10/17/17. Aesthetic Review approved by City Commission on 4/9/18. Plat is recorded.	Site work under construction. Building permits issued.
Southern Oaks: 54 single-family homes	West of DeLeon St. & North of SR 434	Final Engineering, Aesthetic Review, & Development Agreement approved on 6/22/15. Plat is recorded. City Commission accepted site work on 8/14/17.	Site work complete. Homes under construction.

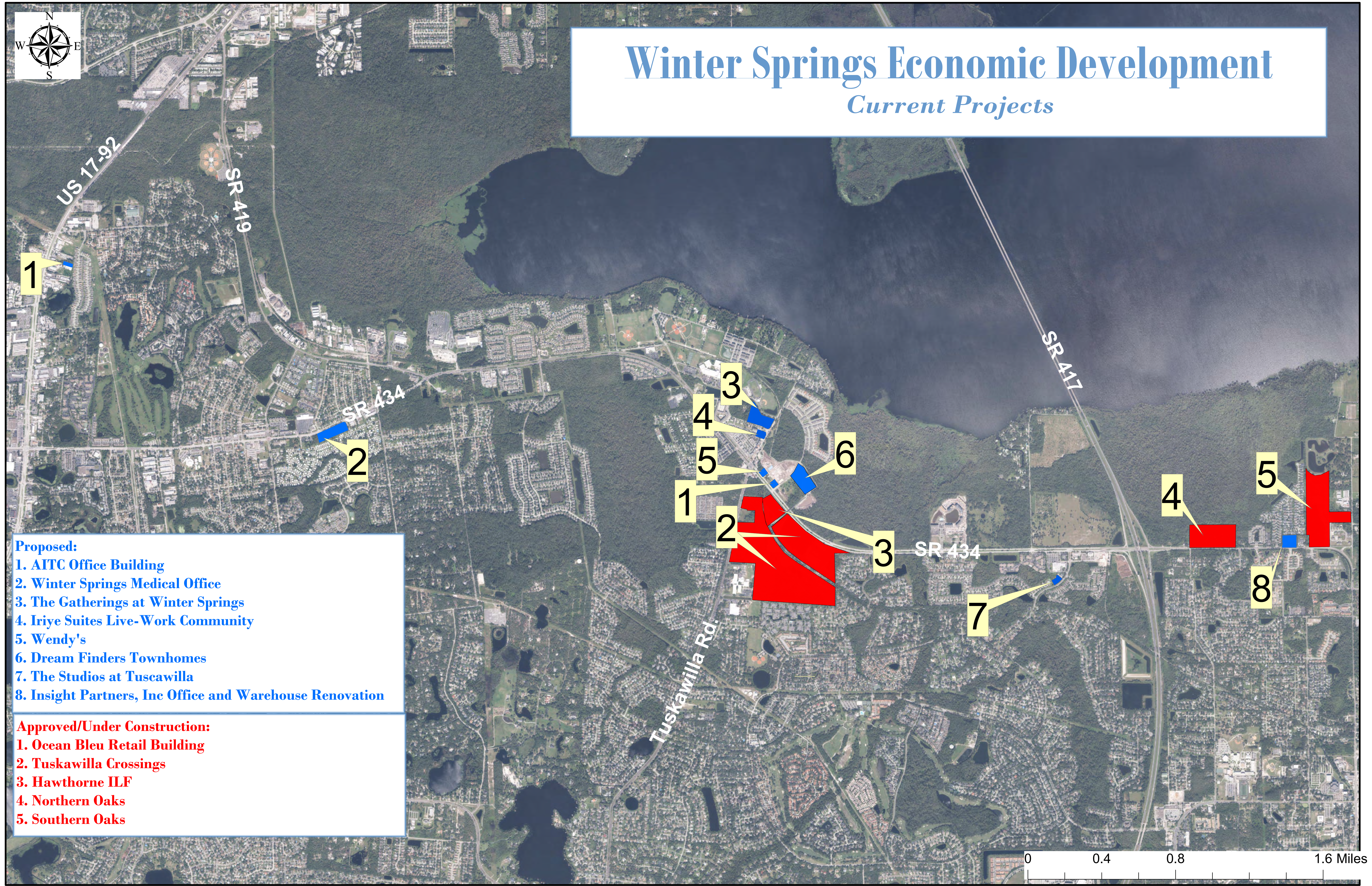
## **RECOMMENDATION**

Staff recommends the City Commission receive and review the information provided.



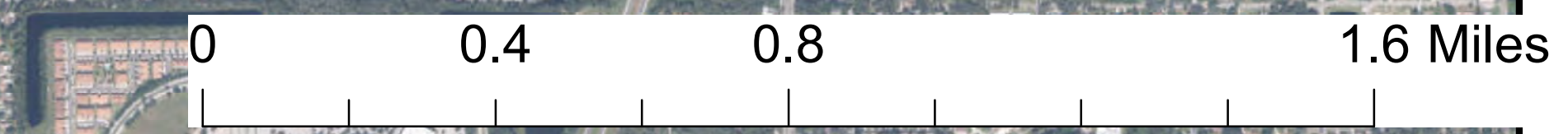
# Winter Springs Economic Development

## Current Projects



- Proposed:**
- 1. AITC Office Building
  - 2. Winter Springs Medical Office
  - 3. The Gatherings at Winter Springs
  - 4. Iriye Suites Live-Work Community
  - 5. Wendy's
  - 6. Dream Finders Townhomes
  - 7. The Studios at Tuscawilla
  - 8. Insight Partners, Inc Office and Warehouse Renovation

- Approved/Under Construction:**
- 1. Ocean Bleu Retail Building
  - 2. Tuskawilla Crossings
  - 3. Hawthorne ILF
  - 4. Northern Oaks
  - 5. Southern Oaks





# INFORMATIONAL AGENDA ITEM 201

## CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

### **TITLE**

East Central Florida Regional Planning Council Adopted Vision and Trend Analysis Updated Case Studies

### **SUMMARY**

At the April 22, 2019 City Commission Meeting, the City Commission approved for the City of Winter Springs to enter into an agreement with the East Central Florida Regional Planning Council (ECFRPC). The scope of services defined in this agreement included Technical Planning Assistance, Community Visioning, Community Survey, and City Council Presentation and Recommendations. As part of Task 1, within the Community Visioning scope, the ECFRPC was tasked to review the currently adopted vision of the City of Winter Springs, along with projects and programs developed in support of the plan, as well as conduct a trends analysis to make a determination as to the status of the vision implementation.

The ECFRPC reviewed necessary information, including but not limited to, growth and development, future land use, demographics, and economic development to perform the vision and trend analysis. As part of the ECFRPC's scope of work, findings from the case studies analysis were presented to the City Commission on June 10, 2019. The findings and analysis have been updated and have taken into account the discussion by the Commission on June 10, 2019.

### **RECOMMENDATION**

Staff recommends the City Commission receive and review the information provided.





# CITY OF WINTER SPRINGS

# Winter Springs: 2030 & Beyond

Case Studies June 2019

Prepared for the City of Winter Springs by the East Central Florida Regional Planning Council

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## Introduction

As the City of Winter Springs undergoes its visioning process, a good starting point is to examine the city's current strengths, and to build upon them to make an even stronger community. In examining the city's current strengths, the top contenders are the recreational opportunities afforded by the Cross Seminole Trail passing through the Winter Springs Town Center; the attractiveness of the communities to family due to the city's high ranking schools, park system, and youth activities; and finally, the natural features the city is blessed with, most notably Lake Jesup and its tree canopy. Based on these notable features, four (4) cities from across the United States of similar size and characteristics have been chosen as examples of how these existing strengths can be improved upon with limited effort to make the City of Winter Springs an even more economically viable and attractive place to live, work, and recreate. These case studies focus on: marketing the Cross Seminole Trail within the city as a recreational amenity to draw local and tourist users and boost local businesses; creating better opportunities for seniors to continue to reside in Winter Springs as they age; the development of a city-run nursery to increase the tree canopy within city rights-of-way and properties at reduced cost, while in turn creating greater opportunities to educate the public regarding the value of trees to the community; and obtaining the Florida Green Local Government Designation through the Florida Green Building Coalition.

It is important to note that these case studies describe a niche that these cities have developed over several years and are examples of how they capitalized on a unique feature or asset. While these examples as shown in these cities may not be directly applicable to Winter Springs, the ideas could be applied locally.



Figure 1: Winter Springs Hometown Harvest Source: Oviedo Winter Springs TV

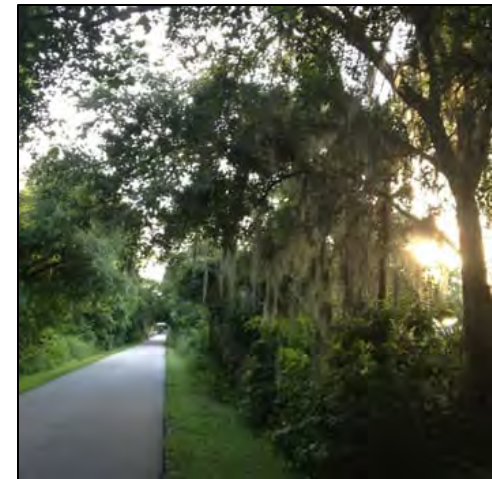


Figure 2: Bear Creek Trail Source: Yelp

# Case Study 1: City of Cedar Falls, Iowa as a Recreation Destination

## Introduction

The decline in the manufacturing economy and the subsequent loss of young residents had a major impact on Cedar Falls, Iowa, as it has had on many other Midwestern communities. This prompted the City of Cedar Falls to focus economic development on an existing strength; it's over 100 miles of recreational trails for year-round enjoyment including bicycling, hiking, snowshoeing and cross-country skiing. They also promote kayaking and other aquatic recreation on the Cedar River and area lakes. The focused marketing of these recreational amenities has expanded local tourism and increased business traffic in downtown Cedar Falls and surrounding areas, as well as improving the health of local residents.

## City Background

The City of Cedar Falls, Iowa is located in Black Hawk County, in northeastern Iowa. The Cedar River is a natural amenity running through the downtown. The city is home to the University of Northern Iowa. According to the 2010 Census, it had a population of 39,260 persons. The median age of residents in 2010 was 26.8, and the median household income was \$70,226.

## Bicycle Trails as Economic Development

The City of Cedar Falls made the decision to market the existing trail system to stimulate local economic development. The proximity of the trails to Downtown Cedar Falls, as depicted on the map in Figure 1, has proven a great asset as trail users bring needed business to downtown merchants. Particularly during the two annual biking events, downtown businesses see a great influx of tourists. (<https://www.cedarfallstourism.org/things-to-do/outdoor-recreation/trails/default.aspx>).



Figure 3: Map of downtown & nearby trails Source: CFTVB

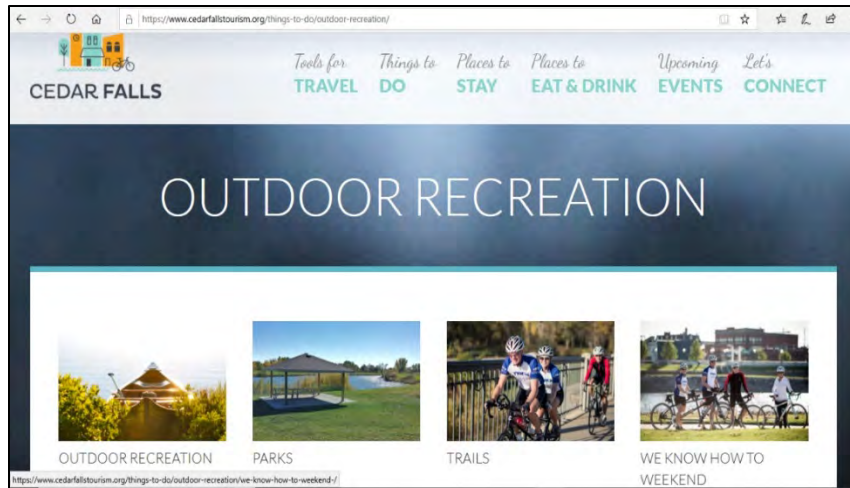


Figure 4: CFTVB webs site page emphasizing recreation Source: CFTVB

The economic development synergy did not happen by happenstance, but took shape through intensive marketing efforts by the City of Cedar Falls and the Cedar Falls Tourism and Visitor Bureau (CFTVB). The marketing of the trails is so ingrained that a bicycle parked next to the downtown building is included in the CFTVB logo. Both the city and CFTVB have areas on their web sites, giving extensive publicity to the trails as a reason to visit Cedar Falls (see Fig 2). Additionally, the city pursued and obtained the designation as a Bronze Level Bicycle Friendly Community by the League of American Bicyclists. This increased recognition of the city and trails on numerous bicycling organization and tourism websites.



Figure 5: Cyclists in Downtown Cedar Fall for annual biking event Source: CFTVB

The city organizes two formal bicycling events each year; the Cedar Valley Peddle Fest and the Mayor’s Entre-Tourism Bike Ride, both of which bring visiting riders and their buying power into the city. Both of these riding events involve stops at local restaurants, businesses, and historic sites. This helps the riders learn about local businesses and history, while creating the opportunity for future business (see Figure 3). Cyclists and business owners both win with these synergetic events.

## Lessons Learned for City of Winter Springs Visioning from Cedar Fall, IA

The City of Winter Springs has the opportunity to more intensively use the Cross Seminole Trail as a way of letting people know about the city while bringing increased foot traffic and revenue to city businesses, particularly in and around the Winter Springs Town Center. As shown in Figure 9, the Cross Seminole Trail passes along the periphery of the Town Center. This proximity of the trail, as depicted in Figure 9, Circle A, has the potential to bring more business to the Town Center. What is lacking at present is a trail head for cycling stops within the Town Center. With the proximity to the planned amphitheater adjacent to the trail, this could serve as the perfect site for trail users to access the businesses of the Town Center. This would involve coordination with Seminole County Leisure Service Department as to the funding and design of such a trail head.

The trail experience does not need to stop with traditional bicycle/pedestrian users of the Cross Seminole Trail. As also depicted in Figure 9, Circle B shows a location where the trail parallels a property within the T-1, or Natural Zone of the Town Center. The potential thus exists for the creation of a low-impact nature trail across this property, terminating with a possible observation deck at Lake Jesup. This would bring additional hikers and nature watchers/photographers, and their potential business, into the Town Center. Part of the area could be for mountain biking with some technically challenging portions to bring in a more diverse clientele. When properly designed, passive recreation and conservation of this Town Center resource can serve to benefit both nature lovers and the Town Center. This option would require acquisition of this privately held land.

As an added bonus for visitors seeking recreational amenities, the very popular Central Winds Park already exists abutting the Cross Seminole Trail in the northwest corner of the Town Center. This expands the recreational options of the Town Center, due to its more active recreation athletic fields/courts and nature trail leading to Lake Jesup.

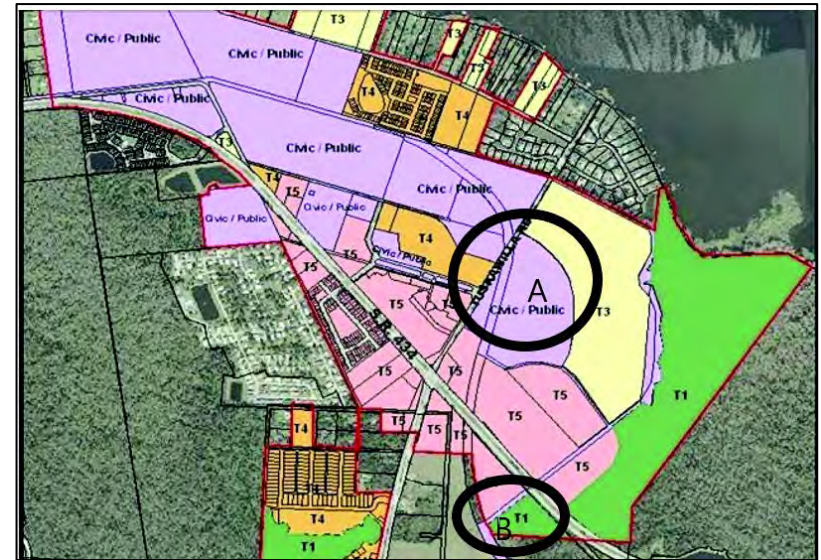


Figure 6: Map of Cross Seminole Trail Connection Potential

## Case Study 2: Fitchburg, WI as a City to Age in Place

### Introduction

With the retiring of the Baby Boom generation, the attractiveness of a city where retirees can comfortably live in the same place where they raised their families and worked during their career is becoming more popular. Much of this attention has come from the American Association of Retired Persons (AARP), and their Livable Communities program. Communities wishing to become involved in this program are examined for livability indices for seniors in the areas of opportunity, housing, neighborhoods, transportation, the environment, and health. Based on this analysis, communities are given a score. The AARP Livable Communities website annually lists the most livable cities for seniors by size. The City of Fitchburg ranks high in this area and is capitalizing on attracting seniors.

### City Background

The City of Fitchburg, WI is a small suburban community in Dane County, Wisconsin just outside of Madison, the state capitol. The City had a population of 25,260 in the 2010 Census. As of 2010, the median age in the community was 32.9 years old, and the median household income was \$50,433.

The community made a conscious effort to make the city a comfortable place for its citizens to remain once they retire. The city participates in the Livable Communities program, and in 2018 was recognized as the best community as far as livability for seniors for communities of between 25,000 and 99, 999 persons.

### Centralized Senior Services

The creation of a City Hall complex which also includes the city's Senior Center allows a senior citizen to get many needs met with a single trip. As an example, a citizen could go to City Hall to pay a utility bill and check on the regulations regarding planting a garden in their yard. They can then go to the Senior Center, and catch a bus which takes them to various local stores for their weekly shopping needs. They can conclude the afternoon by visiting with a Dane County social worker. The county social workers at the Senior Center meet the need of residents for a variety of services without having to travel a greater distance to a county facility.

### Senior Mobility

Transportation can become an issue with senior citizens, particularly as they give up their driver's license or reduce their driving. The Fitchburg Senior Center has responded with a program to meet this need. A private chartered bus arrives at the Senior Center or other designated location two days each week (Tuesdays and Fridays) at 10:00 AM. The bus makes stops at selected grocery and



big box retail stores, allowing residents to do their weekly shopping. While this service does not offer rides to medical offices, the Senior Center does provide a listing of AARP volunteers who will take senior residents to their appointments. Even better, these personalized trips for seniors are in addition to the regular mass transit bus service offered by City of Madison Metro Transit.

### Social Services for Seniors



Figure 7: City of Fitchburg City Hall (L) & Senior Center (R) Source: Google Earth

Aging produces social problems which sometimes require senior citizens to get professional help in finding solutions. Due to social isolation, problems such as depression and drug/alcohol abuse can become very serious. Realizing this, the Senior Center has two social workers employed by Dane County who are contracted to work out of the Senior Center. These social workers can help in limited case management in getting assistance in areas such as health care, elder abuse, economic needs, and assistance with meeting basic household needs. By having this service, Fitchburg seniors need not travel to the county seat in Madison to obtain basic social services.

### Cohousing as a Housing Option for Seniors

The City of Fitchburg amended its zoning code to allow a newer form of housing; cohousing (also known as its more formal name of cooperative housing), which is gaining popularity in the United States, and is ideally suited for seniors. According to the Cohousing Association of the United States (CAUS), cohousing involves a community with privately-owned housing, with a central “shared house” where residents gather for communal meals, and which has communal washing and recreational facilities.

Common areas are owned by the community as a whole. It is run by a board of community residents. These developments are similar to condominium developments, but place an increased emphasis on socialization and joint administration. Originating in Denmark in the 1960’s, cohousing has started to grow in the United States. The Cohousing Association of the United States statistics indicate that, as of the spring of 2018, there were 168 cohousing communities in the United States, with another 140 being planned (LeaMond, 2018).



Figure 8: Common kitchen/dining area of cohousing development  
Source: CAUS



Figure 9: Exterior of cohousing development  
Source: CAUS

For seniors living on a limited budget who would otherwise have financial troubles renting a place on their own, the buying power of cohousing can reduce costs while giving them much more bang for their buck. By its very communal nature, cohousing encourages interaction among residents, at a time in their lives when social isolation and depression can be real issues. Additionally, the load for doing needed chores/maintenance is divided among residents. A senior resident who may find one type of labor too physically challenging can have another resident do that chore, and opt for a less taxing task. For the elderly who are able to get along socially with the other owners and share in the tasks and decision making, cohousing can be an ideal housing solution.

Currently, the City of Fitchburg allows cohousing in their High-Density (R-H) zoning district. According to information from the Cohousing Association of American, there are currently no cohousing projects in Fitchburg. However, the nearby City of Madison has two existing cohousing projects, with another under development. In Florida, there are currently two existing cohousing projects (known also by its full name as cooperative housing), with two more in the planning phases. In 2013, the Florida Legislature passed the Cooperative Act, which codifies regulations of cooperative housing under Florida Statutes Chapter 719 and in Chapters 61B-75 through 79, Florida Administrative Code.

Of the 10,071 householders in the City of Winter Springs, more than 2,100 householders are between ages 55 and 64, and over 3,100 are over age 65 (2017 ACS). The opportunity for centralized senior services and age-friendly housing options offer a pathway for residents to gracefully age in place.

## Lessons Learned for City of Winter Springs Visioning from City of Fitchburg, WI

The City of Fitchburg, WI and its involvement with the AARP Livable Communities program provide good examples of how the City of Winter Springs, already known as a great community for raising a family, can expand on its existing resources to become a community where current residents can continue enjoying all the city has to offer as they age in place. This effort would be aided by the fact that the City of Winter Springs already has an active Senior Center.

Unfortunately, the City of Winter Springs Senior Center is not centrally located within the City Hall and Town Center area. The Senior Center is an approximately ±3.5-mile/10-minute drive from City Hall. The city would be wise in seeing if space could be found within City Hall or other Town Center locations for satellite locations for Senior Center programming. This could create the one-stop convenience that having the Senior Center at the City Hall complex provides Fitchburg seniors.

As in many other suburban communities in this country, transportation for senior citizens can become very difficult once the decision to limit or no longer drive is made. The city does have limited mass transit bus service provided by Lynx along the State Road 434 and U.S. 17-92 corridors, and some residents may be eligible for rides through the Transportation Disadvantaged Program. Unfortunately, due to its location east of the rail tracks served by SunRail, regional train service is not available to residents within the city limits of Winter Springs. However, as the City of Fitchburg shows, the Senior Center could be used as a start/finish point for weekly bus service giving seniors rides to needed shopping destinations for basic needs. This bus service need not be city-operated, but can be contracted by others. As done in Fitchburg, WI, Winter Springs could also use its Senior Center as a hub to find information on other travels options, such as rides to medical appointments.

Another area of transportation affecting Winter Springs seniors is through access to social services. These services are heavily concentrated in the county seat of Sanford, a long trip, especially for those unable to drive. The City of Fitchburg provides a good example of solving this problem, having county social workers stationed at the Senior Center. Working with Seminole County to provide these services at the Winter Springs Senior Center would help to make life easier and less stressful for Winter Springs seniors.

Winter Springs is to be commended for its zoning regulations, which allow for accessory dwelling units in all single and multi-family zoning districts. Although they may not be for everyone, the city could follow the lead of the City of Fitchburg and permit cooperative housing in its multi-family zoning districts. Currently, Chapter 6 of the Winter Springs Code of Ordinances, Buildings and Building Regulations, has a mention of cooperative housing under Section 6-211 relating to pools. However, cooperative housing is not listed as a housing alternative in the city's Zoning Regulations. As previously mentioned, cooperative housing is allowed by the Florida Statutes and Florida Administrative Code, so adding this housing type to those allowed would add to the housing options for income-limited seniors.

Becoming a part of the Livable Communities program and obtaining a high score could be a boon for the City of Winter Springs. Currently, the Southeastern United States and Southwestern United States, areas with large retirement populations, are very much underrepresented in the top ten performing cities in all population categories listed by the AARP. Inclusion in the list would be a great marketing coup by the City of Winter Springs.

## Case Study 3: Combating Climate Change Through a Municipally Operated Tree Nursery in Sumner, WA

### Introduction

Like many communities nationwide, the City of Sumner, WA is concerned about climate change. As with many communities, they struggled with what they, a small community, could do in combating a global issue. Focusing on its tree canopy, the city decided to invest in establishing a city-run nursery to grow trees for placement in city rights-of-way and properties. Trees serve multiple purposes; they act to absorb both groundwater and intercept rain and can lower runoff by twenty-five percent. They sequester carbon and produce oxygen and they provide shade for houses, bicyclists, pedestrians and make walking and biking much more pleasant. With the introduction of a city-operated nursery, the number of trees in the city is initially increased with the trees actually planted in the nursery and then the matured trees are planted in the rights-of-way and other city properties. The nursery is then replanted as trees are disbursed offsite to maintain the inventory.

### City Background

The City of Sumner, WA is a suburb of Tacoma, WA, in Pierce County, WA, which had a 2010 Census population of 9,451 persons. It has a median age of 35 years old, and a median household income of \$38,598 per the same census. With easy access to Interstate 5 and the Sounder commuter rail, Sumner serves as a bedroom suburb for both the metro Tacoma and Seattle areas.

## City of Sumner Municipal Nursery

As with many established suburban communities, replacement of aging or diseased trees in city right-of-ways and properties, such as along streets, can be expensive. In December 2017, the city decided to start its own nursery to grow trees for use in city rights-of-ways and other city properties. City Arborist Dan Gates states that buying seedlings and growing them in-house saves the city much from the cost of purchasing trees from a nursery full-grown. As an example, he states that a full-grown Chinese dogwood tree from a nursery costs \$120, while a seedling for planting at the city nursery costs just \$10. Additional cost savings come from the fact that the nursery sits on an unused portion of the Sumter Cemetery, which is already under city ownership. Initial start-up funding of \$45,000 came from an award from the state's Transportation Improvement Board Complete Streets Award (Needles, 2019).

City nurseries such as this can also serve as a good point of contact for the public to learn more about trees. The city has events in neighborhoods with residents assisting in the planting of trees grown at the nursery. Such events also serve as a chance to educate the public on the ecological benefits of trees, as well as providing information on tree planting and good maintenance practices.

Although not listed as a service provided by the City of Sumner, other city-run nurseries nationwide sell trees to residents at cost. Such city-raised trees could also be given to residents for Arbor Day, Earth Day or other similar events, as is done by many cities. Giving away city-grown tree provides a substantial cost savings to the government.



Figure 11: Workers at City of Sumner Nursery Source: News Tribune



Figure 10: Public gathering at tree planting event, City of Sumner, WA Source: City of Sumner, WA



## Lessons Learned for City of Winter Springs Visioning from Sumner, WA

For the last twenty-five years, Winter Springs has enjoyed the designation as an official Tree City by the Arbor Day Foundation. A city-run nursery would be suitable for tree production as well as educational for residents. This tree supply can make up for the smaller number of trees that were planted during the recent recession. The case study from Sumner, WA has shown how a community can, through a minimal investment in a city-run nursery, continue to augment its tree canopy within its right-of-way and properties at a minimal cost. Winter Springs has worked diligently to beautify its roadways, resulting in eye-pleasing views that make a memorable impression, and the nursery would, over time, create a supply to continue these efforts. The initial costs can be reduced through grants or contributions from the City of Winter Springs Tree Fund, collected from developers for trees not preserved or replanted on-site. Following the initial investment, tree canopies can be maintained or enhanced at greater savings than buying mature trees at nursery prices. Additionally, this program could lead to greater transparency on how Tree Funds are being used. The City of Winter Springs should follow suit in building its tree canopy and educating the public as to the value of trees through the creation of a municipal tree nursery. One area of city-owned property that should be taken into consideration is surplus undisturbed land at the rear of the City Hall site.

Usage of the trail through and around Winter Springs promotes health and economic activity. The use of tree canopies to increase shade on the trails will make the ride more pleasant and make Winter Springs a focus of the trail, prompting increase patronage. Tree canopies can help to draw users to short segments to visit the town center or to go down Hicks Avenue past the dog park to the lake for additional activities. The tree canopy will make such jaunts more pleasant than riding in the direct sunlight and can provide a buffer between the trail and SR 434 west of the town center.



### Explore Outdoors

2020 Date: TBA

Location: Winter Springs Town Center

Spring into the season at our annual Arbor Day Celebration, presented by A Budget Tree Service! This event features the City's Tree Giveaway, a variety of recreation activities, a FREE kids play area, live entertainment, & great vendors!

Figure 12: Winter Springs promotes Arbor Day through its website.



*Figure 13: Jupiter Inlet, Town of Jupiter, FL*

## Case Study 4: Town of Jupiter, FL Participation in Florida Green Building Coalition's Florida Green Local Government Designation Program

### Introduction

The Town of Jupiter, FL is a suburb of West Palm Beach located in northern Palm Beach County, FL. Jupiter is located on the east coast where the Loxahatchee River, Lake Worth Creek and Indian River converge with the Intercoastal Waterway. The town had a 2017 estimated population of 64,976 persons. The town also had a median family income of \$71,233 and a median age of 44.7 years, with 20 percent of the population being over the age of 65 (American Fact Finder, 2019). The unique natural environment of this area made it logical for the Town of Jupiter to seek certification through the Florida Green Building Coalition's Florida Green Local Government Designation program, described in more detail below. The program involves the voluntary implementation of state-wide established environmental-friendly principles and practices for local governments, resulting in more uniform green standards across Florida. Broad areas of standards impacting energy, water, air, land, and waste are included, with examples of more specific standards including programs for energy reduction, green-centered purchasing programs, green fleet management, and water conservation (Florida Building Coalition (FBC), 2014). The Town of Jupiter first registered with this program in 2011, and in 2014 became a Silver Certified Green Local Government (Town of Jupiter Natural Resources).

## Process for Becoming a Certified Green Local Government

### *Registration*

The process of becoming a Certified Green Local Government begins with the government reviewing the following documents from the Florida Green Building Coalition's Local Governments web page ( <http://floridagreenbuilding.org/local-governments>): Reference Guide, Standards and Policies, and Application/Checklist Tool. The community then selects a project coordinator, which can either be a department or an individual who then submits a form to register, along with the registration fee. Next, the criteria for earning points for certification is examined and determinations are made regarding the applicability of policies and procedures to the community. The selected criteria is then forwarded to the appropriate department for an evaluation of criteria already being met and those seen as being feasible to implement. After determining the criteria to be implemented, the project coordinator then sends the Application form, along with necessary supporting documentation and application fee ranging from \$3,000 to \$6,000 based on community size, to the FBC for review (FBC, 2014).

### *Review*

Upon receipt of the Application, the FBC assigns a reviewer to examine the Application. The reviewer coordinates with the community to receive any clarification and/or extra documentation required. When all information is received and the review completed, if the minimum criteria are met, a community receives their certification (FBC, 2014).

### *Certification*

Different levels of certification are given to a community based on the percentage of the maximum number of points which can be achieved based on green policies and practices. The levels awarded are as follows: Bronze for meeting 21-30 percent; Silver for meeting 31 to 50 percent; Gold for 51 to 70 percent, and Platinum for more than 71 percent. The initial certification is for a five-year period. Following this, an expedited process is available for recertification, which subsequently occurs every 10 years.



## Town of Jupiter Green Local Government Efforts

The Town of Jupiter makes an effort through its website to advertise the green activities it is either implementing or promoting. This very thorough site documents the town’s involvement in many sustainability activities and is geared toward all residents, including children.

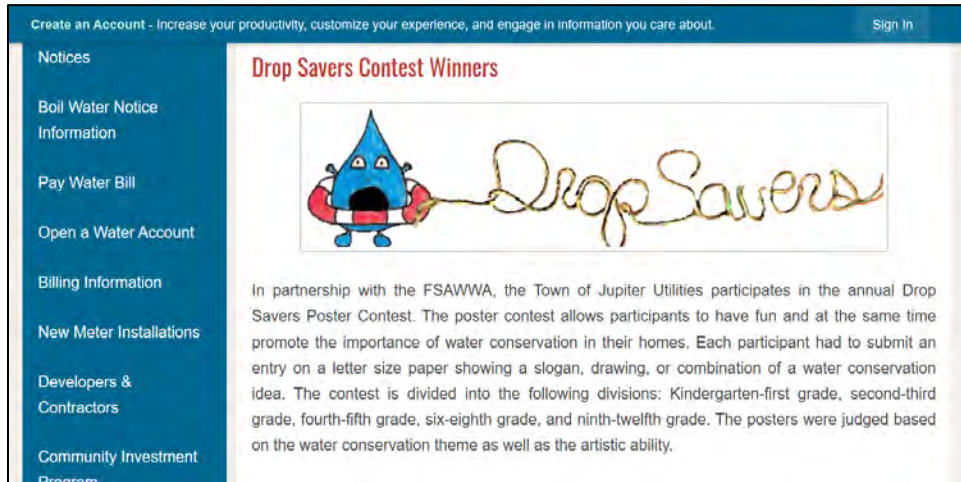


Figure 14: Drop Savers Contest Web Site

The town’s efforts start with beginning to teach the community’s children the importance of green practices in creating a brighter future. The town’s Water and Stormwater Utilities Department has an annual Drop Savers art contest, where children from elementary to high school age can submit artwork related to water conservation for a chance to win and receive local recognition (Town of Jupiter Water & Stormwater Utilities). Additionally, the same department offers a Kids Corner link from their department web page, which offers a department-created activity book for children entitled All About Water (Town of Jupiter Water & Stormwater Utilities).

The Natural Resources Department hosts the main web page detailing the town’s involvement with the Green Local Government program. The page displays the Green Initiative program Mission statement: “The Town of Jupiter is committed to ensuring our community is environmentally sustainable and energy efficient. The Town encourages developers and local businesses to incorporate green construction techniques, maintenance, and operation practices to ensure Jupiter remains an environmentally and economically stable community that can be enjoyed by all.” In addition to noting the electric charging stations for vehicles at town hall, the page provides links to other pertinent information on green practices from the following organizations: the U.S. Department of Energy; the Air Quality Index from the Florida Department of Health; Palm Tran (local mass transit bus service); Florida Power and Light; Tri Rail (local commuter rail); South Florida Commuter Services; Energy Star; the Local Solid Waste Authority; and the Southeast Florida Regional Climate Compact (Town of Jupiter Natural Resources Department).

A final web page is dedicated to documenting the Town of Jupiter's commitment to becoming an employment center for bioscience employers. Through Florida Atlantic University's John D. MacArthur campus in the town, the Scripps Research Institute has opened the Scripps Florida research facility, and the school has also developed a partnership with the Max Planck Society of Germany. Further information on the town's commitment to bringing in bioscience firms, as well as information needed by relocating firms, is also provided (Town of Jupiter Bioscience Department).

#### [Lessons Learned for City of Winter Springs Visioning from Jupiter, FL](#)

The Town of Jupiter, FL has shown how, for a minimum investment of time and money, the sustainability of a community can be greatly enhanced. In the case of Jupiter (and Winter Springs based on its population), the cost for becoming certified through the FBA is \$6,000. Although some costs will be required to implement green standards, some policies or procedures already in place may be eligible as points towards the City's Green Local Government certification. An example would be measures in place from the city's participation in the national Tree City U.S.A. program. Another fact to consider is that, although green policies and infrastructure programs have initial capital outlays, they will bring the city long-term cost savings through energy reduction. The United States Green Building Council (LEED) reports consistent beneficial numbers: a consistent 10% increase in building values from retrofits as well as 20% lower maintenance costs.

As with the City of Jupiter, the City of Winter Springs has the opportunity use its potential Green Local Government certification as an economic development tool to build upon academic and scientific employers already in the area. State Road 419 and its interchange in Winter Springs could be a draw to companies relocating to the area to be close to the University of Central Florida and its large body of students in science-related degree fields. The bioscience research facilities already located proximate to the university could be a further synergetic draw. The available land in the Greenway Interchange zoning district, in conjunction with the city's receiving Green Local Government certification, could be an enticement to draw bioscience companies to Winter Springs. These companies potentially bring new families as residents, bolstering the local real estate and service economies.

## Works Cited

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Needles, A. (2018, January 16) New city-owned nursery replaces trees, saves money for Sumner.

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Town of Jupiter Natural Resources Department. Retrieved from <https://www.jupiter.fl.us/92/Bioscience>.

Town of Jupiter Bioscience Department. Retrieved from <https://www.jupiter.fl.us/92/Bioscience> Figure 15: Jupiter Inlet, Town of Jupiter, FL

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# INFORMATIONAL AGENDA ITEM 202

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

Recycling and Solid Waste Education Initiative

## SUMMARY

The Finance Department would like to advise the Commission of an initiative to better inform our residents and businesses about the recycling services offered by the Seminole County landfill and the solid waste guidelines with Waste Pro, our solid waste franchisee. Based on the solid waste survey that was conducted by UCF earlier this year, a large percentage of the issues and concerns expressed by our residents indicates the need for education regarding recycling and solid waste.

Attached please find two educational inserts to be scheduled in future utility bills. The first attachment borrows from Orange County's Think 5 recycling initiative. This largely-visual flyer depicts the five categories which are acceptable for recycling per Seminole County's recycling program. The second attachment offers basic guidelines for Waste Pro's solid waste services. This information will also be posted on the City's website. In partnership with the City, Waste Pro is sharing the cost of these educational inserts.

## RECOMMENDATION

Staff recommends the City Commission receive and review the information provided.



# Guidelines for Recycling



From the City of Winter Springs in partnership with Seminole County

## Plastic



### Plastic Bottles & Containers

Labeled #1 - #7  
Lids or caps can stay on

## Metal



### Metal Cans

Tin, steel, aluminum, &  
empty aerosol cans

## Glass



### Glass Bottles & Jars

Remove lids or caps

## Cardboard



### Cardboard Boxes

Flattened & cut to 3 x 3 ft

## Paper



### Paper

Includes junk mail &  
paperboard (e.g., shoe and  
cereal boxes)

### Empty & dry items only in the recycling bin



No plastic bags, wrap, or tarp



No scrap metal, auto parts, tools,  
pots & pans; hazardous waste such as  
paint, tires, or propane tanks



No ceramics, glassware, or  
mirrors



No dirty cardboard such as  
greasy pizza boxes



No polystyrene, foam, shredded paper,  
paper cups or plates, utensils, or  
wrapping paper



No small appliances,  
electronics, or batteries



No food or liquids



No yard waste



No toys, hangers, buckets, or other hard  
plastics; "stringy things" such as hoses  
or wires; clothing or textiles

## When in doubt, leave it out!



CITY OF WINTER SPRINGS, FLORIDA  
**UTILITY BILLING SERVICES**

1126 EAST STATE ROAD 434  
WINTER SPRINGS, FLORIDA 32708  
T: (407) 327-1800 | F: (407) 324-4753  
[www.winterspringsfl.org](http://www.winterspringsfl.org)



Dear Valued Customer,

This is a friendly reminder of the services provided to you by our waste management partner, Waste Pro. Listed below is a summary of collection guidelines that is important to know and will be helpful during your collection schedule.

**Collection Schedule**

- To view your regular pickup schedule, visit [www.wasteprousa.com/winter-springs](http://www.wasteprousa.com/winter-springs).
- All collection items must be placed at your curbside at 7:00 a.m.

**Household Trash** (collected twice a week)

- Place trash in Waste Pro cart, suitable containers, and bags. Containers cannot exceed 50lbs.
- Bulk items are collected on the second trash day per week and are limited to three items. Examples include mattresses, sofas, beds, fence panels (cut to 4ft by 4ft sections).

**Vegetative Yard Waste** (collected on Wednesday)

- For large tree branches, cut into 4ft or less.
- For small tree branches, bundle and tie together.
- Stack palm fronds neatly.
- Place clippings and leaves in bags or trash containers.
- Tied bundles, bags, and containers cannot exceed 50lbs and are limited to 15 bags.
- Due to environmental standards, vegetative waste cannot mix with other types of trash.
- Christmas Trees

**Recycling** (collected once a week)

- Recycling bins are available at City Hall. Extra bins are also available for purchase.
- All items must fit in the recycling bin(s), and cannot be placed in bags or other containers.
- Any items left behind are materials that cannot be accepted for processing.
- Recycled items must be free of food residue and other materials.
- Please see page 2 for a list of recyclables.

**Special Services**

- For excessive bulk or appliance pick-up, please call 407-327-5996 to schedule a special pick-up.
- Customers with special needs, please call 407-327-5996.

These guidelines are in place to maintain compliance with environmental agencies, meet the requirements of the processors of your recyclable materials, and help the Waste Pro crews maintain the collection schedule.

If you have any questions or concerns, please feel free to reach out to us at 407-327-1800 or [customerservice@winterspringsfl.org](mailto:customerservice@winterspringsfl.org).

Sincerely,

Utility Billing Services  
*City of Winter Springs*



# INFORMATIONAL AGENDA ITEM 203

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

MOU for School Safety Officer - Choices in Learning Charter School

## SUMMARY

The Police Department desires to inform the Commission of a recent Memorandum of Understanding (MOU) executed between the City, Choices in Learning Charter School, and the Seminole County Sheriff's Office. State law instructs each district school board and school district superintendent shall partner with law enforcement agencies or security agencies to establish or assign one or more safe-school officers at each school facility within the district, including charter schools. For approximately six years, the Winter Springs Police Department has partnered with Choices in Learning school to provide security on the school campus for the entire school day even before this law was passed.

This arrangement is handled as an off-duty detail and does not involve a full-time officer being assigned there. In order to provide formal compliance with the law to the Department of Education, the three entities involved decided it was best to formalize this agreement as proof. The MOU explains what the WSPD school safety officers, the Choices in Learning administration, and the Seminole County Sheriff's Office are clearly responsible for to protect the Choices in Learning campus each day students are present and places all parties in a solid understanding of their responsibilities.

Additionally, staffing adjustments internal to the Police Department have been made to increase accountability and assignment of critical school safety tasks. The MOU is provided for Commission review as needed.

## RECOMMENDATION

Staff recommends the City Commission receive and review the information provided.

**2019-2020 SCHOOL SECURITY OFFICER  
MEMORANDUM OF UNDERSTANDING BETWEEN  
CHOICES IN LEARNING CHARTER SCHOOL,  
THE CITY OF WINTER SPRINGS AND  
THE SHERIFF OF SEMINOLE COUNTY**

**THIS AGREEMENT** is made and entered into by and between Dennis M. Lemma, as Sheriff of Seminole County, Florida, hereinafter referred to as "**SHERIFF**," a Constitutional Officer of the political subdivision of Seminole County, on behalf of the Seminole County Sheriff's Office, a law enforcement agency as defined in Florida Statute Section 943.10(4), whose address is 100 Eslinger Way, Sanford, Florida 32773, the City of Winter Springs, a municipal corporation organized under the laws of the State of Florida, herein referred to as **CITY** whose address is 1126 East State Road 434, Winter Springs, Florida 32708 and CHOICES IN LEARNING ELEMENTARY CHARTER SCHOOL hereinafter referred to as **CHOICES** whose address is 1100 East State Road 434 Winter Springs, Florida 32708.

**WITNESSETH:**

**WHEREAS, CHOICES** is a Florida, Charter School located with the School District of in Seminole County and governed by Florida Statute Chapter 1002.33 and as such, is part of the state's program of public education and is recognized by statute as a public school; and

**WHEREAS,** Florida Statute 1002.33 (16)(a)5 requires a Charter School to be in compliance with provisions in Florida Statutes in Chapters 1000 through 1013 pertaining to student health, safety, and welfare; and

**WHEREAS,** Florida Statute 1002.33(16)(b)8 specifically requires a Charter School to be in compliance with Section 1006.12 F.S. relating to Safe School Officers; and

**WHEREAS,** Florida Statute 1002.33(16)(b)9 specifically requires a Charter School to be in compliance with Section 1006.07(7) F.S., relating to threat assessment teams; and

**WHEREAS,** Florida Statute 1002.33(16)(b)10 specifically requires a Charter School to be in compliance with Section 1006.07(9) F.S. relating to School Environmental Safety Incident Reporting; and

**WHEREAS,** Florida Statute 1002.33(16)(b)11 specifically requires a Charter School to be in compliance with Section 1006.1493 F.S. relating to the Florida Safe Schools Assessment Tool; and

**WHEREAS,** Florida Statute 1002.33(16)(b)12 specifically requires a Charter School to be in compliance with Section 1006.07(6)(c) F.S. relating to adopting an active assailant response plan; and

**WHEREAS,** Florida Statute 1002.33(16)(b)13 specifically requires a Charter School to be in compliance with Section 943.082(4)(b) F.S. relating to the mobile suspicious activity reporting tool; and



**WHEREAS**, Florida Statute 1002.33(16)(b)14 specifically requires a Charter School to be in compliance with Section 1012.584 F.S. relating to youth mental health awareness and assistance training; and

**WHEREAS**, Florida Statute 1006.12 requires one or more safe-school officers at each school facility within the school district. The school-safety officer may be a school resource officer, a school safety officer, a school guardian or a security guard or a combination of these options to fulfill this obligation; and

**WHEREAS**, the Winter Springs Police Department is the law enforcement agency of the City of Winter Springs; and

**WHEREAS**, the Winter Springs Police Department is not a separate legal entity and all references to the **CITY** herein shall include the Winter Springs Police Department; and

**WHEREAS**, the **CITY** has approved as an off duty detail the retention of its law enforcement officers by **CHOICES IN LEARNING** to perform the duties of a School Safety Officer; and

**WHEREAS**, **CHOICES** has retained a law enforcement officer employed with the Winter Springs Police Department through the police agency's Off-Duty employment detail for six consecutive years and wishes to continue with their services in this capacity; and

**WHEREAS**, **CHOICES** has chosen to retain a School Safety Officer (hereinafter referred to as SSO) as its means of complying with Florida Statute 1006.12; and

**WHEREAS**, the **SHERIFF** has established a School Safety Unit led by a **SHERIFF'S** Captain to enhance school safety initiatives in Seminole County Public Schools to include Charter Schools; and

**WHEREAS**, the **SHERIFF'S** School Safety Captain has many duties and responsibilities and among them is the oversight of the **SCHOOL RESOURCE OFFICER** Program (hereinafter referred to as SRO) and Focus on Safety Program administered within Seminole County Public Schools; and

**WHEREAS**, the Seminole County School Board and the **SHERIFF** have agreed to allow the **SHERIFF'S** School Safety Captain to be designated as the Seminole County School Safety and Security Specialist over Seminole County Public Schools as authorized by Florida Statute 1006.07(6)(a); and

**WHEREAS**, the Seminole County School Safety and Security Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies and procedures in the school district and the specific duties set forth in Florida Statute 1006.07 (6); and

**WHEREAS**, as required by F.S. 1006.12, the SSO retained by **CHOICES** must have undergone a background check, drug testing, a psychological evaluation and be a law enforcement officer defined in Florida Statute 943.1100(1), certified under the provisions of Chapter 943, and be employed by either a law enforcement agency or by the district school board; and

**WHEREAS**, the **SHERIFF** will make training opportunities available to **CITY**, at no cost for the actual training, in all subject matter areas provided to School Resource Officers in other Seminole County Public Schools as part of the School Resource Officer Program, such as Basic School Resource Officer Training,

SRO wrap around training, Instructor Techniques, Focus on Safety, Trauma Informed Care, Cyber Safety-Social Media Dangers and Awareness, Autism Awareness, Bullying Prevention, Exceptional Student Education Awareness Training, Mental Health Crisis Intervention Training, training addressing; active threats, hostage situations, bomb threats, de-escalation and incident command; and

**WHEREAS**, the Sheriff's School Safety Captain in his capacity as the Seminole County Public School Safety and Security Specialist will provide training and assistance to **CHOICES** to assist with compliance with mandated statutory responsibilities pursuant to Florida Statute 1002.33; and

**WHEREAS**, **CHOICES** at all times remains responsible for the safety and security of its students and faculty pursuant to Florida Statute Chapter's 1002 and 1006.

**NOW, THEREFORE**, in consideration of the mutual understandings set forth herein, **CHOICES, CITY** and **SHERIFF** agree as follows:

**1. Term**

The TERM of this Agreement shall be from the date the last party to execute signs the Agreement, until June 30, 2020.

**2. Purpose**

The purpose of this Agreement is to document the understanding of the **PARTIES** and their expectations in meeting the compliance requirements of Florida Statute 1006.12 to provide for the protection and safety of school personnel, property, students, and visitors and to enhance school safety.

**3. Cooperation**

It is agreed that the **PARTIES** shall provide all necessary cooperation and assistance so as to facilitate the requirements and goals of school safety as set forth in Florida Statute 1002.33.

**4. Basic Services**

**The CITY agrees to:**

- a) Have the Chief of Police for the Winter Springs Police Department designate a supervisor within the department to serve as the primary liaison contact with the Sheriff's School Safety Captain and provide notice of this designation's name and contact information to the **SHERIFF** and to **CHOICES**. An alternate secondary supervisor shall also be named to act in the absence of the primary liaison. These individuals shall be referred to herein as WSPD-DS. Notice of the WSPD-DS's shall be provided no later than August 8, 2019. The WSPD-DS will have sole discretion to decide who serves **CHOICES** as a School Safety Officer (SSO). **CITY** shall make sure the SSO's have the name and contact information for the WSPD-DS and the Sheriff's School Safety Captain.
- b) Allow only law enforcement officers who meet the requirements of 1006.12(2) to provide

services as an SSO to **CHOICES**.

- c) Make sure the SSO and WSPD-DS are familiar with this MOU, to include the SSO and WSPD-DS responsibilities listed in Exhibit "A" attached hereto and incorporated by reference herein, so they are aware of the expectations for this off-duty detail.
- d) Equip the SSO with a patrol vehicle, personal weapon, radio, and other standard equipment issued by the **CITY** to all of its law enforcement officers. Additionally, the SSO shall maintain full fitness for duty in order to be able to respond to crisis situations.
- e) Provide a sworn law enforcement officer to be on campus to provide continuous coverage during school hours. If the officer who has signed up to provide SSO coverage of the campus detail is not able to be on campus for any part of the school day when school is in session, the SSO shall contact the WSPD-DS for a replacement SSO. If a replacement SSO from the **CITY** is not available, the WSPD-DS shall contact the Sheriff's School Safety Captain who shall make arrangements for a law enforcement officer from the Sheriff's department meeting the requirements of F.S. 1006.12(1) or (2) to provide coverage of the school.
- f) Handle as an off-duty detail any requests by **CHOICES** for an officer for activities outside the regular school hours, such as sporting events or other special school events in accordance with the regular off-duty policies and procedures of the **CITY**, with appropriate payment by **CHOICES**.
- g) The SSO will wear the Official uniform worn by Winter Springs Police Department Officers at all times while working as an SSO.
- h) Provide to **CHOICES** and the Sheriff's School Safety Captain, in his capacity as the Seminole County Public School Safety and Security Specialist, an affidavit which shall be accepted as certification that its officers performing services as an SSO are in compliance with the requirements of Fla. Stat. 1006.12(2).
- i) Inform the SSO to use any information made accessible to him or her by **CHOICES** pursuant to the provision of services only for the purposes for which the disclosure was made or as otherwise authorized pursuant to Florida Statute 1006.07(7). **CITY** acknowledges and agrees that the SSO is not a "school official" pursuant to § 1002.221, Fla. Stat., 20 U.S.C § 1232g, and the federal regulations issued pursuant thereto.
- j) Inform any officer working in the school in the capacity of an SSO of the contents of this Agreement and the Student Code of Conduct and Discipline Code as provided to the **CITY** by **CHOICES**.
- k) Ensure that the SSO has reviewed **CHOICES'** Crisis and Emergency Plan, Active Threat Policy and Emergency Communication procedures, once provided to the **CITY** by **CHOICES**.
- l) Ensure that the SSO has had training in Emergency Management- Incident Command Training for Law Enforcement ICS100 Level.
- m) Advise the SSO to document his or her coverage at the school by entry into MiCAD the 15 DELTA code.

- n) Have its WSPD-DS submit to the Sheriff's School Safety Captain an x-cad report on a quarterly basis to assure coverage is being provided to **CHOICES** during all hours when school is in session.
- o) Have its WSPD-DS attend the quarterly Supervisor meeting set by the Sheriff's School Safety Captain held with School Resource Deputies and School Resource Officers.

**SHERIFF agrees to:**

- a) Provide coverage to **CHOICES** when coverage cannot be accomplished by the **CITY** so that compliance with F.S. 1006.12 is assured.
- b) Make the Sheriff's School Safety Captain available for training.
- c) Make available to the SSO's from the City, the non-statutory required training which is provided to the School Resource Deputies and School Resource Officers without charging tuition costs to the **CITY**.
- d) Make the Sheriff's School Safety Captain and Sheriff's staff available to assist **CHOICES** in complying with Florida Statutory mandates under Florida Statute 1002.33.

**CHOICES IN LEARNING agrees to:**

- a) Timely pay the agreed upon rate for services of \$2.50 per hour to the CITY and \$40.00 per hour to the reporting officer on a weekly basis. Timely pay for services provided by the SHERIFF within 15 days of receipt of the SHERIFF's invoice for services. The SHERIFF'S rate is for services provided under this MOU is \$40.00 per hour.
- b) Timely provide the SSO with access to information and resources needed to perform the objectives in this Agreement, to include office space preferably within the public entrance area of the school site, computer access, school staff contact information, and directory information, pursuant to **CHOICES** School Policy and consistent with the School's Charter Agreement, and applicable School District policies.
- c) Immediately provide the SSO with access to its Student Code of Conduct and Discipline Code; the School's Crisis and Emergency Plan; Active Threat Policy and Emergency Communication procedures.
- d) Require its threat assessment team to immediately consult with the WSPD-DS and the Sheriff's School Safety Captain when a student exhibits a certain pattern of behavior, based upon previous acts or the severity of an act that would pose a threat to school safety.
- e) Seek input from the Sheriff's School Safety Captain when developing any policy prohibiting bullying and harassment of a student or employee of the school.
- f) Provide the WSPD-DS and the Sheriff's School Safety Captain access to the Florida Safe Schools Assessment Tool (FSSAT) for use in assisting **CHOICES** with conducting security assessments in order to help **CHOICES** identify threats, vulnerabilities, and appropriate safety controls for the school.
- g) Seek input from the WSPD-DS and the Sheriff's School Safety Captain when formulating

policies and procedures for students and faculty for emergency drills and actual emergencies, including, but not limited to, fires, natural disasters, active shooter and hostage situations, and bomb threats.

- h) Conduct drills for active shooter and hostage situations in accordance with developmentally appropriate and age-appropriate procedures but at least as often as other emergency drills, and seek input from the WSPD-DS and the Sheriff's School Safety Captain when establishing an emergency response policy.
- i) Seek input from the WSPD-DS and the Sheriff's School Safety Captains when establishing a model emergency management and emergency preparedness procedure, including emergency notification procedures for the following life-threatening emergencies: Weapon-use, hostage, and active threat situations.
- j) Solicit input of the WSPD-DS and the Sheriff's School Safety Captain in any active shooter/threat training conducted at the school.
- k) Designate the WSPD-DS as a member of the Threat Assessment and Safety Team.
- l) Provide the Sheriff's School Safety Captain with sufficient time at the beginning of the school year and quarterly to participate in training conducted for school administrators, faculty, staff, and students on safety matters such as School Crises and Emergency plans, bomb threat(s) procedures, active threat and active-shooter situations, hostage situations, workplace violence, bomb lockdown and barricade, school evacuation procedures and other school safety matters.

**ALL PARTIES agree:**

- a) To work cooperatively with each other to proactively address school security issues and to provide students, faculty, and parents with quality law enforcement services and the safest learning environment possible.
- b) To work cooperatively with each other to equip elementary school-aged students with the right safety skills to make informed decisions in life and build a positive relationship with law enforcement officers.
- c) In all matters relating to the SSO's performance of law enforcement action, such as, but not limited to criminal incident investigations and on-campus arrests, the officer shall be subject to all standard operating procedures of the Winter Springs Police Department and applicable local, state or federal law.
- d) The SSO shall not act as a school disciplinarian, as disciplining students is a school responsibility. School officials shall handle matters involving school disciplinary matters of students, which are of a non-criminal nature. However, if the principal or his or her designee believes that an incident rises to the level of a violation of the law, the principal or his or her designee is to contact the SSO who shall then determine whether law enforcement action is appropriate. The SSO is encouraged to seek consultation with the WSPD-DS or the Winter Springs Chief of Police in any matter or situation he/she deems appropriate.
- e) In all situations wherein the reporting SSO contemplates criminal charges involving any

employee of **CHOICES** or a student's arrest for a felony occurring on the school grounds during the school day, the matter shall be brought to the attention of the WSPD-DS as well as the Principal and to the Sheriff's School Safety Captain.

- f) Under no circumstances shall **CHOICES** not have a law enforcement officer present on campus when the school is open while in session.
- g) To the extent allowed by law and as practicable, the **PARTIES** agree to give advance notice to the other and the opportunity for input prior to the release of any press release, media statements, or social media post on all matters related to law enforcement action taken on school grounds or dealing with **CHOICES** faculty.
- h) All body worn camera recordings captured by **CITY** within the school remain the property and work product of the **CITY**. Any request made to **CHOICES** by a third party for copies of video recordings shall be referred to the Records Division for the Winter Springs Police Department for handling in accordance with Florida law. The **CITY** and **CHOICES** further agree that if equipped with the use of a body-worn camera, then the camera operation is part of the officer's uniform. It is understood that within the school setting and when possible, the body-worn cameras will be used when taking law enforcement action, such as but not limited to, interviewing victims or witnesses, making arrests on the school campus, or as otherwise authorized by the policies or procedures of the Winter Springs Police Department. This paragraph shall apply equally to any Sheriff's Deputy who may be providing coverage to **CHOICES** as a result of the **CITY** being unable to provide coverage.
- i) The **CITY** and **CHOICES** shall notify the Sheriff's School Security Captain by June 1, 2020 if the provision of school safety pursuant to F.S. 1006.12 by use of an off-duty detail officer with the Winter Springs Police Department will not be used for the upcoming school year.

## 5. Hold Harmless

- a) **CHOICES** agrees to hold harmless the **CITY** and **SHERIFF**, their deputies, officers, employees and agents, from any liability, loss, damage, judgment, lien, expense and costs sustained or incurred in connection with any claims, suits, actions, or proceedings made or brought against the **CITY** or **SHERIFF** as a result of any act or omissions of **CHOICES** its officers, employees or agents, in the performance of its obligations under this Agreement and pursuant to its statutory obligations.
- b) The **CITY**, **SHERIFF** and **CHOICES** shall each be responsible for their own liabilities arising from their willful or negligent acts and omissions related to activities undertaken by such party in accordance with the terms of this Agreement. There shall be no indemnification by either the City or the Sheriff of any party. Nothing in this Agreement shall be construed as waiver of any privilege, defense or immunity afforded by law to any of the parties to this Agreement or their respective employees, officers or agents.

## 6. Notices and Agency Points of Contact

Whenever any party desires or is required by law or this Agreement to give notice unto the other party, notice shall be sent by certified mail or hand delivered to

**For CITY:**

Chris Deisler, Chief of Police  
Winter Springs Police Department  
300 N. Moss Road  
Winter Springs, FL 32708

WSPD-DS (name will be provided by the Chief of Police)  
address same as Chief

**For SHERIFF:**

Chief Sharon Bryan, Dept. of Youth Services  
Captain Rick Francis  
Seminole County Sheriff's Office  
100 Eslinger Way  
Sanford, Florida 32773

**For CHOICES IN LEARNING**

Dr. Janet Kearney, Principal  
1100 East S.R. 434  
Winter Springs, FL 32708  
(407) 302-1005

**7. Authority of the Parties**

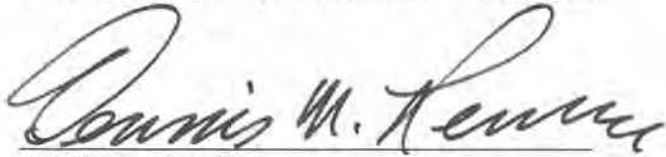
By signing this agreement, the signatories represent that they have the authority to act for and sign on behalf of the party in question.

**8. Entire Agreement**

- a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.
- b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused their named to be affixed hereto by the proper officers thereof for the purposes herein expressed.

**SEMINOLE COUNTY SHERIFF'S OFFICE:**



DENNIS LEMMA  
SHERIFF OF SEMINOLE COUNTY


Date: 08/13/2019

WITNESS:   
Nicole Nelson, Executive Assistant

**CHOICES IN LEARNING ELEMENTARY  
CHARTER SCHOOL, FOUNDATION:**




Date: 8/12/19

WITNESS: 

**CITY OF WINTER SPRINGS:**

  
Shawn Boyle, Interim City Manager

Date: 8.13.19

WITNESS: 



## EXHIBIT "A"

1. The SSO shall at all times perform his/her duties in accordance with standard operating procedures of the Winter Springs Police Department.
2. The reporting officer shall maintain all law enforcement powers, duties and responsibilities inclusive of his/her position as a law enforcement officer while performing the **CHOICES** off-duty detail.
3. The SSO shall have undergone a background check, drug testing, and a psychological evaluation as outlined in Florida Statute 1006.12 (1)( c ) prior to reporting for duty at **CHOICES**.
4. The reporting officer shall record his/her service time on campus by logging onto MiCAD utilizing the 15Delta code and clear from the event upon the end of their shift.
5. The reporting officer shall report to **CHOICES** and be equipped with a patrol vehicle, personal weapon, radio, and such equipment issued by the CITY to its law enforcement officers.
6. The SSO shall not participate in the **CHOICES** off-duty detail unless they have full fitness for duty in order to be able to respond to crisis situations.
7. The SSO understands he/she is expected and required to be on campus to provide continuous coverage during school hours. If the SSO is not able to be on campus for any part of his/her shift while school is in session, he/she must contact the WSPD-DS so arrangements for coverage can be made. In no event shall the SSO leave the campus until a replacement law enforcement officer arrives on campus.
8. No students will be contacted during school hours in conjunction with a criminal investigation of any nature without notice first being given to the school's principal. Any such contacts will be conducted in accordance with the standard operating procedures of the Winter Springs Police Department.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SSO will interface with students between class breaks, during lunch periods, before and after school and at school activities at which the officer is in attendance. The expectation is that the reporting officer will roam the school premises, check perimeters, be engaged with students and staff and remain unpredictable.
11. The WSPD-DS will consult with the Principal and the **SHERIFF'S** School Safety Division Captain regarding procedures for emergency drills and for actual emergencies, including but not limited to, fires, natural disasters, active shooter and hostage situations, and bomb threats.
12. The SSO will serve as a referral resource for students, faculty, and parents to community agencies.
13. The SSO will serve as a law enforcement resource person to the school administration.
14. The SSO shall be informed of any situation occurring on school grounds that the principal or his/her designee believes to be a violation of the law or criminal in nature.

15. The SSO shall communicate with the principal when determining whether a student arrest will be made or if there is an alternative solution to the incident, which would still be in compliance with Florida State Statute. The final decision for arrest or not to arrest will be with the SSO.
16. The SSO shall be fully familiar with the Student Conduct and Disciplinary Code adopted by the Seminole County School Board and made applicable to **CHOICES** pursuant to the Charter/Sponsor Agreement; the School's Crisis and Emergency Plan; Active Threat Policy and Emergency Communication procedures.
17. All sworn statements from the School Administrator (s), Teacher(s) and other staff members related to an incident where law enforcement action was deemed to be appropriate, must be secured by the SSO officer prior to the end of the day that the incident or event occurred.
18. The WSPD-DS will assist school administration with faculty and student readiness for all potential hazards and critical incidents.
19. The primary responsibility of the SSO is the safety of all students, staff and school property and to provide emergency response and stabilization of critical school incidents.
20. The following additional duties and responsibilities shall apply if the SSO is required by the **CITY** to utilize a body worn camera in the normal course of his/her business.
  - a) The **CITY** shall have a clearly defined body worn camera policy, which shall address its use in the school, a copy of which shall be provided to the principal.
  - b) The body-worn camera is for use solely when the SSO is performing law enforcement functions on campus. The body worn cameras are not to be left on for continuous recording and will only be activated when the SSO is performing a law enforcement function on campus.
  - c) The **CITY** must have clearly articulated standards for secure evidence storage and preservation, a copy of which shall be provided to the principal upon request.
  - d) The **CITY** is responsible for having the SSO participate in ongoing agency training pertaining to equipment use, and compliance with, applicable laws concerning the use of the body-worn cameras.
  - e) The SSO will document the use of the body-worn camera by use of agency case reference or other method when the body worn camera is used within the school and provide to WSPD-DS such documentation upon request and as authorized by law
  - f) The officer shall not release any body camera recording, except as strictly authorized by law and in accord with his/her agency policy.



# CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

Debris and Refuse Hauler with Grapple Arm Purchase

## SUMMARY

Hurricanes and major storm events create a need to quickly remove debris throughout the City. A grapple truck could be utilized for this purpose as well as throughout the year as trees come down and block roadways and sidewalks. Currently, a large backhoe or skid steer is dispatched along with a dump truck. This process is slow and not efficient. The grapple truck can also be used to remove concrete that has been demolished during normal City repair projects. With this equipment, one truck can be dispatched and the debris removed in a timely and efficient manner.

Ring Power has quoted an total amount of \$166,968 that consists of Chassis-Cab (Single Axle, Class 7, 33,000 lbs, GVWR(4X2)) in the amount of \$57,770 with after-market options in the amount of \$1,545 and OEM options in the amount of \$9,527 using Florida State Contract 25101600-16-1. Additionally, an Epsilon M100L72 Hydraulic Loader in the amount of \$98,126 using discounted Florida Sheriffs Association Contract FSA18-VEH16.0. This amendment will be revenue neutral as Electricity Franchise Fees are anticipated to have an off-setting positive variance.

## RECOMMENDATION

Staff recommends the City Commission approve a \$167,000 revenue neutral budget adjustment in the General Fund and authorize the City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with this Agenda item.





[Skip to Main Content](#)

## Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Medium and Heavy Trucks](#)

<< [Return](#)

### Medium and Heavy Trucks 25101600-16-1

#### Contract Details

<b>Effective Period</b>	10/01/2016 through 09/30/2021
<b>Contract Type</b>	State Term Contract

#### Contract Information

- [Contractors](#)
- [Pricing](#)
- [How to Use This Contract](#) (📄 242.29 KB)

#### Contract Documents

- [Microsoft Word](#) (📄 288.61 KB)
- [PDF](#) (📄 1.71 MB)
- [Forms](#)

#### Contract Administration

- [Christopher McMullen](#)
- [\(850\) 922-9867](#)
- [christopher.mcmullen@dms.myflorida.com](mailto:christopher.mcmullen@dms.myflorida.com)

#### Commodity Codes

Please refer to "How to Use This Contract" in the Contract Information section above.

#### Description

This State Term Contract is for the purchase of new Class 6, 7, and 8 medium and heavy chassis-cab trucks with or without installed options including various truck bodies and accessories.

#### Benefits

- Prices equate to discounts ranging up to 55% off of list price (MSRP) based on truck, body, and selected options (specific ceiling prices listed)
- Additional discounts possible for large quantity, identical vehicle orders
- Lead-time: 90 - 180 days (based on truck, body, and selected options)
- Delivery included in price
- Statewide awards
- Wide product selection with approximately 40 base vehicles on contract, each with associated options
- Manufacturer's standard most-inclusive government warranty

#### Document reader download link

- [Adobe PDF Reader](#)
- [MS Word Viewer](#)



## M100L72 - THE BULK WASTE CRANE SOLUTION

**PALFINGER**  
LIFETIME EXCELLENCE

The superior engineering of PALFINGER delivers the most effective combination of power, performance, speed, and quality. The M100L72 features a long main boom designed for maximum protection with a top mounted cylinder. The main lift cylinder is protected by a heavy-duty steel guard, and the EPSCOPE extension system provides unmatched protection with internal components that are serviceable without dismantling the boom. Every hose, pipe and cylinder on the M100L72 are either internally routed or protect from the elements. The double rack slewing system provides an industry leading net slewing torque, and the linkage system gives the operator up to 60% more lifting power creating constant main boom speed and power throughout the lift.

[WWW.PALFINGER.COM](http://WWW.PALFINGER.COM)



# How to Use This Contract

## Medium and Heavy Trucks (25101600-16-1)

Contractor information, pricing, and contract documents are located on the contract webpage at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/state\\_term\\_contracts/medium\\_and\\_heavy\\_trucks](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/medium_and_heavy_trucks).

### State Agencies

- The State of Florida’s online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
  - Please contact the contractor(s) directly to request a quote; contractor contact information is accessible from the contract webpage. The contractor must provide a quote using the approved **Price Quote Form** within two business days; the requested representative model, OEM options, identified aftermarket options, and non-identified aftermarket options must be itemized on the form.
  - Create a requisition/purchase order in [MFMP Buyer](#); for additional information, visit [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_agency\\_customers/mfmp\\_university/requisitions\\_purchase\\_orders](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders). Attach the **Price Quote Form** and a completed [Request for Acquisition of Motor Vehicle\(s\) and Mobile Equipment \(MP6301\)](#) to the purchase order; if OEM options are included, attach a copy of the MSRP list(s) for the requested options.
  - **CATALOG TYPE:** None - Create a requisition and click the ‘Create Non-Catalog Item’ button. In the ‘Supplier’ field, use the appropriate contractor’s FEIN, as provided on the contract webpage; in the ‘State Contract ID’ field, select the contract number shown above from the drop-down menu.
  - **COMMODITY CODE:** Select the most appropriate eight-digit commodity code under 25101600, 25101917, or 25102100; the current list of commodity codes activated in MFMP is located at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/commodity\\_codes](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes).
  - **METHOD OF PROCUREMENT:** A - State term contract without RFQ
  - The contractor must acknowledge receipt of the purchase order using the approved **Acknowledgement of Order Form** within five business days; the form must include the estimated delivery date and manufacturer’s order confirmation (if applicable).



- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.

## Eligible Users

- Eligible users, as defined by [Rule 60A-1.001, Florida Administrative Code](#), may contact the contractor(s) directly to place an order using this contract; contractor contact information is accessible from the contract webpage.

## Frequently Asked Questions

- Can I purchase from a vendor outside of this contract if they offer better pricing?
  - In accordance with section 287.056, Florida Statutes, state agencies are required to purchase commodities and contractual services from state term contracts procured by the Department of Management Services.
- What should I do if I have an issue with the contractor?
  - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

## Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace).
- If you have any questions or require assistance specific to the [Request for Acquisition of Motor Vehicle\(s\) and Mobile Equipment \(MP6301\)](#), please contact the Department of Management Services' Fleet Management Help Desk at 850-488-4929 or [fleethelpdesk@dms.myflorida.com](mailto:fleethelpdesk@dms.myflorida.com).



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

We serve those who serve Florida

**The State of Florida**

**Department of Management Services**

**INVITATION TO BID**

**ITB No: 11-25101600-C**

**MEDIUM AND HEAVY TRUCKS**

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## **Section 1 Introduction**

### **1.1 Bid**

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to replace the current State Term Contract (STC) for Medium and Heavy Duty Trucks.

The Department intends to solicit for, and enter into contracts with, responsive and responsible Bidders according to the criteria defined herein, for the provision of Commodities and contractual services described within this solicitation under the authority and criteria established by section 287.057, Florida Statutes.

This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Tool and Vendor Bid System (VBS). The Vendor Bid System shall serve as the official system of record. Vendors interested in submitting a response or bid shall comply with all of the terms and conditions described in this ITB. Information about submitting a response or bid can be found in Instructions to Bidders, section 2 of this solicitation.

### **1.2 Solicitation Overview**

The current STC for Medium and Heavy Duty Trucks has an estimated average annual spending volume of approximately \$750,000 dollars for State Agencies. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purposes under any new contract. Customers include State Agencies and Eligible Users. See section 2.8 for information regarding Basis of Award.

### **1.3 Definitions**

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference, and apply to this solicitation. These definitions apply in both their singular and plural sense.

#### **1.3.1 Bidder or Respondent**

One who submits a response to this Invitation to Bid (ITB).

#### **1.3.2 Commodity(ies)**

A tangible good, which may or may not meet the specifications herein. Commodities under this contract are the Base Vehicles, Options, and any Original Equipment Manufacturer (OEM) Options associated with each Representative Model.

#### **1.3.3 Commodity Code(s)**

The State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

#### **1.3.4 Component, Feature or Configuration**

An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Base Vehicle, Options, or Representative Model.

### **1.3.5 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its response that the Bidder claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential".

### **1.3.6 Contract**

The agreement that results from this competitive procurement, if any, between the Department and the Contractor identified as providing the best value to the State as per section 4.1, General Contract Requirements.

### **1.3.7 Contractor(s)**

The Vendor that has been awarded and contracts to provide Medium and Heavy Duty Trucks, which meet the requirements, specifications, terms, and conditions herein, to State Agencies and Eligible Users.

### **1.3.8 Dealer(s) or Certified Representative(s)**

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and contracted services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part or independently owned and controlled.

### **1.3.9 Eligible User**

As defined in Rule 60A-1.005, Florida Administrative Code.

### **1.3.10 EPA / Industry Class**

The U.S. Environmental Protection Agency's categorization of vehicles. The size class for trucks is defined by the gross vehicle weight rating (GVWR).

### **1.3.11 Gross Vehicle Weight Rating (GVWR)**

The maximum weight of vehicle, including passengers, cargo and trailer tongue load.

### **1.3.12 Group**

A series of commodities with applicable commodity codes which are described in section 3.2, Commodity Specifications and Standards.

### **1.3.13 Manufacturer/Brand**

The original producer or provider of Representative Models or Options responsive to this solicitation.

### **1.3.14 MSRP**

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded.

MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

### **1.3.15 MSRP List**

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific commodities, equipment models, or contractual services. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Chrome Systems, Inc.'s Carbook Fleet Edition,
- Manufacturer's Annual U.S. Price Book, and
- Manufacturer's official website.

### **1.3.16 Non-Identified Aftermarket Option(s)**

An optional new and unused component not specified, feature, or configuration not included in the Base Vehicle or Representative Model's specifications or Options identified by the Department but may be installed to or uninstalled from the State of Florida's Representative Vehicle by the Manufacturer, Dealer, Port, or Eligible User, if ordered by the Eligible User.

### **1.3.17 OEM or Manufacturer(s)**

The Original Equipment Manufacturer or original producer of a Commodity and/or service.

### **1.3.18 Option(s) (including OEM)**

A Motor Vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Base Vehicle, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Representative Model by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

### **1.3.19 Options MSRP Credit**

A price of the Option that will result in a negative number.

### **1.3.20 Payload Capacity**

The combined maximum allowable weight of cargo and passengers that the vehicle is designed to carry. It is the Gross Vehicle Weight Rating minus the Base Curb Weight. Base Curb Weight is the weight of the vehicle including a full tank of fuel and all standard equipment. It does not include passengers, cargo or any optional equipment.

### **1.3.21 Representative Model, Base Model(s), Base Vehicle(s), or Vehicle(s)**

A Department specified Commodity, that may include manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, description, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by a Manufacturer, Port, and Dealer on their standard base version of the Commodity.

### **1.3.22 UNSPSC**

An acronym for the United Nations Standard Products and Services Code.



### 1.3.23 Vendor(s)

The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

### 1.4 Term

The term of the contract shall be five (5) years without the option of renewal. The contract is expected to be effective August 1, 2016, and to end on July 31, 2021.

### 1.5 Contract Objective

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8 Basis of Award. The Contract shall be composed of the following: This solicitation, General Contract Conditions ([PUR 1000](#)), Special Contract Conditions, Description of Scope, Price Sheet (format approved by the Department) submitted by the Contractor after award and additional documentation (as required).

### 1.6 Timeline of Events

Attachment A contains the Timeline of Events for this solicitation. Bidders should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline of Events shall be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) and within the [MFMP Sourcing Tool](#).

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES SHALL BE AS REFLECTED IN THE TIMELINE.** The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

**It is strongly recommended to submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response.**

### 1.7 Order of Precedence for Solicitation

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Solicitation, if issued
2. Introduction
3. Description of Scope
4. Special Instructions
5. General Instructions
6. Special Contract Requirements
7. General Contract Requirements
8. Attachments

### 1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the contract award is made.

Procurement Officer for this ITB is:  
Leslie Gallegos Williams  
Associate Category Manager  
Florida Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
Phone: (850) 488-8366  
Email: [Leslie.Gallegos@dms.myflorida.com](mailto:Leslie.Gallegos@dms.myflorida.com)

**\*\*\*\*ALL EMAILS TO PROCUREMENT OFFICE SHALL CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL\*\*\*\***

### **1.9 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)**

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

### **1.10 Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Accommodation requests for meetings shall be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

### **1.11 Lobbying Disclosure**

The successful vendor shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful vendor, subcontractors or any authorized agent. Certification forms shall be filed by the successful vendor and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful vendor and all subcontractors to disclose lobbying activities. The successful vendor shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

### **1.12 ITB Process**

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to section 287.057(1) (a), F. S. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process and also posts the solicitation in the MFMP Sourcing Tool.

Bidders must submit questions in writing to the Procurement Officer via the MFMP Sourcing Tool by the date listed in Attachment A; Timeline of Events. Bids shall be submitted by the deadline listed in the Timeline of Events. The Department shall open the bids in a public meeting. Once the Department has validated bid submittals, the Department shall post a Notice of Intended Award on the VBS.

### **1.12.1 Question Submission**

The Department shall entertain written questions regarding the solicitation or the procurement process submitted through the MFMP Sourcing Tool for a limited period of time as specified in the Timeline of Events. The purpose of this question period is to promote the Bidder's full understanding of the solicitation requirements by providing written binding answers to questions about the solicitation.

In order to submit a question, Bidders shall be registered in MFMP Sourcing and have access to the "Messages" tab in the solicitation dashboard. For information about registering with MFMP Sourcing, please see section 2.2; Special Instructions. The Department shall not respond to questions submitted through any other format or medium (telephone calls, emails, letters, etc.).

Questions submitted via the "Messages" tab within the MFMP Sourcing Tool shall be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be officially answered via addenda as stated in the Timeline of Events. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel.

### **1.12.2 Solicitation Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation package during the solicitation period, a written addenda shall be posted on the VBS and the MFMP Sourcing Tool as Addenda to this solicitation. It is the Bidder's responsibility to check VBS and MFMP Sourcing Tool periodically for any information or updates to this solicitation. The Department bears no responsibility for any resulting impacts associated with a prospective Bidder's failure to obtain the information made available through the VBS and MFMP Sourcing Tool.

### **1.12.3 Protest of Terms, Conditions, and Specifications**

With respect to a protest of the terms, conditions, specifications contained in this solicitation, including any provisions governing the methods for scoring or ranking responses, awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the ITB" includes this solicitation document, any addenda, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

### **1.12.4 Public Opening**

In accordance with PUR 1001, responses shall be opened on the date and at the location indicated on Attachment A, Timeline of Events. Bidders should, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes.

### **1.12.5 Electronic Posting of Notice of Intended Award**

Based on the evaluation, on the date indicated in the Timeline of Events the Department shall electronically post a Notice of Intended Award on the VBS and the MFMP Sourcing website for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the Notice of Award is

delayed, in lieu of posting the Notice of Intended Award the Department may post a notice of the delay and a revised date for posting the Notice of Intended Award.

#### **1.12.6 Protest of Notice of Intended Award**

Any Bidder desiring to protest the Notice of Intended to Award shall file any notice of protest and any subsequent formal written protest with Agency Clerk, Department for Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **1.13 Firm Response**

The Department should make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Department's sole discretion, be accepted or rejected.

#### **1.14 Modification or Withdrawal of Bid**

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time **prior** to the bid due date in accordance with the Timeline of Events. For instructions on how to modify or withdraw bids refer to the link: [MFMP Vendor Toolkit](#) or for technical assistance please select this link: [MFMP Vendor Help](#) or call (866) 352-3776.

#### **1.15 Cost of Response Preparation and Independent Preparation**

The costs related to the development and submission of a response to this ITB is the full responsibility of the Bidder and is not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

#### **1.16 Taxes**

The State does not pay Federal excise or sales taxes on purchases of equipment. The State shall not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the Contract.

#### **1.17 Disclosure of Bid Contents**

Pursuant to the Public Records Act, all documentation provided to the Department as part of the ITB shall become the property of the Department and shall not be returned to the Bidder unless it is withdrawn prior to the response opening.

#### **1.18 Contract Formation**

The Department shall issue a Notice of Intent to Award, if any, to successful Bidder(s), however, no Contract shall be formed between Bidder and the Department until the Department signs the Contract. The Department shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to section 2.8; Basis of Award. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified and incorporated by reference in the attached contract document. If any additional documents are submitted by the Bidder, the additional documents shall not be considered for the Basis of Award.

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## Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The [PUR 1001](#), The General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

### 2.2 Special Instructions

#### 2.2.1 MFMP Registration

Each Bidder doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

Registered Vendors: Login using your [MFMP Vendor Information Portal \(VIP\)](#) username and password to ensure your contact information is correct and that you have registered the commodity code(s) of the MFMP Sourcing event. Registered Vendors are also encouraged that you have indicated on the 'Solicitations' page that you wish to participate in electronic solicitations in MFMP Sourcing.

Unregistered Vendors: If you are not currently registered with MFMP VIP you must:

- a) Create an account through the [MFMP Vendor Information Portal \(VIP\)](#).
- b) Indicate on the MFMP VIP's Solicitations page that you wish to participate in electronic solicitations.
- c) In the Commodity Selections section within MFMP VIP, select the commodity codes that best describes the goods and services that your business would like to provide to the State. You will not receive notifications for commodities codes that you do not select.

Please Note: VBS and MFMP Sourcing provide automated notifications as a courtesy to the vendor community based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor doesn't have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. **Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.**

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

## 2.2.2 How to Submit a Bid

Submit responses to this solicitation via the MyFloridaMarketPlace Sourcing Tool by selecting this link: [MFMP Sourcing 3.0 Login](#). Bidders shall have a current Vendor registration and be active for “Sourcing Events” within the link [MFMP Vendor Information Portal](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing Tool 3.0.

Include all appropriate pricing, discounts, documents, forms, files, questions, and information responses located within the MFMP Sourcing Tool for the solicitation in Bids. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses are to be entered electronically in the MFMP Sourcing Tool during this solicitation as indicated.

### 2.2.2.1 MFMP Sourcing File Attachment Naming Convention

Attachments submitted in MFMP Sourcing should be similar to the following file naming conventions:

#### **Example:**

JohnDoeLLC\_ExecutiveSummary.pdf  
JohnDoeLLC\_Attachment\_A.pdf  
JohnDoeLLC\_Attachment\_B.pdf  
JohnDoeLLC\_Attachment\_C.pdf  
JohnDoeLLC\_Attachment\_D.pdf  
JohnDoeLLC\_PriceSheet.pdf

## 2.2.3 Sourcing Tips and Training

After logging into MFMP Sourcing 3.0, “My Events” lists all events the Bidder already chose to “Join” (i.e., you intend to submit a formal response). “Public Events” lists those events associated with the Bidder’s registered UNSPSC listed in their Bidder Information Portal (VIP) accounts, but the Bidders have not yet “Joined.” Joining an event moves the event from “Public Events” to “My Events,” allows the Bidder to submit questions about the event (solicitation), and alerts Bidders to any associated updates (e.g., addenda, event edits, etc.).

To respond to a solicitation, Bidders shall review and accept the electronic agreement on the “Review and Accept Agreement” page. Click the radio button next to, “I accept the terms of this agreement.”

When responding, save work frequently – at intervals less than 20 minutes. Sourcing 3.0 automatically times out after 20 minutes of inactivity. Any unsaved information may be lost when the system times out. Clicking the “Save” button within Sourcing 3.0 only saves your solicitation responses.

To transmit responses to the State, Bidders shall click “Submit Entire Response.” After clicking the “Submit Entire Response” button, Bidders are responsible to verify and validate any submitted response in Sourcing 3.0 to ensure their responses are accurate and complete prior to the bid closing time.

Bidders should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.

To validate responses, please do the following before the Solicitation period ends:

Click the “Response History” link to confirm that your “submitted” response is visible, and, therefore, formally submitted.

Confirm that a status of “Accepted” displays next to your submitted response.

Click on the Reference number of your submitted bid response to review the submission.

Please check the following:

- Text boxes – Is your entire answer viewable?
- Yes/No questions – Are the displayed answers correct?

For technical assistance, contact the MFMP Customer Service Desk (CSD) at (866) 352-3776 or by email at [VendorHelp@MyFloridaMarketPlace.com](mailto:VendorHelp@MyFloridaMarketPlace.com). For additional information regarding Vendor online training or to view MFMP Sourcing training documents select the hyperlink, [MFMP Vendor Toolkit](#).

#### **2.2.4 Commitment to Diversity in Government Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Bidder can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

#### **2.2.5 Who May Respond**

Any Medium and Heavy Truck Manufacturers or Dealers, who are registered with and considered to be in good standing by the Florida Department of State, may respond. To be eligible for award, a Bidder is to satisfy the requirements, specifications, terms, and conditions of the solicitation and demonstrate their capability to perform a statewide Contract in the State of Florida, and is authorized by the Florida Department of State to do business in the State of Florida.

**NOTE:** Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent out-of-state corporations



agree to attain such authorization within seven business days of notice of award, if the Respondent is awarded. All Bidders must be eligible to do business with the State of Florida and registered through the Department of State. Website: [www.sunbiz.org](http://www.sunbiz.org).

#### **2.2.6 Manufacturer's Name and Approved Equivalents**

The Bidder may provide equipment that meets or exceeds the applicable specifications as an equivalent for evaluation to the Procurement Officer via the MFMP Sourcing Tool by the date listed in Attachment A; Timeline of Events. The Bidder must demonstrate equivalency, using appropriate catalog materials, literature, specifications, test data, etc. The Department shall determine, in its sole discretion, whether the equipment is accepted as an equivalent.

#### **2.2.7 Mandatory Requirements or Conditions**

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of "shall", "must", or "will" (except to indicate futurity) in this solicitation, indicates a requirement or condition that may be mandatory. A deviation from a mandatory requirement or condition is material if, in the State's sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words "should" or "may" in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

#### **2.2.8 Bidder Qualification Questions**

Bidders must submit a Yes/No response to the following Qualification Questions within the MFMP Sourcing Tool. Bidders are to meet and respond to the qualifications identified in the following Qualification Questions in order to be considered responsive. The Department may reject bids from Bidders who answer "No" to any of the Qualification Questions.

**2.2.8.1** Does the Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder's behalf?

**2.2.8.2** Does the Bidder certify that it is not a Convicted Vendor as defined in section 7 of the PUR1001?

**2.2.8.3** Does the Bidder certify that it is not a Discriminatory Vendor as defined in section 8 of the PUR1001?

**2.2.8.4** Does the Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section [215.473](#), Florida Statutes?

**2.2.8.5** Does the Bidder certify compliance with section 9 Respondent's Representation and Authorization of the PUR1001?

**2.2.8.6** Does the Bidder certify compliance with transaction fees as required by section 287.057, Florida Statutes?

**2.2.8.7** Does the Bidder certify that they are currently registered to do business with the State of Florida?

**2.2.8.8** Does the Bidder certify that it shall, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in section 2.3.4.4 of this solicitation?

**2.2.8.9** Does the Bidder certify that it shall, if awarded, submit to the Department a Quarterly Sales Report, as required in section 4.26.1 of this solicitation?

**2.2.8.10** Does the Bidder certify that they shall, if awarded, pay all transaction fees as required by the contract for Eligible Users' and State Agencies as required by section 287.057, Florida Statutes?

**2.2.8.11** Does the Bidder certify that they have read and understand the requirements stated in section 2.4, Supporting Documents?

**2.2.8.12** Does Bidder certify that, if awarded, it has (1) full-service repair facility in Florida from which the commodities bid may be installed, serviced, and repaired under warranty and the terms of the Contract, as required in section 2.5 of this solicitation?

**2.2.8.13** Does the Bidder certify that they have submitted the MSRP Certification (Attachment H) from each Manufacturer as required in section 2.3.4.6?

### **2.3 Contents of Bid**

Organize Bids in parts as directed below. Submit all the information requested in each part below through the [MFMP Sourcing Tool](#). Failure to submit all of the requested information in sections 2.3.1 through 2.3.4 (Part 1 through Part 4) below, in the format required under this ITB may result in a determination of Bidder non-responsiveness. Mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution is not permitted. Label each response with the appropriate section number (and part number) below:

#### **2.3.1 Part 1 - Vendor Information (Attachment B)**

Bidder must download and complete the Vendor Information Form (Attachment B), found in section 5, to include all of the below:

**2.3.1.1** Company Name and Address.

**2.3.1.2** Contact Points for the Department including: Name, title, phone number and email of a primary and secondary person within the company responsible for administering the contract.

**2.3.1.3** Federal ID Number

**2.3.1.4** Internet website address

*Note: Bidder shall download and submit this form in section 5.*

#### **2.3.2 Part 2 - Past Performance (Attachment C)**

Bidder must download and complete the Past Performance Form (Attachment C), found in section 5. This Attachment is a synopsis of three (3) most recent large volume vehicle contracts or government purchase orders held within the past five (5) years for State

Agencies, governmental entities, or businesses (which are similar to this ITB) in which your organization provided medium and heavy duty trucks or motor vehicles. Information requested on the form will include the following:

- 2.3.2.1** General Organization Information;
- 2.3.2.2** Contract or Government Purchase Order Number;
- 2.3.2.3** Contract Name (if applicable);
- 2.3.2.4** Term of the Contract or Government Purchase Order (Start Date – End Date);
- 2.3.2.5** Briefly describe the type of vehicles sold on this Contract or Government Purchase Order.
- 2.3.2.6** Customer’s Contact Information:
  - 2.3.2.6.1** Contact Name;
  - 2.3.2.6.2** Contact Telephone;
  - 2.3.2.6.3** Contact Email;
- 2.3.2.7** Number of vehicles sold by your organization under the Contract or Government Purchase Order;
- 2.3.2.8** Total number of your organization’s personnel assigned to Contract or Government Purchase Orders;
- 2.3.2.9** The final overall sales dollars received by your organization under the Contract or Government Purchase Order;
- 2.3.2.10** Has your company completed all requirements of the Contract or Government Purchase Order (i.e. fees, reports, customer warranty work, etc.? (Yes or No)
  - 2.3.2.10.1** If No, Please provide further explanation.
- 2.3.2.11** For each Reference, provide one copy of the invoice during the Contract timeframe.

*Note: Bidder shall download and submit this form in section 5. In addition, multiple files may be submitted as a zip file.*

### **2.3.3 Part 3 - Price Sheet Submission (Attachment D)**

The Price Sheets for the six (6) Commodity Groups are in separate Microsoft Excel™ workbooks. Each workbook contains Group Price Sheet Index and tabs for each related Base Vehicle. Bidder shall download each Group’s Price Sheet workbook (Attachment D.1-D.6- Pricing Sheet), found in section 5, complete all requested information and upload the workbook within section 5 of the MFMP Sourcing Tool.

**2.3.3.1** The Groups are as follows:

**2.3.3.1.1** Attachment D. 1 Chassis Cab

**2.3.3.1.2** Attachment D. 2 Flat Bed Dump Truck

**2.3.3.1.3** Attachment D. 3 Dump Truck

**2.3.3.1.4** Attachment D. 4 Flat Bed Stake Body Truck

**2.3.3.1.5** Attachment D. 5 Dry Freight Truck

**2.3.3.1.6** Attachment D. 6 Truck Tractor

*Note: Bidder shall download and submit these Attachments in section 5.*

**2.3.3.2** Bidder may respond to as many of the provided Base Vehicles and requested information as they may choose to bid, but must provide only one bid per Representative Model per Manufacturer or Brand per Base Vehicle. Bidders must supply all related information for each Base Vehicle per Representative Model as requested in the appropriate areas and formats required in the Price Sheet Workbook(s).

*Note: Multiple Price Sheet Workbooks may be submitted as a zip file.*

**2.3.3.3** The Bidder shall only offer the smallest available engines meeting or exceeding the cubic inch displacement (C.I.D.)/Liter, minimum gross Horsepower, and minimum ft.-lbs. gross Torque requirements of each Commodity specification herein. The Horsepower and Torque ratings provided are based on the best information available to the Department at the time the specifications were developed. If the C.I.D./Liter, gross Horsepower, or Torque requirements are believed inaccurate in a specification herein, the C.I.D./Liter, gross Horsepower, and Torque rating of the Base Vehicle(s) listed in the Commodity(ies) Group Price Sheets individual Base Vehicle's specification tab, shall take precedence.

**2.3.3.4** Attachment D: Instruction and General Information, found in section 5, is incorporated by reference. Review and follow the Instruction and General Information as provided in the Price Sheets. The Bidder is required to supply accurate and complete information. When entering a bid for a Base Vehicle, complete all applicable fields and tab(s). Bidder's Representative Model information from the Price Sheet Index shall autofill onto the corresponding Base Vehicle's tab (as numbered by contract code). If Bidders do not wish to bid a specific Base Vehicle, leave the line (row of cells) untouched or blank (do not delete the row) on the Price Sheet Index and do not fill in the Base Vehicle's tab (do not delete the tab).

**2.3.3.4.1** The bright yellow cells on a Group's Price Sheet Index, automatically calculate the Calculated Score<sup>13</sup> for each Bidder's Representative Model's Base Vehicle Price<sup>11</sup> and OEM Options Discount<sup>12</sup>, which the Department will use in selecting Contractors for award in accordance with section 2.8; Basis of Award. The Calculated Score<sup>13</sup> shall be displayed in the orange cell corresponding with the Base Vehicle's row.

**2.3.3.4.2** The light yellow cells on each Group's Price Sheet Index are where the Bidder shall enter the information for: Organization Name<sup>7</sup>, Manufacturer/Brand<sup>8</sup>, and Estimated Lead Time in Days<sup>15</sup>, etc. On the Base Vehicle tabs, Bidders shall be required fill in the light yellow cells under Representative Model Specifications<sup>20</sup>.

**2.3.3.4.3** Bidders shall fill in Representative Model's<sup>9</sup> Options Specification Information<sup>21</sup> for the Base Vehicle's Options in the white cells. Some Options may require information for the Representative Model Specifications<sup>20</sup> as specified in the light blue cells. The Options' information will not be part of the Calculated Score but must be submitted with the bid. If a Bidder enters \$0.00 for an Option, the Customer may select or add to the awarded Contractor's Base Vehicle Representative Model<sup>9</sup> at no cost. If a Departmental specified Option is non-applicable for the Representative Model<sup>9</sup> or the Bidder chooses not to include Option prices with the response, leave the cell(s) blank.

**2.3.3.5** All Prices, shall be submitted as whole in U.S. Dollars (\$USD; e.g., \$99,999.00) **ranges shall not be accepted**. Negative Prices shall only be accepted in the following columns: Customer Pick Up Discount<sup>14</sup> (Located on the Group Price Sheet Index), Price<sup>26</sup> (Located on the Base Vehicle Tabs). All discounts must be a whole percentage with no decimal place (%; e.g., 15%) **negative percentages or ranges shall not be accepted**. Values entered for OEM Option Discount or Options without bidding the Representative Model's Base Vehicle Price<sup>11</sup> may be rejected as non-responsive.

**Failure to provide accurate and compliant Price Sheets with the Response may result in the Bidder being deemed non-responsive.**

#### **2.3.4 Part 4 - Other Information**

##### **2.3.4.1 Current Department of State Registration Form**

Submit a current copy of the Bidder's registration with the Florida Department of State, which authorizes the company to do business in the State of Florida (<http://www.sunbiz.org>) see section 2.2.5.

#### **2.3.4.2 Out-of State Preference Letter from Attorney (if applicable)**

Any Bidder who states that its “principal place of business” is outside of this state shall submit with its bid a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, “principal place of business” means the state in which the Bidder’s high level officers direct, control, and coordinate the Bidder’s activities.

#### **2.3.4.3 Certification of Drug-Free Workplace (Attachment E)**

Bidder must download and complete the Certification of Drug-Free Workplace (Attachment E), found in section 5.

#### **2.3.4.4 Preferred Pricing Affidavit (Attachment F)**

Bidder must download and complete the Preferred Pricing Affidavit (Attachment F), found in section 5.

#### **2.3.4.5 Savings/Price Reduction (Attachment G)**

The Bidder is required to demonstrate the percent (%) savings in prices offered compared to the MSRP List or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid using Attachment G, Savings/Price Reductions form. The Bidder is required to submit this form with its bid, and if awarded, at the time of any extensions. The Savings/Price Reduction Form (Attachment G) is found in section 5.

#### **2.3.4.6 MSRP Certification (Attachment H)**

Bidder must download and complete the MSRP Certification (Attachment H), found in section 5.

#### **2.3.4.7 Manufacturer’s Certification (Attachment I)**

Bidder must download and complete the Manufacturer’s Certification (Attachment I), found in section 5. The Manufacturer’s Certification form(s) must be executed by the Manufacturer(s) only, and may not be completed by the Dealer. Dealer agreements shall not be accepted in lieu of a Manufacturer’s Certification form.

#### **2.3.4.8 MSRP Lists**

Bidder must submit the MSRP List(s) consistent with section 2.4 Supporting Documents.

*Note: Multiple MSRP lists may be submitted as a zip file.*

**Failure to provide accurate and compliant Other Information documents with the Response may result in the Bidder being deemed non-responsive.**

## **2.4 Supporting Documents**

Bidder shall submit the following Supporting Documents with their Bid, as noted:

**MSRP List:** If the Manufacturer has not published Representative Model pricing at the time of the bid (on the sources as defined in section 1.3.15), the Bidder shall provide a list(s) of vehicles to the Department that are pending price publication. With the bid, Bidder shall

provide one (1) applicable, current, complete, and separate MSRP List (as defined under section 1.3.15) for each Group by Representative Model(s) and Manufacturer or Brand Name bid under Attachment D, Price Sheet. Therefore, multiple MSRP Lists may be required (e.g., by Group and Manufacturer or Brand Name).

The MSRP List shall include the Manufacturer's Model Number, Manufacturer's Item Description, and MSRP for each of the Manufacturer or Brand Name and Group's applicable Base Vehicle and identified Options; The MSRP List shall include the applicable Group Manufacturer or Brand Name, MSRP List Name, Percent Discount and MSRP List Date on the cover or first page.

Bidder shall complete MSRP Certification (Attachment H), found in section 5, from each Manufacturer. Bidder shall not alter, adjust, or modify a Manufacturer's MSRP when submitting Supporting Documents. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. The Department shall be the final arbiter of MSRPs if a Bidder's pricing differs from the published MSRPs.

The Supporting Documents shall be uploaded to the Department per section 2.2.2 of the solicitation. **Failure to provide accurate and compliant Supporting Documents with the Response may result in the Bidder being deemed non-responsive.**

## **2.5 Full-Service Repair Facilities**

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

## **2.6 Responsiveness Criteria**

The Department shall determine responsive bids. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders who's Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meets the requirements, specifications, terms, and conditions of the solicitation, and which Bidders are responsive and responsible.

## **2.7 Alternate Responses**

Bidder may not submit more than one bid for each listed Manufacturer or Brand Name per Group per Base Vehicle. The Department seeks each Bidder's single-best response for each Base Vehicle, Manufacturer or Brand name per Group.

## **2.8 Basis of Award**

The Contract(s) shall be awarded to the responsive, responsible Bidder(s) that submits a bid that the Department determines is the lowest overall Calculated Score for each Base Vehicle Price and OEM Options Discount as per section 2.8.1. The Department reserves the right to accept or reject

any and all bids, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

Multiple awards may be made to up to three (3) Bidders for each Base Vehicle if the Calculated Score of the Bidder is less than or equal to five percent (5%) of the lowest Calculated Score per Base Vehicle. The Department reserves the right to award to multiple Bidders for a Base Vehicle or to make no award for a Base Vehicle, as determined to be in the best interest of the State.

*Note: All Calculated Scores of \$0.00, showing error codes, or that do not include the Base Vehicle Price<sup>11</sup>, OEM Options Discount<sup>12</sup>, and Required Representative Model Specifications, etc. as required, may be rejected as a non-responsive bid for the Base Vehicle(s).*

### **2.8.1 Calculated Score**

*The Calculated Score for each bid must include the Base Vehicle price and OEM Options Discount which shall be calculated as follows:*

**Formula:  $(B \times 0.95) + [(1 - D) \times (B \times 0.05)] = \text{Calculated Score}$**

Where:

**B =** Bidder's Representative Model's Base Vehicle Price<sup>11</sup>. *Note: All Prices [Credits] must be in U.S. Dollars, whole (e.g., \$99,999.00).*

**D =** OEM Options Discount<sup>12</sup>. *Note: All Discounts must be a positive percentage with no decimals (e.g., 99%) and ranges shall not be accepted.*

### **2.9 Preference to Florida Vendors**

If the lowest bid is submitted by a Bidder whose principal place of business is located outside the State of Florida, preference shall be applied consistent with section 287.084, Florida Statutes.

### **2.10 Tie Bids**

In the event that the Department's evaluation results in identical evaluations of bids, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C.

### **2.11 Rejection of Bids**

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

### **2.12 Minor Irregularities/Right to Reject**

The Department reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

### **2.13 Redacted Submissions**

The following section supplements section 19 of the [PUR 1001](#). If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential,



proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Bidder shall mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number, and the Bidder’s name on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department shall provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department shall notify the Bidder such an assertion has been made. It is the Bidder’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder’s determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

#### **2.14 Additional Information**

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the bid.

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## Section 3 Description of Scope

### 3.1 Scope

The purpose of this State Term Contract is to provide governmental entities within the State of Florida the ability to acquire new and unused Medium and Heavy Duty Trucks. Purchases under this agreement will meet the needs of State Agencies and Eligible Users in the performance of the respective entities' core responsibilities. Contractors shall provide Medium and Heavy Duty Trucks in accordance with the specifications contained herein. The Medium and Heavy Duty Truck Commodities (including the Base Vehicles, Representative Models, and Options) offered under the Contract shall be classified under six (6) Groups, which are listed and described as follows:

Group No.	Group Description:	UNSPSC
1	CHASSIS-CAB	25101600
2	FLAT BED DUMP TRUCK	25101601
3	DUMP TRUCK	25101601
4	FLAT BED STAKE BODY TRUCK	25101917
5	DRY FREIGHT TRUCK	25101611
6	TRUCK TRACTOR	25102100

The Contract is intended to cover only those Medium and Heavy Duty Trucks generally used by the State of Florida as listed and described herein, and does not include all varieties of Medium and Heavy Duty Trucks that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract.

**The Contractor shall be responsible for removing all non-eligible and Department unauthorized Commodities under the Contract from the Contractor's price list.**

### 3.2 Commodity Specifications and Standards

The Commodity based on the known needs of Eligible Users and available information using Manufacturer's Websites and Chrome Systems, Inc.'s Carbook Fleet Edition to the Department at the time of solicitation. The specifications and standards form a part of the overall Technical Specifications; except as modified or noted herein. Any conflict between the Department Specifications and the Manufacturer's specification will be resolved in favor of the Department Specifications.

All Commodities shall individually and jointly comply with the following:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in section 3.14, Transportation and Delivery), and installed to be fully suitable for their intended use, purpose, and service;
2. All Commodities shall be new and unused (except as specified in section 3.14, Transportation and Delivery), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be diesel powered;

4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall meet the [Automatic Air Brake Drain System](#) specifications;
6. All Commodities shall be free of damage and / or rust;
7. All Commodities shall comply with current legal, customary, reasonable, and prudent standards of professionalism and care in the industry;
8. All Commodities shall comply with current mandatory and applicable Federal and State of Florida motor vehicle, mobile equipment, legal, safety, and environmental standards and requirements; and
9. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities and their components. Medium and Heavy Duty Trucks Manufacturer's advertising or identification (name, model, logos, etc.) shall be permitted if such advertising or identification is a Manufacturer's standard on the specific Representative Model. The Department in its sole discretion shall determine what is Contractor's and Manufacturer's advertising or identification, and advertising or identification that is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

### 3.2.1 Truck Body Specifications

In addition to the Price Sheet Specification as well as Commodity Specification and Standards for each Base Vehicle, Contractors shall satisfy the Truck Body requirements in accordance with the specifications contained herein.

Group No.:	Contract Code:	Description:	Specification:
2	210, 240	Twelve (12) Foot Flat Bed Heavy-Duty Dump Body	<a href="#">FLAT-12</a>
	220, 230, 250, 260	Fourteen (14) Foot Flat Bed Heavy-Duty Dump Body	<a href="#">FLAT-14</a>
3	310, 330	Four (4) Cubic Yard Heavy-Duty Dump Body	<a href="#">DUMP-4</a>
	320, 340	Five (5) Cubic Yard Heavy-Duty Dump Body	<a href="#">DUMP-5</a>
	350, 360	Eight (8) Cubic Yard. Heavy-Duty Dump Body	<a href="#">DUMP-8</a>
	370, 380	Twelve (12) Cubic Yard. Heavy-Duty Dump Body	<a href="#">DUMP-12</a>
4	410, 440, 450, 460	Fourteen (14) Foot Extra Heavy-Duty Stake Body	<a href="#">STAKE-14</a>
	420	Eighteen (18) Foot Extra Heavy-Duty Stake Body	<a href="#">STAKE-18</a>
	430	Twenty-Two (22) Foot Extra Heavy-Duty Stake Body	<a href="#">STAKE-22</a>
5	510	Sixteen (16) Foot Van Body, Aluminum Dry Freight	<a href="#">FREIGHT-16</a>
	520	Twenty (20) Foot Van Body, Aluminum Dry Freight	<a href="#">FREIGHT-20</a>
	530	Twenty-Four (24) Foot Van Body, Aluminum Dry Freight	<a href="#">FREIGHT-24</a>

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.**

**3.3 Options (including OEM), Features, and Components**

All Representative Models, Options (including OEM), must be manufactured by a recognized Manufacturer of the commodity provided. Where a Representative Model is specified for an OEM Option, Feature, or Component, only the specified Representative Model may be offered and provided. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must be new and unused and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval. All Options and Components of the Representative Model, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Representative Model's Manufacturer, except as follows:

**3.3.1** If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Representative Model Manufacturer; or

**3.3.2** If the Option, Feature, or Component is not available from the Representative Model Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor.

**3.4 Luxury or Sport Vehicles or Features**

Unless otherwise indicated within the individual Base Vehicle, Representative Model or Option Specifications, no luxury or sports features will be considered or permitted. The Department, in its sole determination, shall determine what is a luxury or sport feature. To date, the Department has determined: luxury or sports features to include the following:

**3.4.1** Signature or Specialty editions; and

**3.4.2** Leather upholstery (seats or interior), sunroofs and moon roofs.

**3.5 Installation**

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**3.5.1 Body Transfer and 3<sup>rd</sup> Party Body Installations**

In the event the Customer chooses to purchase or supply a cab and chassis separately, the Contractor must facilitate obtaining the required Manufacturer Certified Certificate, perform Manufacturer required pre-delivery inspection and ensure all proper tag and title documents are present pursuant to Florida license requirements. The final Manufacturer

of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the Representative Model's price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the PQF form from the Contractor.

### **3.6 Federal and State Standards**

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services being provided. This includes, but is not limited to, FMVSS, Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of vehicles and contractual services being provided. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities, Vehicles and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Manager immediately.

**Pursuant to section 3, delivery of non-conforming Commodity(ies) and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.**

### **3.7 Acceptable Publications**

The Customer may request and the Contractor shall provide, within three (3) business days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

1. Respondent shall provide a copy of the Manufacturer's Computer Printout (Ford "DORA"/"Commercial Truck Tools", Freightliner "Spec Pro", International "Vehicle Specifications", Mack "Order/Customer/Vehicle Information", or Approved Equivalent) for each Commodity offered.
2. MSRP List. The MSRP and MSRP List may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract (reference 1.3.14, MSRP)
3. Manufacturer's Standard Warranties;
4. The Manufacturer's official fleet or retail websites.

During the term of the Contract, the Contractor shall supply printed sales literature and technical information to Eligible Users upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

### **3.8 Testing**

Samples of delivered Commodities and contractual services may be selected at random by the Department or Eligible User and tested for compliance with the requirements, specifications, terms, and conditions.

### **3.9 Warranty**

The Manufacturer's standard warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance, section 3.15, and shall begin only at the time of Acceptance by the Eligible User.

If the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

### **3.10 Recall(s)**

In the event there is a recall of any of the Commodities, any of its components or any parts of the Representative Model ("Vehicle Recall"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customer in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor, at its own cost, shall ensure defective Commodities are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

### **3.11 Manufacturer's Last Order Date, Production Notification, and Representative Model Change**

The Manufacturer's Last Order Date is the final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

The Contractor shall notify the Department of a contracted Representative Model Manufacturer's Last Order Date in writing (email) and received by the Contract Manager no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by email or telephone, the Contract Manager no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Manager upon request. Upon notification of Manufacturer's Last Order Date, the Department may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and will best assist Customers without amendment to the Contract.

Contractor shall immediately notify the ordering Customer's representative(s) of the Manufacturer's Last Order Date by telephone and using the Acknowledgement of Order Form. Upon receipt of the required telephone notification and Acknowledgement of Order form notifying the Customer of the Manufacturer's Last Order Date, the Customer may cancel the purchase order without penalty, or

maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Customer notification of a Manufacturer's Last Order Date shall be subject to awarded Commodity availability.

After the Manufacturer's Last Order Date, the Contractor may provide, the new Representative Model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions. The Department may update Representative Model year of the awarded Commodity, which meets the specifications herein without an Amendment to the contract.

If the Contractor wishes to replace any awarded Base Vehicle they are currently awarded on the Contract with another vehicle due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will submit the Price / Model Update Form (Attachment M), found in section 5, the intended replacement Representative Model to the Department. The requested replacement Representative Model must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the requested replacement Representative Model offered must be at the same or lower than current Price. While Representative Model updates or replacements may be offered at any time during the contract duration; all price updates shall be submitted in accordance to section 4.7. The Contractor shall provide any documents necessary for the Department to fully evaluate the Contractor's request. The Department, at its sole discretion, will accept or reject the requested replacement Representative Model offered. If the Department rejects the request, or if there is no intended replacement Vehicle offered for an awarded Base Vehicle that is no longer available, the Department may, at its sole discretion, remove the vehicle without contract amendment or delete the award and award the Base Vehicle to the next lowest responsive and responsible Contractor, or assign the award to another Contractor.

### **3.12 Ordering Instructions**

The following is a description of activities that will occur when ordering a Vehicle. The Department may unilaterally modify the Ordering Instructions as it deems is in the best interest of the State without contract amendment.

#### **3.12.1 Vehicle Needs**

Agencies and Eligible Users of this Contract shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in this contract prior to requesting the Price Quote Form (PQF). The customer is encouraged to seek more than one quote from the identified awarded Contractors of the Base Vehicle, where available.

#### **3.12.2 Price Quotes**

The Contractor prepares and submits to the Agency or Eligible User a price quote for the requested Representative Model(s) using the most current Price Quote Form (PQF) (Attachment J), found in section 5, which shall be posted on the DMS Contract website. All requested Representative Models, OEM and Non-Identified Aftermarket Options shall be itemized on the PQF. The price quoted for the Representative Models(s), and OEM Options shall not exceed the Contractor's bid prices and discounts. In addition to the price quote, the Contractor must supply the Manufacturer's MSRP pages for any OEM Options selected or added to the Representative Models(s) Vehicles. This PQF shall be completed by the Contractor and returned to the Customer within three (3) business days.

The Customer may negotiate with the Contractor to establish a fixed price lower than MSRP or a discount percentage of MSRP for those required “Non-Identified Aftermarket Options”.

### **3.12.3 DMS Approval (State Agency Only)**

The Customer will develop a justification to support price reasonableness and complete the DMS Fleet Management Form MP6301- Request for Purchase of Mobile Equipment (Attachment L). Submit this form with the PQF and forward to the DMS Bureau of Fleet Management for review and approval.

### **3.12.4 Purchase Order**

The Customer will process a Purchase Order using normal purchasing processes. The Purchase Order will include a copy of the approved PQF and Manufacturer’s MSRP pages for any OEM Options selected or added to the Representative Model. All orders submitted by Eligible Users of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Eligible Users shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The Contractor and the Eligible User agree to the following:

**3.12.4.1** Under the Contract, State Agencies and Eligible Users may only place and Contractors shall only accept Purchase Orders for Base Vehicles the Contractor is awarded.

**3.12.4.2** Eligible Users are responsible for including the following information on and with the Purchase Order, for each Vehicle ordered:

**3.12.4.2.1** Eligible User’s issuing officer and contact information;

**3.12.4.2.2** Contractor Information from the Ordering Instructions;

**3.12.4.2.3** State Term Contract Number and Name;

**3.12.4.2.4** Representative Model Information: Commodity Code and Contract Code Number, Base Vehicle Description, and price as per section 4.4, Pricing; Specify paint/finish color if other than the OEM’s standard white (or other standard color if white is not available from the Manufacturer). OEM Option Information (if applicable, individually listed): Manufacturer’s Option Code and Description, OEM Option MSRP, OEM Option Discount, and OEM Option Net Price or OEM Option MSRP Credit (as applicable, per sections 4.9 Ceiling Prices and 4.9.1 Charges and Fees). State Agencies must include a copy of the applicable Price Quote Form (section 3.12.2) and accompanying OEM Option MSRP List with any submitted Requisition.

**3.12.4.2.5** New License Plate Fee (if applicable, per section 3.17, Commodities Title and Registration); and

**3.12.4.2.6** Any Eligible User special instructions, requirements, specifications, terms, and conditions;



**3.12.4.2.7** The total cost for the Representative Vehicle, OEM Option(s) (if any), and New License Plate Fee (if applicable).

**3.12.4.3** Contractor will place all orders received with the Manufacturer(s) within seven (7) calendar days after receipt of the Purchase Order unless the Contractor has the Representative Model, OEM Option(s) (if applicable) ordered in their possession. All orders placed with the Manufacturer(s) shall be made in full compliance with the existing Contract Prices, Discounts, requirements, specifications, terms, and conditions herein.

**3.12.4.4** Contractor shall honor all Purchase Orders received during the Contract period and which precede the Manufacturer's Last Order Date (section 3.11) for the Base Vehicle's Representative Models the Contractor is currently awarded. This may require the provision of the newest model year of the awarded Base Vehicle's Representative Model, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions.

**3.12.4.5** Contractor, from receipt of the Purchase Order until Delivery is made to the ordering Customer, shall promptly notify the Customer of any potential Delivery delays. Additionally, the Contractor must promptly advise the ordering Customer if their order may not be delivered prior to the end of the Customer's Fiscal Year (State Agency's Fiscal Year ends June 30). **Note: Evidence of intentional delays in Delivery shall be cause for default proceedings and/or Contract termination.**

### **3.13 Acknowledgement of Order**

The Acknowledgement of Order Form (Attachment K), found in section 5, shall be used by the Contractor to notify the ordering Customer within five (5) business days of receipt of the Purchase Order for Vehicles and equipment awarded under the Contract in accordance with section 3.13.1.

#### **3.13.1 Accept Order**

Contractor agrees to deliver the awarded Vehicle(s) and equipment listed on the Purchase Order under the prices, discounts, requirements, specifications, terms, and conditions of the Contract and Purchase Order. The Contractor must email the fully completed Acknowledgement of Order Form (Attachment K) to the Customer's office within five (5) business days from the date the Contractor receives the Purchase Order. Failure of the Contractor to provide the ordering Customer the Acknowledgement of Order form within five (5) business days from the date the Contractor received the Purchase Order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Vehicle, which meets the requirements, specifications, terms, and conditions herein.

The Contractor must provide on the form:

- 3.13.1.1 The estimated delivery date of the ordered Representative Model, including if applicable, OEM Options, Body Installation; and
- 3.13.1.2 The Manufacturers' order confirmation information, unless the Contractor has the Representative Model in stock; and
- 3.13.1.3 The OEM Option(s) in their possession, if applicable, Manufacturer Last Order Date as per section 3.11.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Eligible User.

**Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users may be cause for default proceedings and / or Contract termination.**

**3.14 Transportation and Delivery**

This section supersedes and replaces General Conditions [section 11, PUR 1000, Transportation and Delivery](#).

In conjunction with section 4.9, Ceiling Prices, Representative Model and OEM Options' Net Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be FOB Destination to any point statewide as follows:

1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer Dealer installed OEM Options shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded new, unused, Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of twenty-four hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer.

Deliveries of awarded new and unused Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Vehicle with less than two hundred fifty (250) odometer miles at delivery, the self-propelled Vehicle may, with the Customer's prior approval, be driven under supervision to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than two hundred fifty (250) odometer miles at delivery may be rejected or \$0.50 per mile in excess of two hundred fifty (250) odometer miles may be deducted from the invoice and payment. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

All self-propelled Commodities delivered by the Contractor to the Eligible User shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check / Fill all fluid levels to assure proper fill;
3. Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
4. Inflate tires (including any spares) to proper pressures;
5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Assure that the vehicle is completely assembled (unless otherwise noted in the specification) including options and attachments, thoroughly tested, and ready for operation upon Delivery.

All Vehicles shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
2. Copy of the ordering Customer's Purchase Order;
3. Copy of the applicable Contract specification(s) and Price Sheet information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Group, including individual Representative Model, OEM Options, in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty (20) day Extension Tag, if applicable; and DHSMV 82040, Application for Certificate of Title and Vehicle Registration, if applicable.

**The Contractor must incorporate all applicable, DMS approved documents mentioned above, for any vehicle deliveries. Customers reserve the right to reject any delivered vehicle that has missing, incomplete, or altered documents.**

**The Contractor may be subject to default proceedings and/or Contract termination if there is evidence of repeated occurrences where delivered vehicles had missing, incomplete, or altered documents.**

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

### **3.15 Final Inspection and Acceptance**

The Agency or Eligible User, within three (3) business days of delivery, shall thoroughly inspect the Commodity received for acceptability. The Eligible User shall compare the physical Commodity delivered; contract prices, discounts, requirements, specifications, terms, and conditions; purchase order; and Manufacturer's window sticker / Manufacturer's invoice(s) to ensure the Commodity

received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Eligible User shall inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity. Failure by the Eligible User to discover an error in the Commodity shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity, per section 3.14 of the Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Eligible User only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Eligible User approved, corrective action.

Should the Commodity require service or adjustments as part of the Eligible User approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Eligible User to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. The Commodity shall not be accepted until all service and / or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any Transportation and Delivery, section 3.14, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User shall develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Eligible User and the State shall not be liable for payment for any portion thereof.

### **3.16 Commodity Compliance and Compatibility**

It is the Contractor's responsibility to ensure that the Commodity supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Representative Model, OEM or Non-Identified Aftermarket Options ordered by the Eligible User are fully compatible with each other. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Commodity that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Representative Model, OEM or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Representative Model, OEM or Non-Identified Aftermarket Options; and their respective features, equipment, and components;
- Replace the Representative Model, OEM or Non-Identified Aftermarket Options and their respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, OEM or Non-Identified Aftermarket Options to the Eligible User.

**Any changes necessary after the delivery of the Commodity(ies) that are required to bring a Commodity(ies) into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.**

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.**

### **3.17 Commodities Title and Registration**

Applicable awarded Vehicles delivered under the Contract shall be titled and registered by the Contractor in accordance with Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded Commodity(ies) upon delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Eligible User is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Eligible User shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per section 3.13. However, the Eligible User shall then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Eligible User to do so.

For applicable awarded Commodities, Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should an Eligible User elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see section 4.9, Ceiling Prices, are included in the Representative Model Net Price.
- Should an Eligible User elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see section 4.9, Ceiling Prices, except the new license plate cost are included in the Representative Model Net Price.
  - a) The Eligible User's Purchase Order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a contact person's name, title, and telephone number should there be any questions.

- b) The Contractor may obtain special plates such as “State”, “County”, or “City” from most county tax offices, but agency plates such as “DOT”, “FDC”, “FWC”, etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

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## **Section 4 Contract Conditions**

This section contains conditions which shall be complied with during the performance of this contract. The conditions come in two parts, General Contract Requirements and Special Contract Requirements.

### **4.1 General Contract Requirements**

The General Contract Conditions, [PUR 1000](#) is incorporated by reference and provided via a link below:

<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

### **4.2 Special Contract Requirements**

The Special Contract Requirements are provisions that relate directly to the performance of this contract.

### **4.3 Cooperation with the Inspector General**

Pursuant to section 255.055(5), Florida Statutes, Contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

### **4.4 Pricing**

The Contractor shall adhere to the prices submitted in the completed Price Sheets, which are incorporated by reference into the Contract.

### **4.5 Financial Consequences for Nonperformance**

The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination, when the Contractor has failed to perform under or comply with the provisions of this contract. When or if the Contractor fails to perform or comply with provisions of this contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form (PUR 7017) to comply as instructed within the notice. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor's invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law.

### **4.6 Contract Overlap**

Contractors shall identify any equipment or parts covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

### **4.7 Additions and Deletions**

During the Contract Term, section 1.4, the Department shall have the right to add or delete Commodities, Groups, Representative Models, or Manufacturer or Brand Names to or from this agreement by adding them to or removing them from the Price Sheets, Attachment D. Any new Commodities, Groups, Representative Models, or Manufacturer or Brand Names added shall be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing and discounts accepted, in writing, by both the

Contractor and the Department. Commodities, Groups, or Manufacturer or Brand Names may be removed at the sole discretion of the Department, per the requirements, specifications, terms, and conditions herein or as permitted by Florida Statutes or Florida Administrative Code.

#### 4.8 Price Adjustment

Prices may be adjusted annually beginning 12 months after the contract effective date with the introduction of new models. All price adjustments shall be based on the percent change (up or down) of the MSRP, or the Producers Price Index (PPI), whichever is the lowest. If a Manufacturer has a proposed percent price change that exceeds the PPI for a Representative Model, Option, all awarded Dealers for that particular model may be permitted to use the MSRP percentage change as a maximum pending Departmental approval. MSRP percent changes shall be verified by the Manufacturer in the form of a letter or other publication. Price adjustments correlate with the PPI for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: <http://www.bls.gov/data/>.

Groups	Industry Code	Industry	Baseline
100-140, 210, 220, 240, 410, 440, 510	336120336120	Heavy duty truck manufacturing	December 2003
145, 165, 170, 230, 250, 260, 310-380, 420, 430, 450, 460, 520, 530,	3361203361201	Trucks, truck tractors, and bus chassis (chassis of own manufacture) 14,001 to 33,000 lb.	December 2003
6: Truck Tractor	3361203361202	Trucks, truck tractors, and bus chassis (chassis of own manufacture) 33,001 lb. or more	June 1987

When requesting a price adjustment, the Contractor may submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI or MSRP for the duration of months on the current contract prior to the price that supports a price adjustment.

The requested adjustment for a price change may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment or the MSRP percent change. The Contractor must complete Price / Model Update Form (Attachment M), found in section 5, and submit to the Department no less than thirty (30) days prior to the requested start date to have the price adjustment processed. Any approved price adjustment is effective for new orders placed by Eligible Users on or after the effective date of the adjustment, as approved by the Department. No requests for Price Adjustments will be accepted by the Department within ninety (90) calendar days of Contract expiration.

The Department reserves the exclusive right to accept or reject any request for price adjustments and product updates or deletions. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.



## **4.9 Ceiling Prices**

The Representative Model Price, OEM Options Discount, Options Price, and MSRP credit, for each Base Vehicle described in the Price Sheets, shall be the not-to-exceed Ceiling Prices under the Contract.

### **4.9.1 Charges and Fees**

The Ceiling Prices established for the awarded Representative Model per the Base Vehicle Price, Options, MSRP Credits, and Non-Identified Aftermarket Options prices are inclusive of all charges and fees, including the following:

**4.9.1.1** Administrative

**4.9.1.2** Environmental

**4.9.1.3** Title Application and Registration

**4.9.1.4** Plate Transfer

**4.9.1.5** Preparation

**4.9.1.6** Handling

**4.9.1.7** Freight

**4.9.1.8** Shipping

**4.9.1.9** Delivery to any point within the State of Florida

**4.9.1.10** Warranty

**4.9.1.11** Tire and Battery Fee

**4.9.1.12** Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes.

**4.9.1.13** Installation (For Options).

## **4.10 OEM Options Discount**

The discount percentage, listed for the Base Vehicle's Representative Model's OEM Options, shall be the minimum discount percentage applied off the current MSRP (Price, not Credit) for OEM Options during the Contract period. If an OEM Option has a positive MSRP (e.g., \$1.00), then the OEM Option Discount (e.g., 10%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., \$1.00 MSRP x (1-10% OEM Options Discount)] = \$0.90 OEM Option Net Price); OEM Option's Net Prices shall be rounded to the nearest whole cent. OEM Option's MSRP Credits will be stated as the MSRP list price, with the OEM Option Discount applied. The OEM Option's discount percentage does not apply to the Options listed on the pricing sheets and shall only be applied to upgrades made to the State's Base Vehicle specifications based on performance needs.

## **4.11 Routine Communications**

All routine communications and reports related to this STC shall be addressed to the Department Contract Manager. Contractors shall be required to update the Vendor Information Form and submit to the Department with any changes. Communications relating to a specific order should be addressed to the contact person identified in the purchase order or contract manager. Written communications may be by e-mail, regular mail, or other reliable delivery service.

## **4.12 Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287 Florida Statutes, and Rule

Chapter 60A of the Florida Administrative Code govern the contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements may be grounds for contract termination.

#### **4.13 Insurance Requirements**

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

The Contractor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and products and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

#### **4.14 Notice of Legal Actions**

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action may be grounds for termination of the Contract.

#### **4.15 Public Records**

##### **4.15.1 Access to Public Records**

- (1) The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution or section

119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost 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.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### **4.15.2 Protection of Trade Secrets or Other Confidential Information**

If the Contractor considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as “confidential” when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

#### **4.15.3 Retention of Records**

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

#### **4.16 Cancellation**

The Department may unilaterally cancel this Contract for refusal by the service provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article 1, section 24(a), Florida Constitution and Chapter 119.07(1), Florida Statutes.

#### **4.17 Intellectual Property**

The parties do not anticipate that any Intellectual Property shall be developed as a result of this contract. However, any Intellectual Property developed as a result of this contract shall belong to and be the sole property of the state. This provision shall survive the termination or expiration of this contract.

#### **4.18 Vendor Ombudsman**

A Vendor Ombudsman, whose duties include acting as an advocate for Bidders who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

#### **4.19 Monitoring by the Department**

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and sub-Contractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Contractor, of a corrective action plan. This provision shall not limit the Department's termination rights.

#### **4.20 Scrutinized Company List**

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

#### **4.21 Business Review Meetings**

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department shall provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and

acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department.

#### **4.22 E-Verify**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that sub-Contractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-Contractor during the Contract term.

#### **4.23 Manufacturer as the Contractor**

If the Contractor is the Manufacturer (not a Dealer) of the Commodities awarded, they may also include specific Dealer Information in the Ordering Instructions in the provided locations. The Manufacturer, as Contractor, who elects to also include specific Dealer information within the Ordering Instructions is also required to appropriately register the listed Dealers as locations under the Contractor's Vendor registration in the State of Florida [Vendor Registration System](#).

The Manufacturer as Contractor is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include in the Ordering Instructions. Contractor agrees that DMS controls which statewide contracts appear in MFMP and that DMS may elect at any time to remove any Contractor's offering from MFMP.

#### **4.24 Subcontracting**

The Contractor shall not subcontract, assign, or transfer any work identified under this solicitation, *with the exception of those subcontractors identified in the Contractor's bid*, without prior written consent of the Department.

The Contractor is responsible for all work performed under the contract resulting from this solicitation. No subcontract entered into by the Contractor for performance of work required under the contract, shall in any way relieve the Contractor of any responsibility for the performance of duties under the contract. The Contractor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

#### **4.25 Performance Qualifications**

The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.

Contractor shall be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of the Contractor for the production, distribution, and servicing of the equipment bid. If the Department determines that the conditions of the solicitation documents are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department

may reject the response or terminate the Contract. Contractor may be disqualified from receiving awards if Contractor or anyone in Contractor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Department to make an investigation either before or after award of the Contract, but should the Department elect to do so, Contractor is not relieved from fulfilling all Contract requirements.

## **4.26 Contract Reporting**

### **4.26.1 Quarterly Sales Report (Contract Deliverable)**

The Contractor shall submit a Quarterly Sales Report, (Attachment N), found in section 5, on a quarterly basis to the DMS Contract Manager. Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports are due fourteen (14) working days after the end of the reporting period.

The Contractor is required to report the Vehicle sales for which the payment has been received; all open or pending orders shall not be included. A quarterly report is required even if Contractor has zero sales to report for that quarter. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager.

In addition, the Department may require additional Contract sales information such as: copies of PQF's, purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

### **4.26.2 MFMP Transaction Fee Reports**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to the rule. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due fourteen (14) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and training presentations available online on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

#### **4.26.3 Preferred Pricing Affidavit Requirement (Attachment F)**

The Department shall provide the Preferred Pricing Affidavit, (Attachment F), found in section 5, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing offer provision in section 4(b) of the [PUR 1000](#) form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

#### **4.26.4 Savings/Price Reductions (Attachment G)**

Contractor shall submit one (1) accurately completed Savings/Price Reductions form (Attachment G), found in section 5, with their Response containing the required savings information for each UNSPSC Code with associated Related Services offered and a method(s) for the Department to verify the savings information provided. The Savings/Price Reductions form shall not be used to determine award, only to verify the Savings/Price Reductions being offered. The Savings/Price Reductions form shall be submitted to the Department per section 2.3.4.5 of the solicitation. **Failure to provide the Savings/Price Reductions form with the Response may result in the Contractor being deemed non-responsive.**

#### **4.26.5 Diversity Reporting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority Bidder utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority Bidder on behalf of each purchasing agency ordering under the terms of this Contract.

### **4.27 Contract Termination**

#### **4.27.1 Termination for Convenience**

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

#### **4.27.2 Termination for Cause**

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor

shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract (reference section 4.4 Financial Consequences).

#### **4.28 Force Majeure**

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.

For purposes of this Contract, the term "force majeure" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.

In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Department of the problem at the earliest practical time and present a plan for return to normal service.

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## **Section 5 Attachments**

<b>Attachment A</b>	<b>Timeline (section 1.6)</b>
<b>Attachment B</b>	<b>Vendor Information Form (section 2.3.1)</b>
<b>Attachment C</b>	<b>Past Performance Form (section 2.3.2)</b>
<b>Attachment D</b>	<b>Price Sheet (section 2.3.3)</b>
<b>Attachment E</b>	<b>State of Florida Drug-Free Workplace Certification (section 2.3.4.3)</b>
<b>Attachment F</b>	<b>Preferred Pricing Affidavit (section 2.3.4.4)</b>
<b>Attachment G</b>	<b>Savings/Price Reduction Form (section 2.3.4.5)</b>
<b>Attachment H</b>	<b>MSRP Certification (section 2.3.4.6)</b>
<b>Attachment I</b>	<b>Manufacturer's Certification (section 2.3.4.7)</b>
<b>Attachment J</b>	<b>Price Quote Form (PQF) (section 3.12.2)</b>
<b>Attachment K</b>	<b>Acknowledgement of Order Form (section 3.13)</b>
<b>Attachment L</b> <b>Agency Only)</b>	<b>Request for Purchase of Mobile Equipment (section 3.12.3, State</b>
<b>Attachment M</b>	<b>Sample Price/Model Update Form (section 4.8)</b>
<b>Attachment N</b>	<b>Quarterly Sales Report (section 4.26.1)</b>
<b>Attachment O</b>	<b>Standard Draft Contract</b>
<b>Attachment P</b>	<b>Solicitation Checklist</b>

**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
MEDIUM AND HEAVY DUTY TRUCKS**

**THIS CONTRACT** is entered into between the State of Florida, **DEPARTMENT OF MANAGEMENT SERVICES**, hereinafter referred to as the "Department", whose address is 4050 Esplanade Way, Tallahassee, Florida 32399, and <ENTER COMPANY NAME>, hereinafter referred to as the " Contractor", whose address is Enter Street, Enter City, ST Zip.

**THE PARTIES HEREBY AGREE:**

**A. The solicitation (ITB NO. 11-25101600-C) and the Contractor's bid, and attachments are hereby incorporated by reference.**

**B. General Provisions:**

1. Contract Formation: The Contractor shall provide goods and services according to the terms and conditions set forth in this Contract, the Solicitation, and all other attachments named herein which are attached hereto and incorporated by reference.
2. Vendor: To perform as an independent vendor and not as an agent, representative, or employee of the Department.
3. Taxes: To recognize that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
4. Applicable Law, Severability, and Venue: The contract resulting from this solicitation shall be delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting contract. Any action hereon or in connection herewith shall be brought in Circuit Court, Leon County, Florida.
5. Contract Term: This Contract shall begin upon execution by both parties or **October 1, 2016** (whichever is later) and end **July 31, 2021**, inclusive.
6. Contract Amount: The agreed Contract amount is set forth in **Attachments D.1-D.6, Price Sheets**. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. Notices: All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Department designee identified in the original solicitation or Contract, or as otherwise identified by the Department. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
8. Diversity Reporting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran

business enterprises in the economic life of the State. The Department of Management Services encourages supplier diversity through certification of business enterprises, advocacy and outreach and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at (850) 487-0915 or [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com).

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority Vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority Vendor on behalf of each purchasing agency ordering under the terms of this Contract.

**C. Applicable Laws and Regulations:**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, chapter 287, Florida Statutes (F.S.), and rule 60A, Florida Administrative Code (F.A.C.), govern the Contract. The Contractor shall comply with Section 274 A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination.

**D. Audits/Monitoring:**

1. The Department may conduct, or have conducted, performance and/or compliance reviews, reviews of specific records or other data as determined by the Department. The Department may conduct a review of a sample for analyses performed by the selected Contractor to verify the quality. Reasonable notice shall be provided for reviews conducted at the successful Contractor's place of business.
2. Reviews may include, but shall not be limited to, reviews of procedures, computer systems, Customer records, accounting records, and internal quality control reviews. The selected Contractor shall work with any reviewing entity selected by the Department.

**E. Inspection of Records and Work Performed:**

1. The state and its authorized representatives shall, at all reasonable times, have the right to enter the selected Contractor's premises, or other places where duties under the resulting contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.
2. The selected Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting contract for a period of five (5) years after termination of the resulting contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. If records need to be sent to the Department, the Contractor shall bear the expense of delivery.

3. Refusal by the selected vendor to allow access to all records, documents, papers, letters, other materials or on-site activities related to resulting contract performance shall constitute a breach of the contract. The right of the state and its authorized representatives to perform inspections shall continue for as long as the selected vendor is required to maintain records. The selected Contractor will be responsible for all storage fees associated with the records maintained under the resulting contract. The selected Contractor is also responsible for the shredding of records that meet the retention schedule noted above.
4. Failure to retain records as required may result in cancellation of the contract. The Department shall give the selected vendor advance notice of cancellation pursuant to this provision and shall pay the selected vendor only those amounts that are earned prior to the date of cancellation in accordance with the terms and conditions of the resulting contract. Performance by the Department of any of its obligations under a contract awarded pursuant to this solicitation shall be subject to the selected vendor's compliance with this provision.
5. Pursuant to section 255.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**F. Indemnification:**

1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, or a Customer.
2. Further, the Contractor shall fully indemnify, defend, and hold harmless the State, the Department, and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department and Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer and Department the right to continue using the product, the Contractor shall remove the product and refund the Customer and Department the amounts paid in excess of a reasonable rental for past use. The Department and Customer shall not be liable for any royalties.

3. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department or State or Customer giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Department or State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **G. Risk of Loss:**

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department reject a product or services, Contractor shall remove the product from the premises within ten days after notification or rejection and the risk of loss shall remain with the Contractor. Product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

#### **H. Assignments:**

1. Assignment: The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.
2. Subcontractors: The Contractor shall not subcontract any work under the Contract without the prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractor can contact the Office of Supplier Diversity at (850)487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

#### **I. Return of Funds:**

Contractor will return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Department or Customer.

The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor its independent auditor, or notification by the Department, of the overpayment.

## **J. State Project Plan:**

Within thirty (30) calendar days following award of the Contract, the successful Contractor shall submit a plan addressing each of the three (3) objectives listed below, to the extent applicable to the services covered by this Contract. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives, prior to execution of the resulting contract.**

1. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit a plan to support the procurement of products and materials with recycled content, and the intent of s. 287.045, F.S. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, F.A.C. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. Products Available from the Blind or Other Handicapped (RESPECT): The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the resulting contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.

## **K. Civil Rights Requirements/Vendor Assurance:**

The Contractor assures that it will comply with:

1. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

**L. Media:**

1. Advertising: Subject to chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer, the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Department or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
2. Literature: Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

## **M. Employment:**

1. Florida Substitute Form W-9 Process: State of Florida vendors must register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:  
<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>
2. E-Verify: Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term.
3. Safety Standards: All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

## **N. Vendor Performance:**

1. Performance Qualifications:
  - a. The Department reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Contractor meet the Contract requirements. Contractor shall at all times during the contract term remain responsive and responsible. In determining Contractor's responsibility as a vendor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department which demonstrates the Contractor's capability to fully satisfy the requirements of the solicitation and the contract.
  - b. Contractor must be prepared, if requested by the Department, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Contractor for the production, distribution, and servicing of the product to be furnished. If the Department determines that the conditions of the solicitation documents are not complied with, or that the product to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the contract.



2. Default:

When a Contractor is failing to fulfill its duties specified in any contract with the Department, or when a Department becomes aware that the Contractor has failed to remain qualified to perform the contract requirements, the Department may take the following actions:

- a. The Department will provide written notice to the vendor which identifies the nature of the failure and the necessary corrective action by the Contractor, which must be completed in no more than ten (10) business days, unless the Department determines a different time span based on the Department's sole discretion and in the best interests of the State. The notice will also state that should the Contractor fail to perform within the time provided, the Contractor will be found in default.
- b. Unless the Contractor corrects the failure within the time provided, or unless the Department determines that the vendor's failure is legally excusable, the Department shall find the vendor in default and shall issue a second notice stating: (i) the reasons the Contractor is considered in default; (ii) that the Department will reprocure or has reprocured the commodities or services; and (iii) the amount of the reprocurement costs if known.
- c. A Contractor found in default will not be eligible for award of a contract by the State until such time as the Department is reimbursed by the Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and cost or price increases incurred or to be incurred as a result of the reprocurement, as well as all legal costs encumbered by the State. At the Department's discretion, reprocurement of substitute commodities or contractual services may be accomplished by first attempting to contract with the next eligible awardee under the original solicitation, when applicable. If the Department fails to contract with the next eligible awardee, it may continue in this manner sequentially through all eligible awardees until a vendor willing to perform at acceptable pricing under the solicitation's terms and conditions is found. Alternatively, the Department may elect to reprocure the commodity or contractual service pursuant to all applicable requirements of chapter 287, F.S.
- d. Until such time as it reimburses the Department for all reprocurement costs and the Department is satisfied that further instances of default will not occur, a Contractor found in default shall not be eligible for award of a contract by the Department. To satisfy the Department that further instances will not occur, the Contractor shall provide a written corrective action plan addressing the default.
- e. The foregoing provisions do not limit, waive or exclude the State's legal or equitable remedies against a defaulting Contractor.

3. Dispute Resolution:

Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate Circuit Court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**O. Termination:**

1. Termination for Convenience:

The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

2. Termination Due To Lack of Funds:

- a. In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than twenty-four (24) hours written notice to the vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.
- b. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

3. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the Contract or purchase order at any time when in the best interests of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4. Termination for Breach:

- a. The Department may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement.

Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- b. Unless the Contractor's breach is waived by the Department in writing, the Department may, by written notice to the Contractor, terminate this Contract upon no less than twenty-four (24) hours written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may, at its sole discretion employ the default provisions in rule 60A-1.006 (4), F.A.C.
- c. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages.
- d. Pursuant to subsection 287.135(3) (b), Florida Statutes, Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Florida Statutes, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

**P. Contract Managers:**

- 1. The Department's Contract Manager's name, address and telephone number for this Contract is as follows:

**Jennifer Hyatt  
Department of Management Services  
4050 Esplanade Way,  
Tallahassee, FL 32399  
850-414-6741**

- 2. The Vendor's Contract Manager's name, address and telephone number for this Contract is as follows:

**<ENTER CONTRACT MANAGER'S NAME>  
<ENTER VENDOR NAME>  
<ENTER STREET ADDRESS>  
<ENTER PHONE NUMBER>**

**Q. Renegotiation or Modification:**

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor.

The Contract may only be amended upon mutual written agreement of the Department and the Contractor, with the exception of personnel updates. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the department. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Department’s acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**R. Name, Mailing and Street Address of Payee:**

1. The name (Vendor name as shown on Page 1 of this Contract) and mailing address of the official payee to whom the payment shall be made:

<ENTER VENDOR NAME>  
 <ENTER PO BOX OR STREET ADDRESS>  
 <ENTER CITY, STATE, ZIP>

2. The name of the contact person and street address where financial and administrative records are maintained:

<ENTER CONTACT PERSON'S NAME>  
 <ENTER VENDOR NAME>  
 <ENTER PO BOX OR STREET ADDRESS>  
 <ENTER CITY, STATE, ZIP>

**S. All Terms and Conditions:**

This Contract, the solicitation, and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties.

List of attachments included as part of this Contract:

<u>Type</u>	<u>Number</u>	<u>Description</u>
Attachment	I	ITB 11-25101600-C and Addenda
Attachment	II	Completed Attachment D, Price Sheets
Attachment	III	Solicitation Attachments: B, C, E, F, G, H, I
Attachment	IV	PUR 1000





## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u><a href="#">30,000 LB GVWR CAB &amp; CHASSIS (DUAL REAR WHEEL) - 4X2 (Specification #13)</a></u>			
Truckmax, Inc	2019 Hino 338	Western	\$60,991.00
ALT - Rush Truck Center - Tampa	2019 Hino 338	Western	\$63,808.00
Truckmax, Inc	2019 Hino 338	Northern	\$60,991.00
ALT - Rush Truck Center - Tampa	2019 Hino 338	Northern	\$63,808.00
Truckmax, Inc	2019 Hino 338	Central	\$60,991.00
ALT - Rush Truck Center - Tampa	2019 Hino 338	Central	\$63,808.00
Truckmax, Inc	2019 Hino 338	Southern	\$60,991.00
	2019 Hino 338	Southern	-- NB --
Palmetto Truck Center	2019 Ford F-750 (F7D)	Western	\$47,500.00
ALT - Bozard Ford	2019 Ford F-750 (F7D)	Western	\$48,278.00
Palmetto Truck Center	2019 Ford F-750 (F7D)	Northern	\$47,500.00
ALT - Bozard Ford	2019 Ford F-750 (F7D)	Northern	\$48,278.00
Palmetto Truck Center	2019 Ford F-750 (F7D)	Central	\$47,500.00
ALT - Duval Ford LLC	2019 Ford F-750 (F7D)	Central	\$49,890.00
Palmetto Truck Center	2019 Ford F-750 (F7D)	Southern	\$47,500.00
ALT - Duval Ford LLC	2019 Ford F-750 (F7D)	Southern	\$49,890.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Western	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Western	\$40,499.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Northern	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Northern	\$40,499.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Central	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Central	\$40,499.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Southern	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Southern	\$40,499.00
Maudlin International Trucks	2019 International MV	Western	\$64,750.00
	2019 International MV	Western	-- NB --
Maudlin International Trucks	2019 International MV	Northern	\$63,750.00

	2019 International MV	Northern	-- NB --
Sun State International Trucks, LLC	2019 International MV	Central	\$63,450.00
ALT - Maudlin International Trucks	2019 International MV	Central	\$63,750.00
Rechtien International Trucks, Inc.	2019 International MV	Southern	\$62,700.00
	2019 International MV	Southern	-- NB --
Kenworth of Jacksonville	2019 Kenworth T370	Western	\$69,423.00
	2019 Kenworth T370	Western	-- NB --
Kenworth of Jacksonville	2019 Kenworth T370	Northern	\$69,173.00
	2019 Kenworth T370	Northern	-- NB --
Kenworth of Central Florida	2019 Kenworth T370	Central	\$71,000.00
	2019 Kenworth T370	Central	-- NB --
Kenworth of South Florida	2019 Kenworth T370	Southern	\$71,923.00
	2019 Kenworth T370	Southern	-- NB --
Nextran	2019 Mack MHD	Western	\$90,980.00
	2019 Mack MHD	Western	-- NB --
Nextran	2019 Mack MHD	Northern	\$90,980.00
	2019 Mack MHD	Northern	-- NB --
Nextran	2019 Mack MHD	Central	\$90,980.00
	2019 Mack MHD	Central	-- NB --
Nextran	2019 Mack MHD	Southern	\$90,980.00
	2019 Mack MHD	Southern	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 337	Western	\$69,954.00
	2019 Peterbilt 337	Western	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 337	Northern	\$69,954.00
	2019 Peterbilt 337	Northern	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 337	Central	\$69,954.00
	2019 Peterbilt 337	Central	-- NB --
Palm Truck Center	2019 Peterbilt 337	Southern	\$71,042.00
	2019 Peterbilt 337	Southern	-- NB --
Southport Truck Group	2019 Western Star 4700	Western	\$72,440.00
	2019 Western Star 4700	Western	-- NB --
Southport Truck Group	2019 Western Star 4700	Northern	\$73,440.00
	2019 Western Star 4700	Northern	-- NB --
Southport Truck Group	2019 Western Star 4700	Central	\$73,440.00
	2019 Western Star 4700	Central	-- NB --
Southport Truck Group	2019 Western Star 4700	Southern	\$73,440.00
	2019 Western Star 4700	Southern	-- NB --



# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

## 30,000 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 SPECIFICATION #13

### 2019 Freightliner M2

The Freightliner M2 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



<b>VEHICLE:</b>	M2			
<b>DEALER:</b>	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

Order Code	Delete Options	All Zones
	Gas engine in lieu of diesel	NA
	Provide 6 speed manual with base engine - specify	NA
	Provide 7 speed manual with base engine - specify	NA
	Air brakes if compatible with transmission	Std
	Wheel seals	Std
	AM/FM stereo radio	NA
	Satellite radio	NA
	On-Star	NA
	Power Take Off (PTO)	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA

Order Code	Add Options	All Zones
101-22P 342-1MN <sup>1</sup>	Engine/transmission upgrade - specify <i>CUMMINS L9 300HP ENGINE REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST OF \$29,900.00<sup>1</sup></i>	\$10,990.00 <sup>1</sup>
101-22U 342-1MN <sup>1</sup>	Engine/transmission upgrade - specify <i>CUMMINS L9 350HP ENGINE REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST OF \$29,900.00<sup>1</sup></i>	\$12,900.00 <sup>1</sup>
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Bi-fuel model - specify	NA
	CNG prep - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Engine hour meter	Std
864-001 <sup>1</sup>	Trans oil temp meter	NC <sup>1</sup>
	Allison authorized synthetic oil, TES 295 or equivalent (required for extended warranty)	Std
	Premium hoses	Std
204-192 206-192 <sup>1</sup>	Dual 45 gallon fuel tanks	\$690.00 <sup>1</sup>
	Air dryers	Std

<b>VEHICLE:</b>	M2			
<b>DEALER:</b>	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

477-006 <sup>1</sup>	Moisture ejectors	\$70.00 <sup>1</sup>
452-001 <sup>1</sup>	Driver controlled differential lock	\$650.00 <sup>1</sup>
654-027 <sup>1</sup>	Power windows, only	\$190.00 <sup>1</sup>
654-027 655-005 <sup>1</sup>	Power windows/door locks	\$270.00 <sup>1</sup>
	Speed control	Std
	Tilt steering wheel	NA
532-002 <sup>1</sup>	Telescopic and tilt steering wheel	\$390.00 <sup>1</sup>
746-116 <sup>1</sup>	AM/FM radio with single CD	\$190.00 <sup>1</sup>
	Side air bags	NA
3K <sup>1</sup>	Third key	NA <sup>1</sup>
DLR-4X4 <sup>1</sup>	Upgrade to 4x4 (specify factory or after market) <i>DEALER UPGRADE</i> <sup>1</sup>	\$52,900.00 <sup>1</sup>
	Model upgrade - specify	NA
	Model upgrade - specify	NA
829-079 <sup>1</sup>	Crew cab (84" CA)	\$11,900.00 <sup>1</sup>
829-075 <sup>1</sup>	Super cab (84" CA)	\$6,900.00 <sup>1</sup>
	Cutaway cab	NA
DLR-DD <sup>1</sup>	Optional cab and chassis equipment - specify <i>DUAL DRIVE CAB</i> <sup>1</sup>	\$18,900.00 <sup>1</sup>
DLR-RHDSUD <sup>1</sup>	Optional cab and chassis equipment - specify <i>RH DUAL STAND UP DRIVE CAB</i> <sup>1</sup>	\$25,900.00 <sup>1</sup>
DLR-CDAD <sup>1</sup>	Optional cab and chassis equipment - specify <i>CLEAR DRAIN AIR DRYER</i> <sup>1</sup>	\$3,990.00 <sup>1</sup>
	Optional cab and chassis equipment - specify	NA
	Optional cab and chassis equipment - specify	NA
	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	NA
DLR-LHRH <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$1,250.00 <sup>1</sup>
	Vent visors - stick-on style	NA
DLR-RS <sup>1</sup>	Rainshields - flange style	\$490.00 <sup>1</sup>
DLR-SIL <sup>1</sup>	Spray-in liner (Rhino, Line-X or approved equivalent)	\$3,990.00 <sup>1</sup>
	Knapheide under body tool boxes or approved equivalent	NA
74B-005 <sup>1</sup>	Fender or cowl mounted convex mirrors	\$90.00 <sup>1</sup>
727-1AH <sup>1</sup>	Airhorn	\$90.00 <sup>1</sup>
DLR-SK <sup>1</sup>	Safety kit, fire extinguishers & triangles <i>DEALER INSTALLED</i> <sup>1</sup>	\$390.00 <sup>1</sup>
	Front stabilizer bars	NA
	Rear shock absorbers	NC
	Auxiliary rear springs	NA

<b>VEHICLE:</b>	M2			
<b>DEALER:</b>	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

122-1H8 <sup>1</sup>	Heated fuel water separator	\$250.00 <sup>1</sup>
DLR-TBP <sup>1</sup>	Tractor brake package (30,000 GVWR only) <i>DEALER INSTALLED<sup>1</sup></i>	\$5,990.00 <sup>1</sup>
DLR-TTP <sup>1</sup>	Trailer towing package - specify <i>DEALER INSTALLED WITH PINTLE HITCH<sup>1</sup></i>	\$4,990.00 <sup>1</sup>
DLR-TTPA <sup>1</sup>	Trailer towing package for air operated trailer brakes <i>AIR LINES TO END OF FRAME<sup>1</sup></i>	\$3,990.00 <sup>1</sup>
DLR-TTPE <sup>1</sup>	Trailer towing package for electric operated trailer brakes <i>ELECTRIC LINES TO END OF FRAME<sup>1</sup></i>	\$2,990.00 <sup>1</sup>
DLR-MF <sup>1</sup>	Mud flaps <i>DEALER INSTALLED<sup>1</sup></i>	\$390.00 <sup>1</sup>
	Full size spare tire & rim	NA
DLR-JWR <sup>1</sup>	Jack and wheel wrench <i>DEALER INSTALLED<sup>1</sup></i>	\$390.00 <sup>1</sup>
	Nitrogen filled tires including spare tire	NA
311-001 <sup>1</sup>	Daytime running lights	\$17.00 <sup>1</sup>
	Immobilize daytime running lights	NA
	Knapheide 6132 utility body or approved equivalent (requires 84" CA)	NA
	Heil 2-3 yd. dump body with manual ground control tarp or approved equivalent (requires 84" CA)	NA
DLR-5YD <sup>1</sup>	5 yd. dump with manual ground control tarp (requires 84" CA) <i>5 YARD DUMP BODY REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. 2 WAY GATE ADD \$1,650.00 4 CORNER STROBES ADD \$890.00 VIBRATOR ADD \$1,250.00<sup>1</sup></i>	\$17,900.00 <sup>1</sup>
	12 ft. flat stake body with 40" sides all around (requires 84" CA)	NA
DLR-12CD <sup>1</sup>	12 ft. contractors dump with manual ground control tarp, 14" sides (requires 84" CA) <i>12FT CONTRACTORS DUMP REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. 4 CORNER STROBES \$1,290.00--48 INCH UNDER BODY TOOL BOX ADD \$960.00-24 INCH SIDES ADD \$2,850.00-TWIN BARN DOORS ADD \$800. BACKUP CAMERA ADD \$1,560.00. DROP DOWN GATE ADD \$850.00<sup>1</sup></i>	\$17,900.00 <sup>1</sup>
	14 ft. flat stake body with 40" sides all around (requires 108" CA)	NA
DLR-14CD <sup>1</sup>	14 ft. contractors dump with manual ground control tarp, 14" sides (requires 108" CA) <i>14FT CONTRACTORS DUMP REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. 4 CORNER STROBES ADD \$1,290.00. 48 INCH UNDER BODY TOOL BOX ADD \$950.00. 24 INCH SIDES ADD \$2850.00. BACKUP CAMERA ADD \$1560.00<sup>1</sup></i>	\$18,900.00 <sup>1</sup>
	16 ft. flat stake body with 40" sides all around (requires 120" CA)	NA
DLR-16CD <sup>1</sup>	16 ft. contractors dump with manual ground control tarp, 14" sides (requires 120" CA) <i>16FT CONTRACTORS DUMP REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. 4 CORNER STROBES ADD \$1,290.00. 48 INCH UNDER BODY TOOL BOX ADD \$960.00. 24 INCH SIDES ADD \$2,950.00<sup>1</sup></i>	\$19,900.00 <sup>1</sup>
DLR-SB <sup>1</sup>	18 ft. flat stake body with 40" sides all around (requires 138" CA) <i>REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST<sup>1</sup></i>	\$8,900.00 <sup>1</sup>
DLR-19RB <sup>1</sup>	19 ft. rollback wrecker with wheel lift (requires 120" CA) <i>REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST<sup>1</sup></i>	\$45,900.00 <sup>1</sup>
DLR-20SB <sup>1</sup>	20 ft. flat stake body with 40" sides all around (requires 156" CA) <i>REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST.<sup>1</sup></i>	\$9,900.00 <sup>1</sup>

<b>VEHICLE:</b>	M2			
<b>DEALER:</b>	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

DLR-20DF <sup>1</sup>	20 ft. van roll up door (requires 156" CA) <i>REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST <sup>1</sup></i>	\$18,900.00 <sup>1</sup>
DLR-24DF <sup>1</sup>	24 ft. van roll up door (requires 186" CA) <i>REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. <sup>1</sup></i>	\$21,900.00 <sup>1</sup>
DLR-24SB <sup>1</sup>	24 ft. flat stake body with 40" sides all around (requires 186" CA) <i>REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST <sup>1</sup></i>	\$11,900.00 <sup>1</sup>
DLR-AC <sup>1</sup>	Optional body - specify <i>AUTO CRANE OR STELLAR 5000# FOR 6000LB ADD \$5,900.00. 6132DLR-44 CRANE BODY ADD \$34,900.00. 6132DLHH-60KJ CRANE BODY ADD\$4,860.00. BOSS 36 CFM ADD \$7,960.00. UNDER DECK PTO DRIVE COMP BOSS 8060 ADD \$13,400.00. SPRAY LINER ADD \$1,460.00. 38,000# DOUBLE CYLINDERS STELLAR 7621 ADD \$26,500.00. 6132DL-30J ADD \$36,500.00. INGERSOL RAND 14HP GAS COMP ADD \$5,900.00 <sup>1</sup></i>	\$29,500.00 <sup>1</sup>
DLR-RDK KB20H <sup>1</sup>	Optional body - specify <i>RDK MODEL KB-20H-ML/TKB 18-28 KNUCKLE BOOM LOADER AND 28 YD DUMP BODY REQUIRES 35000 GVW PACKAGE INCLUDES 20 FT REACH, STANDUP OPERATOR CONTROLS LEVER STYLE CONTROLS,LED LIGHTING AND REAR CORNOR POST STROBES, BARN STYLE REAR DOORS, ARMLESS TARP SYSTEM ADD \$1,800 HYDRAULIC JOYSTICK CONTROLS ADD \$4,900 <sup>1</sup></i>	\$66,500.00 <sup>1</sup>
DLR-24 KK <sup>1</sup>	Optional body - specify <i>24FT KOLD KING VAN WITH WALTCO RAILLIFT 5000# REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. THERMO KING MODEL T1080S-50 ADD \$26,900.00 <sup>1</sup></i>	\$49,600.00 <sup>1</sup>
DLR-2000G <sup>1</sup>	Optional body - specify <i>2000 GALLON STEEL WATER TANK REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. DFI 2300 GALLON STEEL TANKER BODY ADD \$42,500.00 <sup>1</sup></i>	\$48,900.00 <sup>1</sup>
DLR-25FTA <sup>1</sup>	Optional body - specify <i>2500 GALLON POLISHED ALUM TANK CANOPY STYLE REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. REQUIRES SD108 CAB FOR 1310 FRONT PTO AT ADDITIONAL COST. <sup>1</sup></i>	\$68,900.00 <sup>1</sup>
DLR-BHWG <sup>1</sup>	Optional body - specify <i>BRUSH HOG C-MODEL GRAPPLE LOADER AND BODY WITH ELECTRIC TARP. DEDUCT \$1,590.00 FOR MANUAL TARP. REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. AWC MODEL ALL WEATHER CREWCAB TOTAL PRICE \$116,500.00. REQUIRES ADDITIONAL COST OF CREWCAB CONVERSION.<sup>1</sup></i>	\$74,900.00 <sup>1</sup>
DLR-PTL3 <sup>1</sup>	Optional body - specify <i>PETERSON TL3 LOADER WITH 1824 DUMP BODY, REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. QUADSTICKS ADD \$2,900.00. DUAL LED STROBES ADD \$895.00 SELF WINDING LOAD COVER ADD \$990.00. TOOL BOX ADD \$790.00. AMBER LED FLASHERS ADD \$690.00. ROUTE ASSISTANT ADD \$49,500.00. 2030 BODY ADD \$4,200.00. 1824 TBH ADD \$2,650.00. 1824 HARDOX BODY ADD \$5,300.00. 2030 HARDOX BODY ADD \$6,400.00. WORK LIGHTS ADD \$490.00 PER SIDE.SINGLE PIECE REAR DOOR ADD \$1,490 <sup>1</sup></i>	\$65,900.00 <sup>1</sup>
DLR-GS5735D <sup>1</sup>	Optional body - specify <i>GS 5735D 35 YD RECYCLING BODY DUAL SIDE LOADING BUCKETS, LED LIGHTING, 5000 FIXED SYTLE CART ATTACHMENT, PETERSEN 6 POSITION SMART STROBES 4 REAR 2 FRONT, 2 CAMERA SYSTEM WITH COLOR MONITOR. BIN STORAGE TAILGATER, BIN HOLDERS, SPECCIAL FUEL TANK. REQUIRE 330000 GVW PACKAGE<sup>1</sup></i>	\$79,800.00 <sup>1</sup>
DLR-PDR <sup>1</sup>	Powder coating for utility body	\$3,900.00 <sup>1</sup>
545-450 <sup>1</sup>	108" cab to axle	NC <sup>1</sup>
545-480 <sup>1</sup>	120" cab to axle	NC <sup>1</sup>
545-524 <sup>1</sup>	138" cab to axle	\$390.00 <sup>1</sup>
545-572 <sup>1</sup>	156" cab to axle	\$390.00 <sup>1</sup>
545-632 <sup>1</sup>	180" cab to axle	\$990.00 <sup>1</sup>
545-647 <sup>1</sup>	186" cab to axle	\$990.00 <sup>1</sup>

<b>VEHICLE:</b>	M2			
<b>DEALER:</b>	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices	NA
	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices	NA
33-3000 6SPD <sup>1</sup>	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices <i>33000 HD GVW PCK WITH 3000 RDS 6 SPD ALLISON AUTO TRANSMISSION <sup>1</sup></i>	\$29,900.00 <sup>1</sup>
33-3500 6SPD <sup>1</sup>	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices <i>33000 HD GVW PCK WITH 3500RDS ALLISON 6 SPEED TRANSMISSION <sup>1</sup></i>	\$29,900.00 <sup>1</sup>
33-4X4 <sup>1</sup>	33,000 GVWR factory approved 4WD <i>WITH 33000 HD GVW PCK <sup>1</sup></i>	\$59,900.00 <sup>1</sup>
33-108CA <sup>1</sup>	33,000 GVWR 108" CA <i>INCLUDES 33000 HD GVW PCK <sup>1</sup></i>	\$29,900.00 <sup>1</sup>
33-120CA <sup>1</sup>	33,000 GVWR 120" CA <i>INCLUDES 33000 HD GVW PCK <sup>1</sup></i>	\$29,900.00 <sup>1</sup>
33-120CA <sup>1</sup>	33,000 GVWR 156" CA <i>INCLUDES 33000 HD GVW PCK <sup>1</sup></i>	\$30,290.00 <sup>1</sup>
33-156CA <sup>1</sup>	33,000 GVWR 180" CA <i>INCLUDES 33000 HD GVW PCK <sup>1</sup></i>	\$30,890.00 <sup>1</sup>
33-186CA <sup>1</sup>	33,000 GVWR 186" CA <i>INCLUDES 33000 HD GVW PCK <sup>1</sup></i>	\$30,890.00 <sup>1</sup>
DLR-35GVW <sup>1</sup>	GVWR and CA upgrade - specify <i>35000 HD GVW PCK <sup>1</sup></i>	\$31,900.00 <sup>1</sup>
DLR-37GVW <sup>1</sup>	GVWR and CA upgrade - specify <i>37000 HD GVW PCK <sup>1</sup></i>	\$33,900.00 <sup>1</sup>
DLR-38GVW <sup>1</sup>	GVWR and CA upgrade - specify <i>38000 HD GVW PCK <sup>1</sup></i>	\$34,900.00 <sup>1</sup>
DLR-50GVW <sup>1</sup>	GVWR and CA upgrade - specify <i>50000 HD GVW PCK <sup>1</sup></i>	\$39,900.00 <sup>1</sup>
DLR-39GVW <sup>1</sup>	GVWR and CA upgrade - specify <i>39000 HD GVW PCK <sup>1</sup></i>	\$34,900.00 <sup>1</sup>
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
DLR-LG2 <sup>1</sup>	2,000 lb. lift gate	\$5,900.00 <sup>1</sup>
DLR-LG3 <sup>1</sup>	3,000 lb. lift gate	\$6,900.00 <sup>1</sup>
	12 ton jack cab mounted, if available	NA

<b>VEHICLE:</b>	M2			
<b>DEALER:</b>	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

DLR-AC50K <sup>1</sup>	Auto Crane 50K-22 crane body with shelf package, 24" bumper with crank outriggers, or approved equivalent <i>OR KNAPHEIDE 6108 DL BODY FOR 6000LB CRANE OT 6132DLHH-60K. REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. KNAPHEID 6155 HC LINE BODY TOTAL PRICE IS \$39,800. TIRE BOSS SYSTEM ADD \$7,900. TRAILER TOW PACK WITH PINTLE ADD \$3,990. 4 CORNER STROBES ADD \$2,450. BACKUP CAMERA SYSTEM ADD \$2,860<sup>1</sup></i>	\$44,900.00 <sup>1</sup>
DLR-ACOR <sup>1</sup>	Auto Crane 6006EH electric hydraulic crane, boom support & chassis springs, or approved equivalent <i>OR KNAPHEIDE 10006H 10K CAPACITY OR KNAPHEIDE 6132DLHH BODY. REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST.<sup>1</sup></i>	\$49,900.00 <sup>1</sup>
DLR-ORIG <sup>1</sup>	Auto Crane hydraulic outriggers, or approved equivalent	\$8,900.00 <sup>1</sup>
DLR-6406 <sup>1</sup>	Auto Crane 6406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent <i>OR KNAPHEIDE REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST.<sup>1</sup></i>	\$38,900.00 <sup>1</sup>
DLR-8406 <sup>1</sup>	Auto Crane 8406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent <i>OR KNAPHEIDE. REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST.<sup>1</sup></i>	\$41,900.00 <sup>1</sup>
721-001 <sup>1</sup>	Backup alarm - Factory Installed	\$45.00 <sup>1</sup>
DLR-BUA <sup>1</sup>	Backup alarm - Dealer Installed	\$95.00 <sup>1</sup>
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed	NA
DLR-XTPROFU <sup>1</sup>	Optional equipment - specify <i>XTPRO 60 FORESTRY UNIT WITH CHIP BODY REQUIRES 33000 HD GVW PCK AT ADDITIONAL COST. TC55 OPTIMA MATERIAL HANDLER WITH LINE BODY TOTAL PRICE \$166,910 TL50 MATERIAL HANDLER WITH LINE BODY TOTAL PRICE IS 169,400 LT40 AERIAL TELESCOPIC WITH SERVICE BODY TOTAL PRICE IS \$98,900 C4047 TM DIGGER DERRICK WITH LINE BODY TOTAL PRICE IS \$198,600 ALL REQUIRE 33000 GVW PACKAGE OPTIONS NOT INCLUDED FRONT MOUNT WINCH \$13,900, HORIZ LADDER \$1950. BENCH VISE \$1,980. CHAINSAW BOX \$1,200. RUBBER BLANKER BOX \$1,500, ROPE LIGHTS \$1,980, GOLIGHT WIRELESS SPOT LIGHT \$1,400, LED LIGHT FRONT AND REAR \$1,200, LED TRAFFIC ADVISOR REAR OF TRUCK \$1,900, POWER INVERTER 2400W \$3,900, POLE CARRYING RACK \$4,900, 12" WIRE REEL HOLDER \$600, OPTION FOR ANY TRUCK REQUIRING FRONT FRAME EXT SD108 ADD \$6,900</i>	\$124,500.00 <sup>1</sup>
DLR-LOADERS 1.2. 3. <sup>1</sup>	Optional equipment - specify <i>1.EPSILON LOADER WITH 28 YD DUMP BODY REQUIRES 35000 GVW PACKAGE 2.PALFINGER M100L72 HYDRAULIC LOADER WITH 28 YD DUMP BODY REQUIRES 330000 GVW TOTAL PRICE \$112,400 3.ELLIOTT L60R WITH 14 FT ALUMINUM BED REQUIRES 330000 GVW PACK TOTAL PRICE IS \$159,500<sup>1</sup></i>	\$119,500.00 <sup>1</sup>
DLR-PETRS3 <sup>1</sup>	Optional equipment - specify <i>PETERSEN RS3 PETERSEN RS3 REAR STEER LOADER REQUIRES 33000 GVW PACKAGE RL-3 LOADER AND TRAILER TOTAL PRICE IS \$98,600<sup>1</sup></i>	\$99,800.00 <sup>1</sup>
DLR-6133LB <sup>1</sup>	Optional equipment - specify <i>6133HC LINE BODY WITH CANAOPY ROOF REQUIRES 33000 GVW PACKAGE 6132DLR-30J CRANE BODY AND 5005EH AUTO CRANE TOTAL PRICE IS \$62,400 FOR RAMS 123829 WINCH ADD \$18,800<sup>1</sup></i>	\$31,400.00 <sup>1</sup>
DLR-ALTEC <sup>1</sup>	Optional equipment - specify <i>ALTEC LR758 ALTEC AA 55 TOTAL PRICE \$129,500 ALTEC AA 55E TOTAL PRICE \$137,600 ALL REQUIRE 33000 GVW PACK.<sup>1</sup></i>	\$99,500.00 <sup>1</sup>
DLR-AROACC-80 <sup>1</sup>	Optional equipment - specify <i>AMERICAN ROLLOFF ACC-80 CONTAINER CARRIER REQUIRES 33000 GVW PACK.<sup>1</sup></i>	\$49,500.00 <sup>1</sup>
DLR-HL20K <sup>1</sup>	Optional equipment - specify <i>20K HOOK LIFT WITH TARP REQUIRES 33000 GVW PACKAGE<sup>1</sup></i>	\$52,500.00 <sup>1</sup>

<b>VEHICLE:</b>	M2			
<b>DEALER:</b>	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner	Lou Bachrodt Freightliner
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$35,750.00	\$35,750.00	\$35,750.00	\$35,750.00

DLR-TDB20-24 <sup>1</sup>	Optional equipment - specify 20 FT TRASH DUMP BODY REQUIRES 33000 GVW PACKAGE. 24 FT TRASH DUMP BODY ADD \$1,900 48" SIDES, DOUBLE BARN DOORS, CAB PROTECTOR, TARP SYSTEM GROUND LEVEL WARREN TRASH BODY TOTAL PRICE \$36,900 <sup>1</sup>	\$23,900.00 <sup>1</sup>
DLR-TCMSPHP <sup>1</sup>	Optional equipment - specify TCM 425 80 DHE POT HOLE PATCHER REQUIRES 33000 GVW TCM 500-120 DHE ADD \$2,250 TCM 600-120-DHE ADD \$2,550 TCD 500-80 DHE ADD \$3,800 TCM 350-80 DHE DEDUCT -\$3,500 TCM 500-80-AEE ADD \$7500 ED ETNYRE ASPHALT DISTRIBUTOR TOTAL PRICE IS \$119,600 ALL REQUIRE 33000 GVW PACKAGE <sup>1</sup>	\$89,800.00 <sup>1</sup>
DLR-TERBT2047 <sup>1</sup>	Optional equipment - specify TEREX BT2047 10 TON CRANE. TEREX BT3870 19 TON CRANE TOTAL PRICE \$129600 ALL REQUIRE 33000 AND UP GVW.. <sup>1</sup>	\$119,600.00 <sup>1</sup>
DLR-PMKB20 <sup>1</sup>	Optional equipment - specify PAC MAC KB20 1824 HJ LOADER AND TRASH BODY. UPGRADE TO 30 CU YD BODY ADD \$1,650 REQUIRES 44000 GVW PACK. HARDOX UPGRADE ADD \$5,500 SIDE ARM HOPPER ADD \$10,400 SINGEL DOOR FOR 5' HIGH BODY ADD \$859 ELECTRIC TARP WITH ARMS ADD \$1,300 <sup>1</sup>	\$72,400.00 <sup>1</sup>
DLR-NWV20RL <sup>1</sup>	Optional equipment - specify NEW WAY VIPER 20RL REAR LOADER REQUIRES 33000 GVW PACKAGE NEW WAY COBRA 20 YD REAR LOADER REQUIRES 33000 GVW PACKAGE TOTAL PRICE \$57,900 <sup>1</sup>	\$55,900.00 <sup>1</sup>
DLR-EAM VT2500 <sup>1</sup>	Optional equipment - specify EAM VT2500 GALLON CARBON STEEL VACUUM TANK REQUIRES 33000 GVW PACKAGE. FRONT LIFT HOIST ADD \$18,800 FULL OPEN REAR DOOR ADD \$14,700 FRUITLAND RCF870 500 CFM AIR COOLED ADD \$3,400 NVE 866 500 CFM ADD \$3,400 LOADLINE WITH 4" VALVE ADD \$895 STANDPIPE 4" ADD \$780 ALUMINUM TANK ADD \$11,500 <sup>1</sup>	\$53,500.00 <sup>1</sup>
DLR-RRL25YD <sup>1</sup>	Optional equipment - specify 25 YD RENEGAGE REAR LOADER REQUIRES 33000 GVW PACKAGE, BRIDGEPORT 22YD CSC RANGER AUTOMATED SIDE LOADER REQUIRES 33000 GVW TOTAL PRICE IS \$114,500 <sup>1</sup>	\$68,500.00 <sup>1</sup>
	Optional equipment - specify	NA
DLR-TT <sup>1</sup>	Temporary tag	NC <sup>1</sup>
DLR-TER <sup>1</sup>	Transfer existing registration (must provide tag number)	\$75.00 <sup>1</sup>
	New state tag (specify state, county, city, sheriff, etc.)	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
CALL DELAER <sup>1</sup>	Warranty - specify TO MANY TO LIST <sup>1</sup>	NA <sup>1</sup>
CALL DEALER <sup>1</sup>	Warranty - specify TO MANY TO LIST <sup>1</sup>	NA <sup>1</sup>
CALL DEALER <sup>1</sup>	Warranty - specify TO MANY TO LIST <sup>1</sup>	NA <sup>1</sup>
CALL DEALER <sup>1</sup>	Diesel Warranty - specify TO MANY TO LIST <sup>1</sup>	NA <sup>1</sup>
CALL DEALER <sup>1</sup>	Diesel Warranty - specify TO MANY TO LIST <sup>1</sup>	NA <sup>1</sup>
CALL DEALER <sup>1</sup>	Diesel Warranty - specify TO MANY TO LIST <sup>1</sup>	NA <sup>1</sup>



# **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

## **30,000 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 SPECIFICATION #13**

### **2019 Freightliner M2**

### **(Alternate Dealer Option)**

The Freightliner M2 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



<b>VEHICLE:</b>	M2 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

Order Code	Delete Options	All Zones
	Gas engine in lieu of diesel	NA
342-1CB <sup>1</sup>	Provide 6 speed manual with base engine - specify	(\$1,141.00) <sup>1</sup>
	Provide 7 speed manual with base engine - specify	NA
	Air brakes if compatible with transmission	NA
	Wheel seals	NA
	AM/FM stereo radio	Std
	Satellite radio	NA
	On-Star	NA
	Power Take Off (PTO)	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA

Order Code	Add Options	All Zones
101-21N <sup>1</sup>	Engine/transmission upgrade - specify <i>270HP L9 3500RDS 33000 GVWR OPTION<sup>1</sup></i>	\$21,649.00 <sup>1</sup>
101-22P <sup>1</sup>	Engine/transmission upgrade - specify <i>300HP L9 3500RDS 33000 GVWR OPTION<sup>1</sup></i>	\$22,535.00 <sup>1</sup>
101-22R <sup>1</sup>	Engine/transmission upgrade - specify <i>330HP L9 3500RDS 33000 GVW OPTION<sup>1</sup></i>	\$24,069.00 <sup>1</sup>
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Bi-fuel model - specify	NA
	CNG prep - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Engine hour meter	Std
	Trans oil temp meter	Std
	Allison authorized synthetic oil, TES 295 or equivalent (required for extended warranty)	Std
	Premium hoses	Std
206-150 <sup>1</sup>	Dual 45 gallon fuel tanks	\$859.00 <sup>1</sup>

<b>VEHICLE:</b>	M2 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

	Air dryers	Std
417-006 <sup>1</sup>	Moisture ejectors	\$81.00 <sup>1</sup>
452-001 <sup>1</sup>	Driver controlled differential lock	\$673.00 <sup>1</sup>
	Power windows, only	NA
654-011 <sup>1</sup>	Power windows/door locks	\$316.00 <sup>1</sup>
	Speed control	Std
	Tilt steering wheel	NA
532-002 <sup>1</sup>	Telescopic and tilt steering wheel	\$477.00 <sup>1</sup>
746-1b4 <sup>1</sup>	AM/FM radio with single CD	\$553.00 <sup>1</sup>
	Side air bags	NA
3K <sup>1</sup>	Third key	\$17.00 <sup>1</sup>
373-038 <sup>1</sup>	Upgrade to 4x4 (specify factory or after market)	\$49,252.00 <sup>1</sup>
	Model upgrade - specify	NA
	Model upgrade - specify	NA
829-079 <sup>1</sup>	Crew cab (84" CA)	\$13,133.00 <sup>1</sup>
829-075 <sup>1</sup>	Super cab (84" CA)	\$8,356.00 <sup>1</sup>
	Cutaway cab	NA
744-103 <sup>1</sup>	Optional cab and chassis equipment - specify <i>bright lighted heated mirrors<sup>1</sup></i>	\$402.00 <sup>1</sup>
016-1C2 <sup>1</sup>	Optional cab and chassis equipment - specify <i>vertical exhaust<sup>1</sup></i>	\$822.00 <sup>1</sup>
756-1j3 <sup>1</sup>	Optional cab and chassis equipment - specify <i>air ride drivers seat<sup>1</sup></i>	\$211.00 <sup>1</sup>
650-008 <sup>1</sup>	Optional cab and chassis equipment - specify <i>air ride cab<sup>1</sup></i>	\$120.00 <sup>1</sup>
	Optional cab and chassis equipment - specify	NA
316-035 <sup>1</sup>	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>Factory Installed<sup>1</sup></i>	\$824.00 <sup>1</sup>
316-033 <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>Factory Installed<sup>1</sup></i>	\$1,359.00 <sup>1</sup>
	Vent visors - stick-on style	NA
	Rainshields - flange style	NA
	Spray-in liner (Rhino, Line-X or approved equivalent)	NA
tool box <sup>1</sup>	Knapheide under body tool boxes or approved equivalent <i>18X18X24<sup>1</sup></i>	\$805.00 <sup>1</sup>
74B-080 <sup>1</sup>	Fender or cowl mounted convex mirrors	\$137.00 <sup>1</sup>
727-1AH <sup>1</sup>	Airhorn	\$103.00 <sup>1</sup>
720-002 <sup>1</sup>	Safety kit, fire extinguishers & triangles	\$62.00 <sup>1</sup>

<b>VEHICLE:</b>	M2 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

629-004 <sup>1</sup>	Front stabilizer bars	\$463.00 <sup>1</sup>
	Rear shock absorbers	NA
622-1MG <sup>1</sup>	Auxiliary rear springs	\$167.00 <sup>1</sup>
122-1J1 <sup>1</sup>	Heated fuel water separator	\$26.00 <sup>1</sup>
	Tractor brake package (30,000 GVWR only)	NA
25TONPINTLE <sup>1</sup>	Trailer towing package - specify <i>REQUIRES 019-001 AND 33000GVWR OPTION<sup>1</sup></i>	\$1,836.00 <sup>1</sup>
019-001 <sup>1</sup>	Trailer towing package for air operated trailer brakes <i>REQUIRES 33000 GVW OPTION<sup>1</sup></i>	\$1,082.00 <sup>1</sup>
EBC <sup>1</sup>	Trailer towing package for electric operated trailer brakes <i>ELECTRIC BRAKE CONTROL<sup>1</sup></i>	\$400.00 <sup>1</sup>
590-001 <sup>1</sup>	Mud flaps	\$45.00 <sup>1</sup>
511-1F2 <sup>1</sup>	Full size spare tire & rim	\$780.00 <sup>1</sup>
794-001 <sup>1</sup>	Jack and wheel wrench	\$203.00 <sup>1</sup>
	Nitrogen filled tires including spare tire	NA
311-001 <sup>1</sup>	Daytime running lights	\$17.00 <sup>1</sup>
	Immobilize daytime running lights	Std
6132 <sup>1</sup>	Knapheide 6132 utility body or approved equivalent (requires 84" CA)	\$11,350.00 <sup>1</sup>
	Heil 2-3 yd. dump body with manual ground control tarp or approved equivalent (requires 84" CA)	NA
5YDDUMP <sup>1</sup>	5 yd. dump with manual ground control tarp (requires 84" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$19,587.00 <sup>1</sup>
12STAKE <sup>1</sup>	12 ft. flat stake body with 40" sides all around (requires 84" CA)	\$13,238.00 <sup>1</sup>
12CONTRACT <sup>1</sup>	12 ft. contractors dump with manual ground control tarp, 14" sides (requires 84" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$21,120.00 <sup>1</sup>
14STAKE <sup>1</sup>	14 ft. flat stake body with 40" sides all around (requires 108" CA)	\$14,084.00 <sup>1</sup>
14CONTRACT <sup>1</sup>	14 ft. contractors dump with manual ground control tarp, 14" sides (requires 108" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$21,120.00 <sup>1</sup>
16STAKE <sup>1</sup>	16 ft. flat stake body with 40" sides all around (requires 120" CA)	\$14,862.00 <sup>1</sup>
16CONTRACT <sup>1</sup>	16 ft. contractors dump with manual ground control tarp, 14" sides (requires 120" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$21,505.00 <sup>1</sup>
18STAKE <sup>1</sup>	18 ft. flat stake body with 40" sides all around (requires 138" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$15,852.00 <sup>1</sup>
	19 ft. rollback wrecker with wheel lift (requires 120" CA)	NA
20STAKE <sup>1</sup>	20 ft. flat stake body with 40" sides all around (requires 156" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$15,886.00 <sup>1</sup>
20VAN <sup>1</sup>	20 ft. van roll up door (requires 156" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$16,505.00 <sup>1</sup>
24VAN <sup>1</sup>	24 ft. van roll up door (requires 186" CA) <i>REQUIRES 33000 GVWR OPTION<sup>1</sup></i>	\$18,908.00 <sup>1</sup>

<b>VEHICLE:</b>	M2 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

24STAKE <sup>1</sup>	24 ft. flat stake body with 40" sides all around (requires 186" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>	\$16,107.00 <sup>1</sup>
TL3 <sup>1</sup>	Optional body - specify <i>Petersen Industries Lightning Loader-quadstick controls-1824 body-tool box-tarp-LED flashers in rear corner posts-add \$3331 FOR 2030 BODY-\$4995 for Hardox 1824 body material-add \$5995 for 2030 Hardox body-2030 requires 37000GVWR option-ADD \$47900 FOR ROUTE ASST-ROUTE ASSISTANT REQUIRES 37000 GVWR <sup>1</sup></i>	\$75,349.00 <sup>1</sup>
RS3 <sup>1</sup>	Optional body - specify <i>Petersen Industries rear steer <sup>1</sup></i>	\$101,900.00 <sup>1</sup>
GS5735D <sup>1</sup>	Optional body - specify <i>G-S PRODUCTS 35 YARD RECYCLE BODY-REQUIRES 33000 GVWR OPTION <sup>1</sup></i>	\$83,900.00 <sup>1</sup>
GS5738D <sup>1</sup>	Optional body - specify <i>G-S PRODUCTS 38 YARD RECYCLE BODY-REQUIRES 37000 GVWR OPTION <sup>1</sup></i>	\$84,900.00 <sup>1</sup>
	Optional body - specify	NA
HDIND <sup>1</sup>	Optional body - specify <i>HD INDUSTRIES POT HOLE PATCHER-FOR ALL ELECTRIC MODEL ADD \$10973 <sup>1</sup></i>	\$90,885.00 <sup>1</sup>
TRASHDUMP <sup>1</sup>	Optional body - specify <i>20 FOOT 32CY TRASH DUMP-REQUIRES MINIMUM 35000 GVWR OPTION <sup>1</sup></i>	\$27,945.00 <sup>1</sup>
PAC MAC <sup>1</sup>	Optional body - specify <i>PAC MAC KB20 TRASH LOADER 1824 BODY-JOY STICK CONTROLS-ADD \$5925 FOR HARDOX MATERIAL-\$3300 FOR 30CY BODY-ADD\$1500.00 FOR ELECTRIC TARP <sup>1</sup></i>	\$72,900.00 <sup>1</sup>
	Powder coating for utility body	NA
545-442 <sup>1</sup>	108" cab to axle	\$197.00 <sup>1</sup>
545-475 <sup>1</sup>	120" cab to axle	\$871.00 <sup>1</sup>
545-517 <sup>1</sup>	138" cab to axle	\$871.00 <sup>1</sup>
545-595 <sup>1</sup>	156" cab to axle	\$1,511.00 <sup>1</sup>
545-625 <sup>1</sup>	180" cab to axle	\$1,511.00 <sup>1</sup>
545-640 <sup>1</sup>	186" cab to axle	\$1,839.00 <sup>1</sup>
	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices	NA
	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices	NA
33000GVW1 <sup>1</sup>	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices <i>300HP-3500RDS <sup>1</sup></i>	\$30,543.00 <sup>1</sup>
33000GVW2 <sup>1</sup>	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices <i>300HP-3500RDS <sup>1</sup></i>	\$30,463.00 <sup>1</sup>
400-103 <sup>1</sup>	33,000 GVWR factory approved 4WD	\$49,252.00 <sup>1</sup>
545-442-33000 <sup>1</sup>	33,000 GVWR 108" CA	\$30,660.00 <sup>1</sup>
545-475-33000 <sup>1</sup>	33,000 GVWR 120" CA	\$31,339.00 <sup>1</sup>
545-595-33000 <sup>1</sup>	33,000 GVWR 156" CA	\$31,974.00 <sup>1</sup>

<b>VEHICLE:</b>	M2 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

545-625-33000 <sup>1</sup>	33,000 GVWR 180" CA	\$31,974.00 <sup>1</sup>
545-640 <sup>1</sup>	33,000 GVWR 186" CA	\$31,974.00 <sup>1</sup>
35000 <sup>1</sup>	GVWR and CA upgrade - specify <i>12k Front 23k Rear 300HP 3500RDS<sup>1</sup></i>	\$18,103.00 <sup>1</sup>
37600 <sup>1</sup>	GVWR and CA upgrade - specify <i>14600 front 23k Rear 300HP 3500RDS<sup>1</sup></i>	\$20,713.00 <sup>1</sup>
39000 <sup>1</sup>	GVWR and CA upgrade - specify <i>16k Front 23k Rear 300HP 3500RDS<sup>1</sup></i>	\$22,778.00 <sup>1</sup>
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
	GVWR and CA upgrade - specify	NA
2KTUCKAWAY <sup>1</sup>	2,000 lb. lift gate <i>WALTCO C-20 OR EQUIVALENT<sup>1</sup></i>	\$5,727.00 <sup>1</sup>
GPT3 <sup>1</sup>	3,000 lb. lift gate <i>MAXON GPTLR-33<sup>1</sup></i>	\$12,900.00 <sup>1</sup>
794-001 <sup>1</sup>	12 ton jack cab mounted, if available	\$199.00 <sup>1</sup>
	Auto Crane 50K-22 crane body with shelf package, 24" bumper with crank outriggers, or approved equivalent	NA
	Auto Crane 6006EH electric hydraulic crane, boom support & chassis springs, or approved equivalent	NA
	Auto Crane hydraulic outriggers, or approved equivalent	NA
	Auto Crane 6406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent	NA
	Auto Crane 8406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent	NA
721-001 <sup>1</sup>	Backup alarm - Factory Installed	\$50.00 <sup>1</sup>
	Backup alarm - Dealer Installed	NA
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed <i>DEALER INSTALLED<sup>1</sup></i>	\$1,350.00 <sup>1</sup>
CORNERSTROBE <sup>1</sup>	Optional equipment - specify <i>WHELEN CSP60 OR APPROVED EQUIVELANT<sup>1</sup></i>	\$1,490.00 <sup>1</sup>
VIPOR13RL <sup>1</sup>	Optional equipment - specify <i>NEWAY VIPOR 13CY REAR LOADER<sup>1</sup></i>	\$56,900.00 <sup>1</sup>
VIPOR20RL <sup>1</sup>	Optional equipment - specify <i>NEWAY VIPOR 20CY REAR LOADER<sup>1</sup></i>	\$60,500.00 <sup>1</sup>
COBRA20RL <sup>1</sup>	Optional equipment - specify	\$61,660.00 <sup>1</sup>

<b>VEHICLE:</b>	M2 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

H20TANK <sup>1</sup>	Optional equipment - specify 2300 GALLON SELF LOADING WATER TANK FRONT AND REAR ADJ SPRAY HEADS-ELECTRIC TURRET WITH IN CAB CONTROLS-REQUIRES 33000GVW OPTION <sup>1</sup>	\$49,850.00 <sup>1</sup>
	Optional equipment - specify	NA
16TRASH <sup>1</sup>	Optional equipment - specify 16' TRASH DUMP WITH ELECTRIC TARP-REQUIRES 33000 GVW OPTION <sup>1</sup>	\$26,989.00 <sup>1</sup>
CHIPPER <sup>1</sup>	Optional equipment - specify 14' CHIPPER BODY 60" HIGH 12" REMOVEABLE TOP <sup>1</sup>	\$27,840.00 <sup>1</sup>
SURHD <sup>1</sup>	Optional equipment - specify STAND UP RIGHT HAND DRIVE <sup>1</sup>	\$29,900.00 <sup>1</sup>
REFRVAN <sup>1</sup>	Optional equipment - specify 26' REFRIGERATED VAN WITH THERMO KING T880R COOLING UNIT-REQUIRES 33000 GVW OPTION <sup>1</sup>	\$63,900.00 <sup>1</sup>
LOADMASTER <sup>1</sup>	Optional equipment - specify LEGACY3 20CY REAR LOADER REQUIRES 33000 GVW OPTION 25CY ADD 3900 AND 39000 GVWR OPTION <sup>1</sup>	\$63,900.00 <sup>1</sup>
vactank <sup>1</sup>	Optional equipment - specify 2500 gallon steel septic tank-Masport Titan 400 CFM pump <sup>1</sup>	\$49,900.00 <sup>1</sup>
6133HC <sup>1</sup>	Optional equipment - specify 6133HC LINE BODY-BACKUP CAMERA-ADJ SHELVES <sup>1</sup>	\$34,900.00 <sup>1</sup>
	Optional equipment - specify	NA
	Optional equipment - specify	NA
TEMP <sup>1</sup>	Temporary tag	\$3.00 <sup>1</sup>
TRANSFER <sup>1</sup>	Transfer existing registration (must provide tag number) VARIES BY GVW <sup>1</sup>	NA <sup>1</sup>
NEWTAG <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.) VARIES BY GVW AND MONTH <sup>1</sup>	NA <sup>1</sup>
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
BASE <sup>1</sup>	Warranty - specify 2 YEARS UNLIMITED <sup>1</sup>	Std <sup>1</sup>
TC45200 <sup>1</sup>	Warranty - specify 5 YEAR OR 200K MILES, WHICHEVER COMES FIRST BASE VEHICLE COVERAGE <sup>1</sup>	\$2,200.00 <sup>1</sup>
TOW2 <sup>1</sup>	Warranty - specify 2 YEARS TOWING, MAX \$550 PER OCCURANCE <sup>1</sup>	\$400.00 <sup>1</sup>
DIESEL <sup>1</sup>	Diesel Warranty - specify 3 YEARS UNLIMITED MILES <sup>1</sup>	Std <sup>1</sup>
HD15200 <sup>1</sup>	Diesel Warranty - specify 5 YEARS OR 200K MILES, WHICHEVER COMES FIRST BASE ENGINE COVERAGE <sup>1</sup>	\$1,100.00 <sup>1</sup>
	Diesel Warranty - specify	NA



# CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

Additional Funding for Wastewater Emergency Assistance Services from Veolia Water North America - South, LLC

## SUMMARY

The City's two wastewater treatment plants were constructed in the 1970s and 1980s and are reaching their useful service lives. Immediate Operations and Maintenance support is needed for the facilities to operate safely, maintain water quality compliance, address odor complaints by residents, and meet current staffing shortage of qualified Operators.

Veolia Water North America - South, LLC (Veolia) is providing Wastewater Emergency Assistance Services to the City to address the above needs. Under the City's Emergency Procurement Policy (Ordinance 2018-06), the City Manager has an authorization limit of \$200,000 under emergency conditions. The procurement of Wastewater Emergency Assistance Services has provided continuity of the City's wastewater operations (reliability of service and permitting compliance). An additional \$100,000 is requested from the City Commission to continue these services with Veolia until an Agreement resulting from Request for Qualifications (RFQ) 05-19 LR "Professional Services for Utilities Operations, Maintenance, and Management Services" can be executed.

## RECOMMENDATION

Staff recommends the City Commission approve an additional \$100,000 for Veolia Water North America - South, LLC to continue to provide Wastewater Emergency Assistance Services to maintain continuity of the City's wastewater operations (reliability of service and permitting compliance) until an Agreement resulting from Request for Qualifications (RFQ) 05-19 LR "Professional Services for Utilities Operations, Maintenance, and Management Services" can be executed. A supplemental appropriation will not be necessary, as a positive variance in the FY19 capital budget will be sufficient for the expenditure.



City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**

**RFQ #05-19 LR**

for

**Professional Services for  
Utilities Operations, Maintenance, and  
Management Services**

City of Winter Springs, Florida  
1126 East SR 434  
Winter Springs, FL 32708  
407-327-1800



City of Winter Springs, FL  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**

**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**I. INTRODUCTION**

The City of Winter Springs, Florida (City) invites the submittal of qualifications for Utilities Operations, Maintenance, and Management Services for the City's water, wastewater, reclaimed water, and stormwater utilities. The City intends to select one firm having the demonstrated experience and financial capability to effectively and efficiently assume responsibility for managing the City's two wastewater plants, three water plants, reuse augmentation plant, reclaimed water storage and pumping system, 50 lift stations, and stormwater infrastructure. The City intends to enter into a five-year agreement (with an optional extension of two more years) for the operations, maintenance, and management of the referenced facilities with the most qualified firm. Because the anticipated services agreement will cover different facets of the City's overall utility system, the service agreement may reflect a phased approach where the selected Respondent will perform the services associated with the water, wastewater, reclaimed water, and stormwater utilities pursuant to a phased implementation schedule required by the City.

This Request for Qualifications (RFQ) has been issued to provide firms with information to prepare and submit a detailed response, which must satisfy all requirements and criteria established in this RFQ to qualify for consideration. Qualified firms who are interested in providing these services may download the RFQ from: [http://www.winterspringsfl.org/EN/web/gov/bids\\_purchasing.htm](http://www.winterspringsfl.org/EN/web/gov/bids_purchasing.htm)

By responding to this RFQ, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City will rely on said information during the RFQ process. Further, the Respondent represents and warrants to the City that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City shall have the sole discretion to rank Respondents to this RFQ. The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected Respondents pursuant to this RFQ. Said agreements shall be approved separately by, and at the sole discretion of, the City Commission of Winter Springs, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any

time. Respondent shall bear all costs associated with preparing, responding, interviewing or presenting in connection with this RFQ. The City of Winter Springs will not be liable or pay for any such cost. During the RFQ process, Respondent consents to the City of Winter Springs conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquire about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Firms shall not contact any City officials or staff members regarding this RFQ except as provided under this RFQ related to the pre-submittal tour and written comments or questions regarding the meaning or intent of the RFQ shall be submitted to the City Controller, Holly Queen, CPA at [hqueen@winterspringsfl.org](mailto:hqueen@winterspringsfl.org). Only questions answered by formal written addenda issued by the City will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondents in submitting their response.

Note: Respondents shall familiarize themselves with the provisions of the Florida Public Records Law, especially section 119.071, Florida Statutes. Unless deemed exempt or confidential by law, all information submitted by Respondents to the City will become a public record subject to the provisions of the Florida Public Records Law.

A pre-submittal tour of representative facilities of the City's water, wastewater, reclaimed water, and stormwater systems will be held on **Friday, July 12, at 9:00 AM**. The tour will start at WTP #1 located on 851 Northern Way, Winter Springs, FL 32708. This will be the only time available for interested firms to tour the facilities and to ask any questions in person regarding the RFQ. Attendance at the pre-submittal tour is **MANDATORY** for ALL firms interested in pursuing this work. Each Respondent is limited to three (3) participants per tour. All attendees shall be required to sign-in and provide their own transportation to/from the facilities and provide their own safety equipment appropriate for touring the facilities. All other questions regarding this RFQ shall be submitted in writing to the City Controller, Holly Queen, CPA at [hqueen@winterspringsfl.org](mailto:hqueen@winterspringsfl.org).

Submittal responses shall include four (4) originals in a sealed package marked "RFQ #05-19 LR - PROFESSIONAL SERVICES FOR UTILITIES OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES" and 1 CD/DVD containing all documents in Adobe PDF electronic format. Submittals must be received in City Hall's Utility Billing Department, 1126 East State Road 434, Winter Springs, Florida 32708, no later than **2:00 PM EST Friday, August 2, 2019**. All proposals received after the established deadline will not be accepted. The City will not be responsible for mail delays, late, or incorrect deliveries. The clock located in the lobby of City Hall will be the official authority for determining the time that packages are received and for determining late responses.

The City reserves the right to amend the RFQ. If it becomes necessary to revise any part of the RFQ, an addendum shall be provided to firms who are recorded with the City as having received a copy of this RFQ. In the event of addenda, firms shall include acknowledgment of all addenda as part of their submittal. Failure to acknowledge addenda may be grounds for disqualification of the submittal.

Respondents who are preparing a submittal are expected to examine this request including all relevant forms, terms, conditions, and instructions. All costs associated with preparation and submittal of qualifications shall be borne entirely by the Respondent. Submittals will become the property of the

City and will become part of the public record, subsequent to award of the contract(s) or rejection of all submittals.

**INDEMNIFICATION STATEMENT** – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Respondent shall indemnify, hold harmless and defend the City of Winter Springs and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the “City”) against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Respondent, its agent(s), vendors, Respondents, representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform Respondent's obligations pursuant to this RFQ and any subsequent contract.”

**LIMITATION OF LIABILITY STATEMENT** – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

“The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the liability of the City as set forth in Section 768.28 Florida Statutes, or to extend the liability of the City beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.”

Submittals will be evaluated and ranked by a selection committee composed of City Staff. Oral presentations of the short-listed firms may be requested at the discretion of the selection committee. A final determination of the rankings and selected firm will be made by the City Commission at a date and time to be determined. The City reserves the right to withdraw or amend the RFQ; reject any or all submittals in whole or in part; to re-advertise for any or all of the services; to negotiate for additional services or materials; and/or to accept the proposals, which, in its judgment best serves the interest of the City.

Selection shall be made of the Respondent that demonstrates capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Commission approves a ranking of the firms, the award will depend upon the successful Respondent negotiating acceptable terms under a Consulting Professional

Services Agreement. **While not part of the ranking part of the RFQ process, Respondents are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all the proposals at its sole discretion.

**The submittal shall not exceed 50 pages in length, exclusive of a one-page cover letter, proposed staff resumes, and the standard forms.** Resumes of proposed staff cannot exceed three (3) pages in length per staff member.

The targeted schedule for this solicitation is as follows:

RFP Released for Advertisement	July 2, 2019
Mandatory Pre-Submittal Tour	July 12, 2019
Proposals Due	August 2, 2019
Oral Presentations	TBD

## II. EVALUATION CRITERIA

All responses will be subject to a review and evaluation process under the terms, conditions and procedures set forth in the RFQ. It is the intent of the City that all Respondents responding to this RFQ who meet the minimum requirements contained in this RFQ shall be ranked, at the selection committee's and City Commission's sole and absolute discretion, in accordance with the evaluation criteria and factors established in the RFQ. The City will consider all responsive and responsible responses received in its evaluation and award process. Contracts will be awarded to a successful Respondent deemed the most qualified, and in the City's best interests as determined in the sole and absolute discretion of the City Commission of the City of Winter Springs. Respondents shall submit information for evaluation in the categories listed below. Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

### Rating Range Table:

Evaluation Rating Range	Score 0.0-10.0
Exceptional	10.0
More than adequate	8.0-9.0
Adequate	5.0-7.0
Less than adequate	1.0-4.0
Not covered in proposal	0

**Evaluation Categories:**

A. Overall Qualifications and Experience including qualifications and technical experience of key personnel and firm's relevant and proven project experience (past performance on previous contracts of similar nature). **(Total A: 40 points)**

- Have been in the business of successfully providing full-service public-private contracts for operation, maintenance, and management of water, wastewater, reclaimed water, and stormwater facilities for at least 10 consecutive years. **(0-10 points)**
- Have existing full-service public-private contracts for operation, maintenance, and management of water, wastewater, reclaimed water, and stormwater facilities that have been in effect for at least 10 consecutive years, and have demonstrated experience under one or more contracts operating facilities that are permitted at 5 MGD or higher and comparable in complexity to the City's treatment facilities. **(0-10 points)**
- The qualifications and experience of the key personnel that will be assigned and committed to servicing the City's contract (with specific emphasis on the Project Manager, Lead Wastewater Operator, Management Team, and Regional Support Team). An organizational chart and individual resumes shall be submitted by the Respondent for evaluation by the City. **(0-10 points)**
- Have a strong record of health, safety, and environmental compliance based on Respondent's current Occupational, Safety, and Health Administration (OSHA) recordable rate, experience modification rate (EMR), and information about any health, safety, or environmental violations within the last five (5) years. **(0-10 points)**

B) Respondent shall demonstrate its understanding of the City of Winter Springs' water, wastewater, reclaimed water, and stormwater facilities and that Respondent possesses technical resources, knowledge, and experience relevant to the key issues related to the City's facilities and has provided strategies and operational approaches for implementing management programs, risk management and emergency response plans, odor mitigation, biosolids management, and capital improvements at the facilities. **(Total B: 40 points)**

- Have experience implementing management programs in full-service public-private contracts for operation, maintenance, and management of treatment facilities. Respondent shall describe the systems and cite examples of past and present utilization. **(0-10 points)**
- Have experience in successfully implementing risk management and emergency response plans. Describe the experience in preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations. Identify the number of the Respondent's employees in the region who will be available if it becomes necessary to supplement the efforts of existing on-site staff who will be assigned to the City's facilities. **(0-10 points)**
- Have experience with sludge dewatering and disposal, to include assisting in locating and permitting of disposal sites for at least five (5) years and have the ability to comply with

State and Federal requirements applicable to disposal activities and odor mitigation. **(0-10 points)**

- Provide approach to implementation of routine, preventive, and emergency maintenance for the facilities including suggested methodology for allocating funding. Provide the approach to assisting the City with planning and implementation of capital improvements including suggested methodologies for funding required improvements. **(0-10 points)**
- C) Respondent shall demonstrate experience in successfully transitioning and maintaining existing operations, maintenance and management of utility facilities (including hiring, transitioning and retaining the existing employees of the facilities) into a new project of operating, maintaining and managing the facilities under a service contract with Respondent. Respondent shall cite specific examples of experience transitioning and maintaining such facilities that are on a comparable or larger scale to the City's facilities and provide references. **(Total C: 0-10 points)**
- D) Financial Capacity will be evaluated to determine the overall capacity of the Respondent to carry out the contractual commitments for the requested services. At a minimum, the contracting entity awarded and executing the contract with the City (not the parent company or other subsidiaries) must have a total revenue in excess of \$75M per year for each of the past three (3) years. The Respondent shall demonstrate that the company, or any affiliate of the company, has never filed for bankruptcy protection. **(Total D: 0-10 points)**

The City may, at its discretion, seek clarification of any aspect of a Respondent's submittal.

### III. SUBMITTAL REQUIREMENTS

The Respondent's submittal package shall be organized with Tabs and include the appropriate and requested information in sufficient detail to demonstrate Respondent understands the scope of work required to be performed by this RFQ and under the contract to be negotiated in furtherance of this RFQ.

**Transmittal Letter and Acknowledgement of Addenda:** Transmittal letter must clearly designate the primary Respondent's point of contact, the primary Respondent's authorized representative, and location of primary Respondent's place of business. The transmittal letter must be followed by acknowledgement of any published Addenda.

#### **TAB 1: Executive Summary**

The executive summary shall include a brief statement of the Respondent's approach to the work, understanding of the project's goals and objectives, and demonstrated understanding of the project's potential problems and concerns. The executive summary shall provide a concise overview of the team's experience including the Respondent's background and qualifications, financial stability, and overall organization of the team of key personnel that will be assigned to perform services under a contract with the City.

#### **TAB 2: Overall Requirements, Qualifications, and Experience**

This tab must include a narrative of the primary Respondent's qualifications and experience as well as the qualifications and technical experience/expertise of key personnel. Additionally, provide a narrative

summary of the qualifications and experience of the team that demonstrates at a minimum the following requirements:

- Have been in the business of providing full-service public-private contracts for operation, maintenance and management of water, wastewater, reclaimed water, and stormwater facilities for at least 10 consecutive years.
- Have existing full-service public-private contracts for operation, maintenance and management of water, wastewater, reclaimed water, and stormwater facilities that have been in effect for at least 10 consecutive years.
- Have experience with sludge dewatering and disposal, to include assisting in locating and permitting of disposal sites for at least five (5) years and have the ability to comply with the requirements of the State of Florida for disposal activities.
- Have operated facilities that are permitted at 5 MGD or higher and comparable in complexity to the City's treatment facilities.
- Have experience utilizing business systems in full-service public-private contracts for operation, maintenance and management of treatment facilities. Describe the systems and cite examples of past and present utilization.
- Have experience in successfully transitioning projects and the associated employees into the new project. Site specific examples of transition experience that is on a comparable or larger scale to the City's facilities and provide references.
- Have experience in successfully implementing risk management plans.
- Have experience in successfully implementing emergency response plans. Describe the experience in preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations. Identify the number of the Respondent's employees in the region who could supplement the efforts of existing on-site staff should the need arise.
- Have a strong record of health, safety and environmental compliance. Provide the Respondent's current OSHA recordable rate and EMR and information about any health, safety or environmental violations within the last five years. Describe the Respondent's approach to meeting and guaranteeing permit compliance.

**TAB 3: Relevant Contract Operations Experience**

Provide a description of five (5) relevant project/contract experience where the Respondent successfully provided full-service public-private contracts for operation, maintenance, and management of water, wastewater, reclaimed water, and stormwater facilities. Respondent shall include reference's contact information, annual costs for operation and maintenance, and capital expenses within the scope of the contract as well as a description of past performance.



For each of the five (5) reference projects cited, please provide:

- Listing of all permit/regulatory violations including associated fines and required mitigation measures; and
- Complete listing of all incidents where contract requirements were not met including for odor complaints.

**TAB 4: Staffing Plan**

Provide an organization chart, facilities staffing plan, and resumes for each of the key personnel proposed for this contract with specific emphasis on the Project Manager, Lead Wastewater Operator, Management Team, and Regional Support Team. Resumes must include role, years of experience, education, recent relevant training, and licensure and certifications in addition to experience. Resumes of proposed staff cannot exceed three (3) pages in length per staff member. Staffing plan should indicate the commitment of Respondent's key staff which will be assigned to this contract. Minimum qualifications of the Project Manager include meeting the following requirements:

- Current State of Florida Class B Wastewater Operator's certification or higher (Dual Water and Wastewater License preferred);
- Minimum of 10 years of experience in operation and maintenance of water and wastewater facilities comparable in size and scope to the City's facilities;
- Five (5) years of management experience in the operation and maintenance of water and wastewater facilities; and
- Clean criminal history and Florida driver's license. Respondents are hereby notified that the City will reserve the right in the service contract to reject or require the removal of any of the contracting party's employees who are assigned to work at the City's facilities including, but not limited to, misconduct, negligence, malfeasance, or misfeasance while employed and working at the City's facilities and for failure to maintain a clean criminal history and driver's license. For purposes of this paragraph, the term "clean criminal history" means the person does not generally have a disqualifying job-related criminal offense under City policy such as convictions and serious incidents of violent crime, arson, terrorism, robbery, dealing in stolen property, embezzlement, theft, bribery, extortion, fraud, forgery, unlawful use, sale, or possession of fire arms or explosives, or a crime involving a security incident resulting in a significant loss of life, environmental damage, utility system disruption, or economic disruption in a particular area.

In addition, the Respondent's staffing plan shall include a transition plan to hire and retain all existing City employees associated with the facilities covered by this RFQ. Hiring existing City employees is a requirement of this RFQ subject to the employees satisfying the Respondent's employment screening process.

**TAB 5: Approach to Facilities Operations**

This Tab must describe in sufficient detail and clarity the Respondent's operations, maintenance, and management strategies and approach to accomplish the work identified in the Required Scope of Services. Describe methodologies including best practices and benchmarks to be used and description of required reports and deliverables. At a minimum, the approach must cover regulatory compliance,

operation and maintenance, repair and replacement, asset management, odor mitigation, biosolids management, laboratory sampling and analyses, quality control/quality assurance, cost control, and emergency response and preparedness.

**TAB 6: Approach to Facilities Maintenance and Capital Improvements**

Provide with sufficient detail and clarity, the team’s approach to implementation of routine, preventive, and emergency maintenance for the water, wastewater, reclaimed water, and stormwater facilities including suggested methodology for allocating funding. Likewise, provide with sufficient detail and clarity, the team’s approach to assisting the City with planning and implementation of capital improvements including suggested methodologies for funding required improvements.

**TAB 7: Transition Plan**

Provide details on a transition plan for the water, wastewater, reclaimed water, and stormwater facilities operation, maintenance, and management services due to change in contract operator and/or Respondents as well as approaches for operation, maintenance, and management and capital improvements. The transition plan should address details such as methodologies for additional staffing, as needed, and include language allowing equal opportunity for existing employees to transition to the successful Respondent, as appropriate.

**TAB 8: Financial Capability**

Respondents must submit financial statements to demonstrate good standing and the capacity required for this contract. Submit audited financial statements for the past three (3) fiscal years. The financial statements must include income statements, balance sheets, and statements of cash flow.

**TAB 9: Disclosures and Potential Conflicts of Interest**

All potential conflicts of interest; including identification of any members of the Respondent’s team that are related to an employee of the City, including any appointed or elected officials, must be disclosed. Failure to disclose potential conflicts of interest may result in the proposal being rejected.

**IV. REFERENCE DOCUMENTS**

The City has compiled reference documents for review and use by Respondents in preparing their responses to this RFQ. Such reference documents will be available via online sharefile. The reference documents include the following:

- Water Supply Plan, April 2017;
- Master Wastewater Plan, Final Draft June 2019;
- Lake Jesup Reclaimed Water Augmentation Facility Record Drawings, April 2011;
- WTP#1 Water Quality Improvements Record Drawings, June 2018;
- Stormwater Maintenance Map; and
- Stormwater NPDES MS4 permit.

## V. CONTRACT OPERATIONS OBJECTIVES

The City will enter into an agreement with the successful Respondent (“Service Provider”) that best demonstrates the ability to assume full responsibility for the safe, efficient, and cost effective operation and maintenance of the water, wastewater, reclaimed water, and stormwater facilities in compliance with all applicable Federal and State Laws. Accordingly, the Service Provider shall assume all responsibilities associated with operating and maintaining the water, wastewater, reclaimed water, and stormwater facilities to ensure reliability of operations, and to maintain the value of the City’s investment in these utilities’ facilities and equipment. The successful Service Provider shall be required to provide all labor, materials, supplies, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services for compliant reliable uninterrupted, economical operation of the managed assets to ensure the continuous operations of the water, wastewater, reclaimed water, and stormwater facilities. Specific responsibilities of the Service Provider include, but are not limited to:

- Compliance of facilities with all permits and regulations;
- Providing properly licensed and certified operators and personnel to perform the duties outlined herein;
- Optimizing operation of facilities to provide cost efficient treatment within the facilities’ design capacity;
- Immediately responding and attending to emergency conditions;
- Assisting in capital and operating budget preparation;
- Power consumption;
- Sludge removal/dewatering and residual disposal;
- Facilities’ equipment upkeep and preventative maintenance;
- Performing all sampling and laboratory analyses required by the City’s permits and necessary for process control;
- Ordering and procurement of chemicals, fuel, and supplies;
- Administrative and technical work related to permit renewals and modifications;
- Maintaining an inventory listing of all City supplies and equipment under the Operator’s control;
- Providing input on design or upgrade efforts;
- Facility security checks;
- Performing routine inspections and meeting with regulatory agencies;
- Responding to regulatory correspondence with City where Operator input is needed;
- Recording, interpreting, and reporting accurate information from flow and elapsed time meters;
- Providing City with daily, weekly, monthly, and annual reports regarding the performance of the facilities; and
- Monitoring for any needed improvements within the system.

At a minimum, the Service Provider shall meet the following regulatory requirements and any subsequent modifications:

- FDEP permits for each water and wastewater treatment facility;
- SJRWMD Consumptive Use Permits for the water and reclaimed water systems;
- FDEP biosolids disposal regulations; and
- NPDES MS4 Stormwater permit requirements and pollution prevention plans for the facilities.

The Service Provider shall be required to maintain the facilities, infrastructure, and equipment in a manner that preserves the managed assets and ensures the reliability and efficiency of the facilities and systems. All buildings, structures, property, and equipment shall be maintained in accordance with standards pursuant to maintenance requirements as established by the City. Existing levels of redundancy must be maintained for the facilities. The City intends to, subject to the availability of funding and based upon a prioritized capital improvements list provided by the selected Service Provider, undertake upgrading, repair, and replacement projects as authorized by the City Commission.

The Service Provider shall perform all sampling and laboratory analyses required by the City's permits and necessary for process control. The Service Provider's technical support group shall provide backup advice in process control, management, maintenance, and plant repair as necessary to assist the Service Provider's staff and ensure performance of its obligations. Technical Support is part of the base fee to be paid to the Service Provider.

The Service Provider must ensure that a sufficient staff of qualified and trained employees of the Service Provider shall, at all times, be dedicated to the facilities for not less than a standard forty (40) hour week. The Service Provider shall staff the Facilities for at least eight (8) hours per day, seven (7) days per week, to the extent required by the permit and as necessary for operations. The Service Provider shall be on call 24 hours per day. The Service Provider shall be required to develop and implement a program for employee training for operation and maintenance skills improvement related to the requirements of the contract operation; as well as development and implementation of a safety and security plan. Service Provider and its personnel shall be responsible for their transportation to and from the Facilities.

The Service Provider shall keep the City informed of the operation and maintenance of the facilities through daily, weekly, monthly, and annual reports. The Service Provider, if authorized by the City, shall deal in a professional manner with individuals and community groups concerned with any aspect of the operation of the facilities. The Service Provider shall submit a daily one-page report to include information on flow, loads, staffing, and significant events. The Service Provider shall submit weekly summary reports to include summary information on the previous seven (7) days. The Service Provider shall maintain records of operations, maintenance, repair, and improvement activities at the facilities and shall prepare and submit to the City a monthly report, including a narrative summary of operations and all data required for monthly reporting. The monthly report shall also include photographs and maintenance log reports of equipment breakdowns, process problems, potential problems, or any other issues or concerns. The Service Provider shall prepare and submit an annual report that records significant events of the past year, describes the status of operations at the facilities, charts the performance of the facilities, recommends equipment repairs or upgrades, develops operations budget for the next fiscal year, and compares the status to planned activities.

The Service Provider at their expense, shall install, maintain, and populate computer software, to provide a computerized process control, asset management, and maintenance tracking system for the facilities. There is no specific software required, but the proposed software must provide all the process and maintenance tracking required by the City. Upon termination of this contract, all data shall remain the property of the City.

While the City will maintain responsibility for long- and short-term planning for the facilities; the Service Provider shall be required to participate in planning activities and provide information to the City on a regular basis in support of the City's short- and long- term planning objectives for capital improvements and maintenance requirements as well as policy and regulatory matters.

- **Capital Improvements:** The Service Provider shall be required to provide information and recommendations for capital improvements to increase operating efficiency, improve quality of service, and extend the useful life of assets including development of information to support capital financing plans.
- **Maintenance:** The Service Provider shall be required to provide information and make recommendations to make updates to existing maintenance plans and support the development of a long-term maintenance strategy for the facilities, including identification of cost-saving measures, cost-effective maintenance projects, and routine/preventive maintenance program scheduling.
- **Policy/Regulatory Issues:** The Service Provider shall be required to evaluate proposed or actual regulatory changes from an operations standpoint to determine their effect on the facilities' capacity, management, operation and maintenance including any financial impacts or required changes to the City's policies and procedures. The City may also require input from the Service Provider to establish or challenge the appropriateness of permit limitations.

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**DISPUTES DISCLOSURE FORM**

**Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.**

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_
  
2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_
  
3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? \_\_\_\_\_ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that the statements contained herein are true. I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the City that might arise from the representations contained herein, and forfeiture of rights for further consideration for work in the City of Winter Springs.

Firm: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Authorized Signature / Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**DRUG-FREE WORK PLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Firm: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Authorized Signature / Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM**

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

1. This sworn statement is submitted to the City of Winter Springs by:

\_\_\_\_\_

on behalf of: \_\_\_\_\_

whose business address is: \_\_\_\_\_

\_\_\_\_\_

Federal Employer Identification Number (FEIN) \_\_\_\_\_

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), F.S., 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 bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), F.S., means a 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 record 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 guilt or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), F.S., 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 ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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.

6. 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 of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after 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 the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I understand that the submission of this form to the City of Winter Springs is for the City of Winter Springs only. I also understand that I am required to inform the City of Winter Springs prior to entering into a contract in excess of \$25,000 of any change in the information contained in this form.

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

State of Florida, County of \_\_\_\_\_; On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared:

\_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

- \_\_\_\_\_ Personally Known
- \_\_\_\_\_ Produced Identification:  
(Type) \_\_\_\_\_
- \_\_\_\_\_ Did take an Oath
- \_\_\_\_\_ Did Not take and Oath

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
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Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**CERTIFICATION OF NON-SEGREGATED FACILITIES FORM**

By affixing his signature to this form, the consultant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The consultant certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The consultant agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Official Address: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
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Professional Services for  
 Utilities Operations, Maintenance, and Management Services

**INSURANCE REQUIREMENTS FORM**

1. The consultant shall be **required** to provide to the City, **prior** to signing a contract for or **commencing** any work, a Certificate of Insurance which verifies coverage in compliance with the requirements outlined below. Compliance of said certificate must be acknowledged by the Purchasing Coordinator prior to start of work. Any work initiated without completion of this requirement shall be unauthorized and the City of Winter Springs will not be responsible.
2. The City of Winter Springs reserves the right to require coverage and limits as considered to be in its best interests. Insurance requirements shall be on a case by case basis determined by the project, conditions and exposure.
3. Except for Professional Liability and Workers Compensation Policies, when required, **all policies are to be endorsed to include the City of Winter Springs as Additional Insured. In the cancellation clause the number "30" shall be inserted** into the blank space provided prior to the words "days prior notice...". All consultant policies are to be considered primary to City coverage and shall not contain co-insurance provisions.
4. In the event that the insurance coverage expires prior to the completion of services, a renewal certificate shall be issued 30 days prior to said expiration date.
5. **Subconsultants** retained by the primary consultant **are the responsibility of said primary consultant** in all respects.
6. Insurance requirements:

COVERAGE REQUIRED	MINIMUM POLICY LIMITS
Workers' Compensation	Statutory
Commercial General Liability including Contractual Liability, Products and Completed Operations, XCU and Owners and Contractors Protective	\$ 5,000,000 Occurrence
Comprehensive Auto Liability, CSL, shall include "any auto"	\$ 1,000,000 CSL
Professional	\$1,000,000 Claims-Made

(NOTE: All limits are per occurrence unless noted otherwise and must include Bodily Injury and Property Damage. Deductibles and self insured retentions must be approved by the City of Winter Springs, and all insurers must have an A.M. Best rating of at least A: VII.)

7. Bonding Required: None This Submittal
8. Consultant will be required to provide a certificate of insurance in compliance with the above, within four (4) days of notification of award with continuing coverage, without a break.
9. I hereby certify that the insurance and bonding requirements outlined above shall be met as required, if I am awarded a contact for the services specified herein.

Firm: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Authorized Signature / Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**



\_\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Typed or Printed Name of Affiant Title

State of Florida, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and

\_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
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Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**VENDOR CERTIFICATION REGARDING SCRUTINIZED  
COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_

Who is authorized to sign on behalf of the above referenced company.

Authorized Representative: Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**



# **CITY COMMISSION**

## REGULAR MEETING MINUTES

**MONDAY, AUGUST 12, 2019 AT 6:30 PM**

CITY HALL - COMMISSION CHAMBERS  
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

## **CALL TO ORDER**

The Regular Meeting of Monday, August 12, 2019 of the City Commission was called to Order by Mayor Charles Lacey at 6:30 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

### **Roll Call:**

Mayor Charles Lacey, present  
Deputy Mayor Kevin Cannon, present  
Commissioner Jean Hovey, present  
Commissioner Ted Johnson, present  
Commissioner TiAnna Hale, present  
Commissioner Geoff Kendrick, present  
Interim City Manager Shawn Boyle, present  
City Attorney Anthony A. Garganese, present  
City Clerk Andrea Lorenzo-Luaces, present

A moment of silence was held, followed by the Pledge of Allegiance.

Regarding adopting the Agenda, Mayor Lacey asked, "May we adopt the Agenda without objection?" Deputy Mayor Kevin Cannon asked to speak on Consent Agenda Item "305" and Commissioner Geoff Kendrick had a comment related to Consent Agenda Item "307." Concluding this, Mayor Lacey noted, "Without further objection, the Agenda is adopted."

## **AWARDS AND PRESENTATIONS**

### **100. Optimist Club Award Presentation to Police Department Personnel**

Mr. Phil Kaprow with the Winter Springs' Optimist Club recognized individuals for their contributions to law enforcement with their "Respect the Law" program and the City of Winter Springs and commended: Police Explorer Tyler Pierce, "COP" (Citizen on Patrol) Nick Visalli, and Officer Pat Donovan, Winter Springs Police Department, for their contributions to Law Enforcement and the community.



## **101. Presentation of Awards Recognizing Specific Camp Sunshine Campers in the Camp Sunshine Camp Program for their Outstanding Character Traits**

Mr. Chris Caldwell, Director, Parks and Recreation Department spoke of the City's Camp Sunshine program and recognized Ms. Melissa Sileo, Program Coordinator, Special Events and Recreation Programs, Parks and Recreation Department and Mr. Mike Barclay, Recreation Superintendent, Parks and Recreation Department who were involved with this program.

Next, Mr. Caldwell pointed out that the outstanding character traits associated with this program were courage, integrity, kindness, perseverance, respect, responsibility, self-discipline, cleanliness, and forgiveness.

Mr. Caldwell then recognized the participants in this year's Camp Sunshine Summer Camp Program, and Certificates were presented to the following participants who were in attendance: Rose Braun, Audrey Butche, Michaela Diaz, Kenneth Luker, Izander Munger, Sam Pearson, and Trenton Sizemore.

## **INFORMATIONAL AGENDA**

### **200. Current Development Projects Update**

No discussion.

### **201. New Recreation Management Software**

This Agenda Item was not discussed.

## **PUBLIC INPUT**

*Mayor Lacey opened "Public Input".*

*Mr. Mark Hoefling, 1601 Wildcat Court, Winter Springs, Florida:* asked if the City Commission could assist with getting AT&T to provide fiber optic internet service to his residence and commented on some of the issues he has had with 5G service.

Deputy Mayor Cannon said he was supportive of this endeavor.

Mayor Lacey also agreed with the concerns as noted and mentioned that he was in support of this, and suggested that he could write a letter on the City's behalf.

Deputy Mayor Cannon pointed out that AT&T had a petition process and hoped that Staff could look into this issue.

Commissioner Ted Johnson agreed and thought we should reach out to see what the status was.

Mayor Lacey noted, "I suggest that we ask Staff to make some inquiries about it at the Staff level and come back as an Agenda Item with a report on what the real situation is and what they have discovered would be the pressure points."

Deputy Mayor Cannon thought this should be expedited and added that if a Resolution or Proclamation would help, to do that; and/or if this could be included in the upcoming Survey for input from residents and businesses.

Mayor Lacey remarked, "If we are going to ask Staff to do something, I need to have Consensus from the Commission." Commissioner Kendrick said, "Absolutely." Commissioner TiAnna Hale and other Commissioners nodded in agreement. No objections were voiced.

*Ms. Gina Shafer, Winter Springs Village, Winter Springs, Florida:* mentioned some of the comments that residents suggested at the recent Visioning Session held for residents, such as setbacks, parking, Pickleball courts, some alternative uses for the former property known as the Winter Springs Golf Course, and applying for Grants.

Discussion.

*Mr. Ron Lighthart, 1036 Winding Waters Circle, Winter Springs, Florida:* commented on the merits of Interim Manager Shawn Boyle and spoke of a former City Manager and Pension Plans.

*Mayor Lacey closed "Public Input".*

## **CONSENT AGENDA**

### **300. Surplus Assets**

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This Agenda Item was not discussed.

### **301. TLBD Landscape Project Supplemental Appropriation**

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No discussion.

### **302. FY 2019-2020 Assessment Rolls**

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There was no discussion on this Agenda Item.

### **303. Asphalt Street Resurfacing Agreement**

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No discussion.

### **304. NRCS Sediment Removal Project Additional Funding Request**

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This Agenda Item was not discussed.

### **305. Resolution 2019-18 - Agreement with Traffic Technology Services, Inc. to Access Traffic Signal Data**

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Discussion ensued on traffic, technology, and cut-through traffic.

Deputy Mayor Cannon suggested that the Agenda Item be approved and recommended that Traffic Technology Services, Inc. be invited to return to the City Commission with City Staff in a year to explain how this was benefiting our City and residents.

Continuing, Deputy Mayor Cannon commented on the City being more engaged and inquired, “Can our City Engineer for example or if we have as a Consultant, a Traffic Engineer, will they and our Police Department be able to get more real time access to the data points?”

*Mr. Kris Milster, P.E., PTOE, Director of Government Accounts, Traffic Technology Services, Inc., 17933 NW Evergreen Place, Suite 240, Beaverton, Oregon:* addressed the City Commission and stated, “Yes. You will be able to get the information from the County systems where the software resides.”

Concluding the comments under this Agenda Item, Deputy Mayor Cannon suggested there should be improved synchronization of traffic flowing through Winter Springs.

### **306. Parks and Recreation Fees**

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There was no discussion on this Agenda Item.

### **307. Trotwood Park Fitness Zone**

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Addressing Mr. Caldwell, Commissioner Kendrick spoke of the earlier Parks and Recreation Department “Awards and Presentations”, the Parks and Recreation Advisory Committee, this Agenda Item and noted, “I just wanted to recognize you, recognize Shawn (Boyle), and our previous City Manager for all of the hard work and focus that we have put on our parks. We have the best parks in Seminole County and they are only getting better.”

With further comments, Commissioner Kendrick said to Mr. Caldwell, “I do want to recognize you, and I appreciate your service!”

Deputy Mayor Cannon added, “Thank you.”

### **308. Acceptance of Donation for Police K9 Purchase #1**

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This Agenda Item was not discussed.

### **309. Acceptance of Donation for Police K9 Purchase #2**

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No discussion.

### **310. Minutes from the Monday, July 8, 2019 City Commission Regular Meeting**

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There was no discussion on this Agenda Item.

**MOTION TO APPROVE THE CONSENT AGENDA. MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.**

**VOTE:**

**COMMISSIONER JOHNSON: AYE**

**DEPUTY MAYOR CANNON: AYE**

**COMMISSIONER HOVEY: AYE**

**COMMISSIONER KENDRICK: AYE**

**COMMISSIONER HALE: AYE**

**MOTION CARRIED.**

### **PUBLIC HEARINGS AGENDA**

**400. Public Adoption Hearing and Second Reading of Ordinance 2019-06 regarding EAR based amendments to the Comprehensive Plan related to the Intergovernmental Coordination Element and transmit to the Department of Economic Opportunity and other reviewing agencies**

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City Attorney Anthony A. Garganese read Ordinance 2019-06 by "Title" only and offered a few remarks.

Brief comments followed on the Planning Technical Advisory Committee (PTAC), Interlocal Agreements, and CRA's (Community Redevelopment Agencies).

Deputy Mayor Cannon asked how City Staff keeps track of all Interlocal Agreements. Remarks ensued.

*Mayor Lacey opened "Public Input" for this Agenda Item.*

No one spoke.

*Mayor Lacey closed "Public Input" for this Agenda Item.*

**RELATED TO ORDINANCE 2019-06, "MOTION TO APPROVE ON SECOND READING." MOTION BY DEPUTY MAYOR CANNON. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

**VOTE:**

**COMMISSIONER HOVEY: AYE  
COMMISSIONER HALE: AYE  
COMMISSIONER KENDRICK: AYE  
DEPUTY MAYOR CANNON: AYE  
COMMISSIONER JOHNSON: AYE  
MOTION CARRIED.**

**REGULAR AGENDA**

**500. City Manager Position**

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Mayor Lacey began the discussion on this Agenda Item.

Attorney Garganese gave a brief overview of the Application process and the Applications that had been submitted.

Commissioner Hale spoke of the procedures, and suggested Interim Manager Boyle be Appointed as City Manager and noted that she was willing to offer a Motion.

Commissioner Johnson also commented on the process.

Next, Commissioner Jean Hovey mentioned a complaint from a resident and recommended the City Commission go through Interview procedures.

Deputy Mayor Cannon spoke of the hiring process, criteria related to hiring, and noted he was supportive of a Motion to appoint Shawn Boyle as City Manager.

Commissioner Kendrick also remarked about his interest in appointing Shawn Boyle to the position of City Manager.

Mayor Lacey spoke of the qualities of Interim Manager Boyle.

Discussion continued.

**"I MAKE THE MOTION TO CHANGE SHAWN BOYLE FROM INTERIM CITY MANAGER TO - CITY MANAGER EFFECTIVE IMMEDIATELY AND ASK THAT ANTHONY (GARGANESE) AND CASEY (HOWARD) NEGOTIATE A CONTRACT THAT IS BENEFICIAL FOR BOTH THE RESIDENTS OF WINTER SPRINGS AND MR. BOYLE." MOTION BY COMMISSIONER HALE. SECONDED BY COMMISSIONER KENDRICK. DISCUSSION.**

**VOTE:**

**DEPUTY MAYOR CANNON: AYE**  
**COMMISSIONER JOHNSON: AYE**  
**COMMISSIONER HOVEY: NAY**  
**COMMISSIONER HALE: AYE**  
**COMMISSIONER KENDRICK: AYE**  
**MOTION CARRIED.**

Discussion ensued on the planned Special Meeting set for August 21, 2019 and whether the Special Meeting was still needed. Mayor Lacey asked if there was agreement that the August 21, 2019 Special Meeting be canceled.

Deputy Mayor Cannon stated, "I agree." Commissioner Kendrick noted, "Agreed." Mayor Lacey then inquired, "Any objection?" With brief comments, this was agreed to, as no objections were voiced.

## REPORTS

### **600. City Attorney Anthony A. Garganese, Esquire**

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No Report.

### **601. Interim City Manager Shawn Boyle**

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Manager Boyle thanked the Mayor and City Commission.

Continuing his Report, Manager Boyle spoke of improving communications related to past Hurricanes; and pointed out that Staff would be bringing back an Agenda Item at the next meeting on this matter. Manager Boyle added that there was a specific webpage and there were plans to have a telephone number for residents to call during and after a Hurricane which would be staffed to take calls regarding debris.

Manager Boyle noted that the Police Department was hosting “Coffee with a Cop” with one scheduled for tomorrow morning from 8 a.m. to 10 a.m. at the Dunkin’ in Winter Springs.

Manager Boyle commented about a Grand Opening at Central Winds Park planned for Friday, August 30<sup>th</sup>, 2019 at 6:00 p.m. which will showcase new playground equipment unique to the area.

Next, Manager Boyle complimented Ms. Sileo, Mr. Barclay, and Mr. Caldwell as well as Parks staff for the great Summer Camp program.

Officer Tracy Fugate with the Police Department was commended for her work with all of the Volunteers for the Community Youth Outreach program.

Manager Boyle spoke highly of the Volunteers and the Police Department who put more than 200 bags of school supplies together.



## **602. City Clerk Andrea Lorenzo-Luaces, MMC**

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No Report was given.

## **603. Seat Five Commissioner Geoff Kendrick**

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Commissioner Kendrick congratulated Manager Boyle and stated, "I am very proud of the work that you have done - not just six (6) months, ten (10) years and it is going to be an honor and a privilege to serve with you moving forward. Job well done and I am looking forward to, as well as the citizens, should look forward to the future of Winter Springs under your leadership and staff of the City."

**MOTION TO APPOINT PEDRO VASCONCELLOS TO THE OAK FOREST WALL AND BEAUTIFICATION DISTRICT ADVISORY COMMITTEE. MOTION BY COMMISSIONER KENDRICK. SECONDED BY COMMISSIONER JOHNSON. DISCUSSION.**

*Mayor Lacey opened "Public Input".*

No one spoke.

*Mayor Lacey closed "Public Input".*

**VOTE:**

**COMMISSIONER JOHNSON: AYE**

**COMMISSIONER HOVEY: AYE**

**COMMISSIONER HALE: AYE**

**COMMISSIONER KENDRICK: AYE**

**DEPUTY MAYOR CANNON: AYE**

**MOTION CARRIED.**

Next, Commissioner Kendrick noted school was back in session, and asked that everyone be careful.

Commissioner Kendrick thanked the Clerk's staff for the Board and Committee Appreciation Dinner. Commissioner Kendrick added, "It is a great time to recognize all of our Advisory Board Volunteers – they mean so much to our City and we appreciate all of their input and all of their service."

Lastly, Commissioner Kendrick noted that last Thursday evening, he was contacted by a resident whose neighbor was having some kind of a back-up at their home. Commissioner Kendrick said that he immediately called Ms. Lena (Rivera, P.E., D.WRE, Director, Public Works and Utilities Departments, Manager Boyle, and Mr. Christopher Schmidt, Director, Community Development Department to have them check on this situation.

Commissioner Kendrick said it ended up not being an issue and thanked Ms. Rivera, Manager Boyle, and Mr. Schmidt as well as Mr. Clifton Mullis, Supervisor, Public Works Department for their immediate attention to this concern.

#### **604. Mayor Charles Lacey**

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Mayor Lacey offered his thanks to the City Clerk and her staff for the Board and Committee Appreciation Dinner.

To Manager Boyle, Mayor Lacey said, "Congratulations to you. I look forward to the next few years."

Third, Mayor Lacey congratulated Attorney Garganese on being named Municipal Attorney of the Year.

Mayor Lacey added, "Congratulations to all our Charter Officers for a job well done."

#### **605. Seat One Commissioner Jean Hovey**

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First, Commissioner Hovey briefly addressed the City's Voting Delegate for the Florida League of Cities' Annual Conference.

Secondly, Commissioner Hovey asked Chief of Police Chris Deisler about the Communications Center going to Seminole County, to which Chief Deisler said there were not any immediate plans.

Third, Commissioner Hovey spoke of traffic concerns as schools were back in session.

## **606. Seat Two Commissioner/Deputy Mayor Kevin Cannon**

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Deputy Mayor Cannon congratulated Manager Boyle.

Next, Deputy Mayor Cannon noted that he attended recent Seminole County Commission Work Sessions which addressed lake regulations, and Land Use.

Deputy Mayor Cannon spoke of participating with a project organized by Commissioner Hale at Indian Trails Middle School.

Continuing, Deputy Mayor Cannon referenced school attendance numbers and mentioned that Indian Trails Middle School was at capacity, and suggested we need to think of this when residential projects are approved. The Tuskawilla Crossings project was referred to as an example.

Lastly, Deputy Mayor Cannon commended the City Clerk and her staff putting the Board and Committee Appreciation Dinner together. Deputy Mayor Cannon also recognized IT staff for their work securing City data.

## **607. Seat Three Commissioner Ted Johnson**

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Commissioner Johnson thanked the City Clerk and her staff for their efforts putting on the Board and Committee Appreciation Dinner for the Mayor and City Commission.

Next, Commissioner Johnson then recognized Ms. Rivera and Mr. Len Hartman, Public Works Supervisor, Public Works Department for their work repairing sidewalks around the City and remarked how quickly they do their work.

Commissioner Johnson noted that he was pleased to be going through the Leadership Seminole program and thanked the City for the opportunity.

Further, Commissioner Johnson applauded Commissioner Hale for her vegetable planter project at Indian Trails Middle School.

Commissioner Johnson commented that he also attended the July 30<sup>th</sup> Seminole County Work Sessions and commended Commissioner Amy Lockhart for her work with an Interlocal Agreement with Seminole County Public Schools.

#### **608. Seat Four Commissioner TiAnna Hale**

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Commissioner Hale thanked everyone who came out to help build vegetable planters at Indian Trails Middle School.

Next, Commissioner Hale complemented the City Clerk and her staff for the Board and Committee Appreciation Dinner, and added, "I am hoping that all of our Volunteers know how much we truly appreciate everything that they do – you are what makes Winter Springs, Winter Springs and I appreciate it and hope you felt our gratitude."

Commissioner Hale then offered her thanks to Chief Deisler for his assistance with Highlands Elementary School and a speed trailer.

Further regarding the project at Indian Trails Middle School, Commissioner Hale commended Mr. Mullis and his son who came out three (3) times on Sunday to shovel a lot of mulch, and commented how much they helped her.

Commissioner Hale added, "Our Staff here, a lot of them live here in Winter Springs and they care so much about our community. I just appreciate everyone here in Winter Springs."

Next, Commissioner Hale said, "Congratulations Shawn (Boyle)." Furthermore, Commissioner Hale pointed out, "I appreciate everything. I have watched you just take the lead and to have your experience, your leadership, skills; and watching you motivate our staff to not just get a job done, but to get the job done well and right the first time is hands down, very admirable. And I will enjoy working with you."

Commissioner Johnson added that he found out that the only school in Winter Springs that could take on new students was Winter Springs Elementary School.

Comments followed on Leadership Seminole and tasers.

Deputy Mayor Cannon asked Chief Deisler if he could look at the students leaving Winter Springs Elementary School along State Road 434 in terms of children crossing across State Road 434 and to ensure their safety as he did not think there was a School Crossing Guard there.

Chief Deisler said he would look into this.

Commissioner Hale spoke of the Florida League of Cities' Annual Conference, that she would bring back information and resources, and spoke of the merits of the League's App.

## **PUBLIC INPUT**

*Mayor Lacey opened "Public Input".*

*Mr. Ron Lighthart, 1036 Winding Waters Circle, Winter Springs, Florida:* congratulated Manager Boyle, spoke of Pension Plans and a former City Manager and spoke about nuclear fusion reactors.

*Ms. Gina Shafer, Winter Springs Village, Winter Springs, Florida:* commented that there was no yellow sign posted for the Dreamfinders project; how she had contacted the Department of Transportation (DOT) about changing speed limits along State Road 434 near the Blake Apartments, and she would appreciate the City's help with speeding drivers on State Road 417.

Next, Ms. Shafer congratulated Manager Boyle, said that she and her family were Voters, and that it says a lot when someone is promoted from within, and asked Manager Boyle if he would look into Grant money for the City.

Commissioner Johnson agreed that that part of State Road 434 needed the City's assistance with traffic lights.

Deputy Mayor Cannon concurred and suggested needing traffic improvement measures at the intersection of Tuscora Drive and State Road 434, as well as the Michael Blake Boulevard intersection with State Road 434 and thought the signals along this stretch up to Bear Springs Drive were not coordinated well and would like to have an independent Traffic Engineer consult with City Staff.

Furthermore, Deputy Mayor Cannon thought Staff should bring back an Agenda Item on this topic for the City Commission to consider.

Deputy Mayor Cannon added, "I just would like to see it on an Agenda and see what our options are."

*Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs, Florida:* congratulated Manager Boyle, mentioned she had seen conflicting information on Facebook about Winter Springs, had attended every community workshop with Developers, and suggested we promote these more.

Ms. Benton added that she felt the Developers seemed to be enjoying these interactions with residents and that there was another community workshop tomorrow evening.

Deputy Mayor Cannon remarked that he suggested that a yellow sign be erected on any applicable property and hoped the same could be done for community workshops when held.

*Mr. Maurice Kaprow, Post Office Box 195233, Winter Springs, Florida:* commended Manager Boyle on his Appointment, offered his thanks for the Board and Committee Appreciation Dinner and thanked the Mayor and City Commission for holding these events.

Mr. Kaprow then complimented Ms. Rivera and the Public Works Staff for looking into a possible issue that involved the storm sewers where Ocelot Court met Howell Creek Drive as he was concerned a car might end up there. Mr. Kaprow closed by saying he was very pleased to live in a City where staff were so responsive.

*Mr. Matt Benton, 414 Cedarwood Court, Winter Springs, Florida:* thanked Ms. Shafer for her earlier comments on the Resident Visioning Meeting, and also mentioned how the Business Visioning Meeting went. Mr. Benton congratulated Manager Boyle.

*Mayor Lacey closed "Public Input".*

## **ADJOURNMENT**

Mayor Lacey adjourned the Regular Meeting at 8:29 p.m.

*RESPECTFULLY SUBMITTED:*

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ANDREA LORENZO-LUACES, MMC  
CITY CLERK

*APPROVED:*

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MAYOR CHARLES LACEY

NOTE: These Minutes were approved at the \_\_\_\_\_, 2019 City Commission Regular Meeting.



# PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

The City Attorney and City Manager request that the City Commission consider accepting the Districting Commission's recommendation regarding an update of the City Commission voting district boundaries pursuant to Section 4.02 of the City Charter, and conduct First Reading of Ordinance No. 2019-10 approving the recommendation.

## SUMMARY

Section 4.01(a) of the City Charter provides that there shall be a governing body composed of the mayor and five (5) commission members elected by the voters of the city as provided in this Charter. Not more than one (1) commission member shall reside in each of the five (5) commission districts provided for in Section 4.02 (a) of the Charter. The mayor shall be elected at large and may reside anywhere within the city.

Section 4.02 of the City Charter requires that the City Commission appoint a Districting Commission for purposes of examining whether adjustments must be made to the City Commission voting district boundaries. On January 28, 2019, the City Commission appointed a Districting Commission pursuant to Resolution No. 2019-01. Further, the City retained the services of the East Central Florida Regional Planning Council (ECFPC) to assist City staff with providing technical assistance to analyze the population and voting age population within the existing five City Commission districts, and to prepare a report and related maps. The City Attorney provided legal guidance.

On May 24, 2019, the Districting Commission timely examined the report prepared by the ECFPC and conducted a public hearing related to a proposed new City Commission Voting District Map. The Districting Commission recommended a revised City Commission Voting District Map which is attached as Exhibit "A" to Ordinance No. 2019-10. The proposed new map makes several adjustments to the boundaries of the existing City Commission Districts to account for population and voting age population changes since the last Districting Commission process in 2016. Based on legal guidelines regarding voting districts, the existing City Commission voting district boundaries are in essence being adjusted to rebalance population and voting age populations more equally within the five districts.

The City Commission shall adopt the redistricting ordinance at least one hundred twenty (120) days before the next city election, which is November 3, 2020. If the



City Commission fails to either accept or reject the redistricting ordinance recommended by the Districting Commission, the report of the Districting Commission shall go into effect and have the same effect of an ordinance. The proposed redistricting ordinance may not be rejected for any reason except for failure to comply with the specifications listed in Section 4.02 (c) of this Charter or failure to comply with other local, state or federal law.

Section 4.02 provides:

**Section 4.02. - Commission districts; adjustment of districts.**

(a) *Number of districts.* The city commission of the City of Winter Springs, Florida, shall by separate ordinance divide the city into five (5) geographical commission districts.

(b) *Districting commission.* By the first day of February, 1991, the first day of February, 1992, and every three (3) years thereafter, the city commission shall appoint seven (7) city electors determined from the registration of the last regular election, one (1) to be appointed by each commissioner from their respective district, and two (2) appointed by the mayor from the city at large, who shall comprise the districting commission. Electors chosen shall not be employed by the city in any other capacity. The initial districting commission, creating and establishing the first commission districts, shall be appointed by each commissioner and the mayor from the city at large.

(c) *Report; specifications.* The districting commission shall file with the official designated by the city commission a report containing a recommended plan for establishment or adjustment of the commission district boundaries. The initial districting commission, creating and establishing the first commission districts, shall file such report within ninety (90) days of appointment. Thereafter, such reports shall be filed within one hundred twenty (120) days of appointment to the districting commission. The commission district boundaries shall comply with the following specifications:

(1) Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of streets insofar as practical or possible, or other boundaries available.

(2) The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

(3) The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a commissioner.

(d) *Support.* It shall be the responsibility of the city manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the city commission's consideration of the report shall be the same as for other ordinances, provided that if a summary of the ordinances is published pursuant to this Charter and general law, it must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* The city commission shall adopt the redistricting ordinance at least one hundred twenty (120) days before the next city election. If the city commission fails to either accept or reject the redistricting ordinance, the report of the districting commission shall go into effect and have the same effect of an ordinance. The proposed redistricting ordinance may not be rejected for any reason except for failure to comply with the specifications listed in Section 4.02 (c) of this Charter or failure to comply with other local, state or federal law.

(g) *Effect of enactment.* The new commission districts and boundaries as of the date of enactment shall supersede previous commission districts and boundaries for all purposes; provided all incumbent commissioners shall continue to hold office for the entire term to which elected notwithstanding any change in commission district and boundaries.

## **RECOMMENDATION**

The City Attorney and City Manager recommend that the City Commission consider accepting the recommendation made by the Districting Commission and pass Ordinance No. 2019-10 on First Reading.

**ORDINANCE NO. 2019-10**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, ADOPTING THE MAP AND DESCRIPTION OF THE RECOMMENDED COMMISSION DISTRICTS FILED WITH THE CITY COMMISSION BY THE DISTRICTING COMMISSION PURSUANT TO SECTION 4.02 OF THE WINTER SPRINGS CITY CHARTER; PROVIDING FOR SEVERABILITY, REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Springs City Charter requires that the City be divided into five (5) geographic voting districts for purposes of electing a City Commissioner from each district; and

**WHEREAS**, in accordance with Section 4.02 of the City Charter, the City Commission is required to periodically appoint a districting commission to redraw the voting districts based on population and acceptable constitutional voting rights principals; and

**WHEREAS**, the Districting Commission is required by City Charter to recommend a voting district map to the City Commission for consideration; and

**WHEREAS**, the City Commission of the City of Winter Springs, Florida, hereby finds that the voting district map recommended by the Districting Commission on May 24, 2019 is acceptable and also finds that it is in the best interests of the citizens of Winter Springs to approve said map.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2. Voting District Map.** Pursuant to Section 4.02 of the Winter Springs City Charter, the City Commission hereby approves the voting district map recommended by the Districting Commission. Said Voting District Map is attached hereto as **Exhibit "A"** and hereby fully incorporated herein by this reference.

**Section 3. Future Elections.** The Voting District Map approved hereunder shall be used by the City for all City Commission municipal elections occurring after the effective date of this ordinance.

**Section 4. Filing of Voting District Map with City Clerk.** The Voting District Map

shall not be codified into the City Charter or Code. However, a copy of the Voting District Map shall remain on file with the City Clerk's office for public inspection and/or copying.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

**Section 7. Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to the City Charter.

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a special meeting assembled on the \_\_\_\_ day of \_\_\_\_\_, 2019.

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**CHARLES LACEY**  
**Mayor**

**ATTEST:**

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**ANDREA LORENZO-LUACES**  
**City Clerk**

**Approved as to legal form and sufficiency for  
the City of Winter Springs only**

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**Anthony A. Garganese, City Attorney**

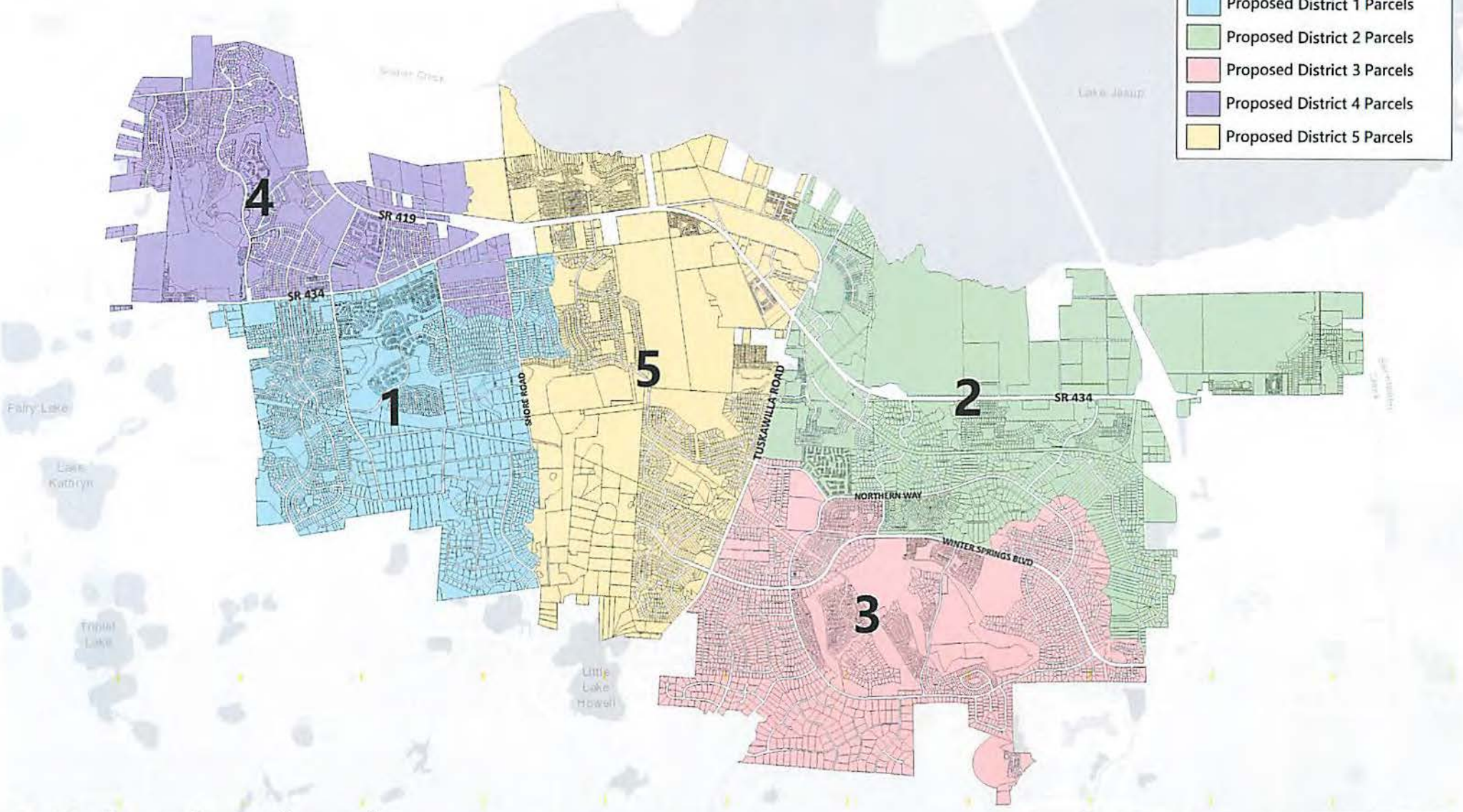
Legal Advertisements:  
First Reading:  
Second Reading:  
Effective Date:

EXHIBIT  
A  
Ordinance No 2019-10



**Proposed Voting Districts Map**  
City of Winter Springs, FL  
May 24, 2019

- Proposed District 1 Parcels
- Proposed District 2 Parcels
- Proposed District 3 Parcels
- Proposed District 4 Parcels
- Proposed District 5 Parcels



## RESOLUTION NUMBER 2019-01

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA PROVIDING FOR AN EFFECTIVE DATE FOR APPOINTMENTS TO THE 2019 WINTER SPRINGS DISTRICTING COMMISSION; PROVIDING A DUE DATE FOR A REPORT CONTAINING A RECOMMENDED PLAN FOR ADJUSTMENT OF COMMISSION DISTRICT BOUNDARIES; PROVIDING A DUE DATE FOR THE CITY COMMISSION TO ADOPT OR REJECT A REDISTRICTING ORDINANCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Winter Springs, Florida was established by the Florida Legislature in 1959 and operates pursuant to its City Charter; and

**WHEREAS**, the City Charter requires that, every three (3) years, the City Commission appoint seven (7) city electors to comprise the districting commission for adjustment of the commission district boundaries; and

**WHEREAS**, the City Charter requires that the districting commission prepare a report containing a recommended plan for adjustment of the commission district boundaries; and

**WHEREAS**, the City Charter requires that the City Commission adopt or reject a redistricting ordinance at least one-hundred-twenty (120) days prior to the next city election;

**WHEREAS**, the next City election will be November 3, 2020 and as such, the City Commission must adopt or reject a redistricting ordinance by July 6, 2020;

**WHEREAS**, the City Commission desires to provide an open, objective, and deliberative process that will afford the public ample opportunity to participate in the districting review process; and

**WHEREAS**, the City Commission finds that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs, Florida.

**NOW, THEREFORE, BE IT RESOLVED** that the City Commission of the City of Winter Springs, Florida as follows:

**SECTION I.** The following appointments have been made to the 2019 Districting Commission:

- 1) Seat One (Commissioner Jean Hovey): Ms. Mary Hoffman-Hughes
- 2) Seat Two (Deputy Mayor Kevin Cannon): Ms. Colleen Murphy

- 3) Seat Three (Commissioner Ted Johnson): Mr. Zoltan “Skip” Arok, Jr.
- 4) Seat Four (Commissioner TiAnna Hale): Mr. Robert Henderson
- 5) Seat Five (Commissioner Geoff Kendrick): *Ms. Joanne M. Krebs*
- 6) Mayoral Appointment (Mayor Charles Lacey): Mr. James Evans
- 7) Mayoral Appointment (Mayor Charles Lacey): Mr. Maurice Kaprow

**SECTION II.** All appointments to the 2019 Districting Commission shall take effect immediately upon the final passage and adoption of this Resolution by the City Commission. Vacancies on the 2019 Districting Commission occurring after the adoption of this Resolution shall be filled by appointment in accordance with the City Charter and without the necessity of modifying this Resolution.

**SECTION III.** The Districting Commission shall have until **May 28, 2019**, one-hundred-twenty (120) days from the effective date of this Resolution, to file with the City Manager a report containing a recommended plan for adjustment of the commission district boundaries. Pursuant to the City Charter, the City Commission shall have until **July 6, 2020**, which is one-hundred-twenty (120) days prior to the next city election, to adopt or reject a redistricting ordinance.

**SECTION IV.** The Districting Commission’s report shall be governed by the applicable provisions of the City Charter and other applicable law including, but not limited to, the provisions of the Voting Rights Act of 1965. In general and taking into account the current commission district boundaries, the City Charter requires that the commission district boundaries shall comply with the following specifications:

- (1) Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of streets insofar as practical or possible, or other boundaries available.
- (2) The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.
- (3) The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a commissioner.

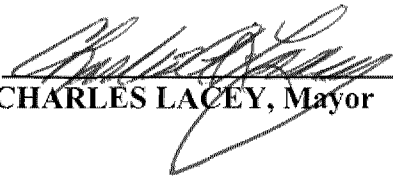
Additionally, to account for changes in population generated by new residential development since the previous 2016 Districting Commission recommendation approved by the City Commission pursuant to Ordinance No. 2016-02, on June 13, 2016, the technical assistance provided under Section V of this Resolution and the Districting Commission’s recommendation shall be guided not by the issuance of development permits, but rather by the actual number of certificates of occupancy granted by the City for new residential dwelling units not previously accounted when the City Commission approved Ordinance No. 2016-02 establishing the current commission district boundaries.

**SECTION V.** To the extent deemed reasonably necessary by the City Manager, the City Manager, City Clerk, and City Attorney, and their respective designees, shall provide technical assistance to the Districting Commission.

**SECTION VI.** This Resolution shall take effect immediately upon its final passage and adoption by the City Commission.

**ADOPTED** by the City Commission of the City of Winter Springs, Florida, in a Regular Meeting duly assembled on the 28<sup>th</sup> day of January, 2019.

In witness whereof, I have hereunto set my hand and caused this seal to be affixed.

  
\_\_\_\_\_  
**CHARLES LACEY, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**ANDREA LORENZO-LUACES, City Clerk**

**Approved as to legal form and sufficiency for  
the City of Winter Springs, Florida only:**

  
\_\_\_\_\_  
**ANTHONY A. GARGANESE, City Attorney**



CITY OF WINTER SPRINGS, FLORIDA  
MINUTES  
**DISTRICTING COMMISSION**  
REGULAR MEETING  
MAY 24, 2019

## **CALL TO ORDER**

The Regular Meeting of Friday, May 24, 2019 of the Districting Commission was called to Order at 5:00 p.m. by City Attorney Anthony A. Garganese in the Commission Chambers (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

City Attorney Anthony A. Garganese gave a brief introduction of what would be addressed during this meeting.

### **Roll Call:**

Mr. Zoltan "Skip" Arok, Jr., present  
Mr. James Evans, present  
Mr. Robert Henderson, present  
Ms. Mary Hoffman-Hughes, present  
Mr. Maurice Kaprow, present  
Ms. Joanne M. Krebs, present  
Mr. David Withee, present,  
City Attorney Anthony A. Garganese, present  
City Clerk Andrea Lorenzo-Luaces, present  
Assistant to the City Clerk Christian Gowan, present

## **REGULAR AGENDA – PART I**

### **500. Orientation For The 2019 Districting Commission Members**

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Attorney Garganese led the official Oath of Office that all Districting Commission Members took.

Next, Attorney Garganese noted that the City Clerk would provide the Oath of Office documents for everyone to sign.

### **501. Election For Chairperson Of The 2019 Districting Commission**

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Districting Commission Member Robert Henderson suggested for the Position of Chairperson, "I would Nominate Joanne Krebs."

No other Nominations were made.

Attorney Garganese then suggested a Motion be made for the Appointment of a Chairperson.

**“I SO MOVE.” MOTION BY DISTRICTING COMMISSION MEMBER KAPROW. SECONDED. DISCUSSION.**

**MOTION CARRIED UNANIMOUSLY.**

### **502. Election For Vice-Chairperson Of The 2019 Districting Commission**

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**FOR THE POSITION OF VICE-CHAIRPERSON, “I WOULD LIKE TO NOMINATE RABBI MAURICE KAPROW.”**

**THERE WERE NO FURTHER NOMINATIONS VOICED.**

**MOTION BY DISTRICTING COMMISSION MEMBER EVANS. SECONDED BY DISTRICTING COMMISSION MEMBER HENDERSON. DISCUSSION.**

**VOTE:**

**CHAIRPERSON KREBS: AYE**

**VICE-CHAIRPERSON KAPROW: AYE**

**DISTRICTING COMMISSION MEMBER AROK, JR.: AYE**

**DISTRICTING COMMISSION MEMBER HENDERSON: AYE**

**DISTRICTING COMMISSION MEMBER WITHEE: AYE**

**DISTRICTING COMMISSION MEMBER EVANS: AYE**

**DISTRICTING COMMISSION MEMBER HOFFMAN-HUGHES: AYE**

**MOTION CARRIED.**

### **AWARDS AND PRESENTATIONS**

**100. Not Used**

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### **INFORMATIONAL AGENDA**

**200. Not Used**

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❖❖ **AGENDA NOTE: THE REST OF THE AGENDA WAS DISCUSSED IN THE ORDER, AS DOCUMENTED.** ❖❖

## **CONSENT AGENDA**

**300. Not Used**

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## **PUBLIC HEARINGS AGENDA**

**400. Not Used**

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## **REGULAR AGENDA – PART II**

**500. Presenting The Districting Commission With A Recommendation For The 2019 City Commission District Boundaries, Reflecting the 2010 Census Population And Updated Development Data Since The 2010 Census Was Completed. The Districting Commission Must Forward A Recommendation To The City Manager For His Consideration By May 27, 2019.**

---

Attorney Garganese gave an overview and pointed out, "Pursuant to the City Charter, Section 4.02, the City Commission is required to Appoint every three (3) years a Districting Commission whose sole purpose - is to review the City Commission's Districts and to make a recommendation to the City Commission regarding whether or not the District boundaries have to be modified."

Continuing, Attorney Garganese explained that for Winter Springs, each of the five (5) Commissioners are required to reside in a specific District.

Further comments followed on the timeline and process related to this current Districting Commission, boundaries, the traditional guidelines that should be followed when carving out the various Districts, and the criteria related to balancing population numbers, especially the "VAP" (Voting Age Population).

Attorney Garganese pointed out that overall, this was a very "Statistically driven process." Remarks continued.

*Mr. PJ Smith, AICP, Senior GIS Analyst, Urban Designer, East Central Florida Regional Planning Council, 455 North Garland Avenue, Orlando, Florida:* addressed the Districting Commission Members.

❖❖ **AGENDA NOTE: THE REST OF THE AGENDA WAS DISCUSSED IN THE ORDER, AS DOCUMENTED.** ❖❖

## **PUBLIC INPUT**

*Chairperson Krebs opened "Public Input".*

No one addressed the Districting Commission at this time.

*Chairperson Krebs closed "Public Input".*

## **REGULAR AGENDA – PART II (CONTINUED)**

**500. Presenting The Districting Commission With A Recommendation For The 2019 City Commission District Boundaries, Reflecting the 2010 Census Population And Updated Development Data Since The 2010 Census Was Completed. The Districting Commission Must Forward A Recommendation To The City Manager For His Consideration By May 27, 2019.**

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A document entitled, "City Commission District Realignment May 2019" was provided to the Districting Commission Members to which Mr. Smith reviewed the different pages and various aspects, criteria, and data.

Continuing, Mr. Smith noted, "The Districts have two (2) primary criteria from a population and 'VAP' (Voting Age Population) perspective. The largest District can't be ten percent (10%) larger than the smallest District, in terms of population and 'VAP' (Voting Age Population), and then also for 'VAP' (Voting Age Population) and population, if you were to take the total population and divide it by five (5), that's really the optimal population for each District. No District can be greater or less than five percent (5%) greater than that value as well."

Additionally, Mr. Smith explained, "You'll see in the summary, disproportionate population growth on the eastern side of the City is really going to force those boundaries just a little bit to the west. From a pragmatic perspective, my goal and our goal when doing this analysis was to really simplify - to do as small a number of edits as possible, and to keep those edits contiguous with roadways or rivers, just primary linear aspects of your City and I think you'll see that we've done that; and even consolidated one of your Districts in particular, quite well – so that could actually be a District improvement."

Further comments.

On page 8, referring to the "Realignment Summary", it was noted that a reference was mislabeled. Attorney Garganese pointed out, "'3E' should be '3D'. Furthermore, Attorney Garganese suggested, "On the recommendation, we can clean that up. It's only on the map that it says '3E', you have '3D' everywhere else. The charts and the title is correct."

Referring to the different Districts, Mr. Smith explained, "One of the major reasons why we added the Town Center down to the south, into that District, I believe, District Five (5), is because this major roadway right here is a very nice boundary; that's a very good contiguous boundary and kind of similar to the District over to the west, there weren't the proper number of units in any of those developments to move them over without it looking a little bit awkward. So, that's why that Town Center piece went down to the south and southwest."

Vice-Chairperson Maurice Kaprow referred to the top of page 9 and said, "The wording reads, 'The following population counts, VAP counts and deviations resulted from the five alterations made to the voting district.' There were not five, there were only four." Mr. Smith agreed with this.

Discussion continued.

Regarding some property on the east side of Tuskawilla Road which was currently under development, Mr. Smith was asked if that had been included in this Districting Report or would it be for the next Districting Commission.

Mr. Smith explained he had a cut-off deadline and that particular development would be included next time, and added, "I can get you the date of that."

Comments continued that with the proposed modifications, the current Commissioners would still reside in their current Districts.

**"I WOULD MOVE THAT THIS COMMISSION RECOMMENDS TO THE CITY COMMISSION THE ADOPTION OF THIS PROPOSAL AS PRESENTED." MOTION BY VICE-CHAIRPERSON KAPROW. SECONDED BY DISTRICTING COMMISSION MEMBER HENDERSON. DISCUSSION.**

**VOTE:**

**DISTRICTING COMMISSION MEMBER WITHEE: AYE**

**VICE-CHAIRPERSON KAPROW: AYE**

**CHAIRPERSON KREBS: AYE**

**DISTRICTING COMMISSION MEMBER HOFFMAN-HUGHES: AYE**

**DISTRICTING COMMISSION MEMBER EVANS: AYE**

**DISTRICTING COMMISSION MEMBER HENDERSON: AYE**

**DISTRICTING COMMISSION MEMBER AROK, JR.: AYE**

**MOTION CARRIED.**

Mr. Smith was complimented for the work he did.

Attorney Garganese said to Chairperson Krebs, "Since the board has made its recommendation, I would ask that this Commission - authorize you to execute the Minutes of this meeting, because there will no longer be a reason for the Commission to meet; and it will have done its' job and be dissolved as of this evening. So, I would ask that the Members authorize you to Approve and sign the Minutes."

**"I WOULD MOVE TO SO AUTHORIZE THAT THE CHAIRPERSON JOANNE KREBS, BE AUTHORIZED TO GO AHEAD AND SIGN THE MINUTES." MOTION BY DISTRICTING COMMISSION MEMBER HENDERSON. SECONDED. DISCUSSION.**

**MOTION CARRIED UNANIMOUSLY.**

Chairperson Krebs then asked Attorney Garganese if he would be changing the couple of scrivener's errors before the Report goes to the City Commission.

Attorney Garganese responded, "We'll go ahead and correct those scrivener's errors in the Report. In addition, we will take our standard Ordinance that we have used to adopt the map, because the map has to be adopted by Ordinance; so, we'll take the final map, we'll attach it to the Ordinance and then the Ordinance will be presented to the City Commission for consideration."

## **600. REPORTS**

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No Reports were given.

## **PUBLIC INPUT**

*Chairperson Krebs opened "Public Input".*

No one spoke.

*Chairperson Krebs closed "Public Input".*

## **ADJOURNMENT**

Chairperson Krebs adjourned the Regular Meeting at approximately 5:38 p.m.

*RESPECTFULLY SUBMITTED:*



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ANDREA LORENZO-LUACES  
CITY CLERK

APPROVED:



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JOANNE M. KREBS, CHAIRPERSON  
DISTRICTING COMMISSION

NOTE: These Minutes were approved on July 9, 2019 by Chairperson Joanne M. Krebs as delegated by the Districting Commission.



# City of Winter Springs

## City Commission District Realignment

### May 2019



Report compiled by the East Central Florida Regional Planning Council with technical and historical guidance from staff at the City of Winter Springs

## I. Introduction & Report Summary

Per Section 2.04 of the City of Winter Springs Charter, the City is required to analyze its Commission Districts every three years to account for changes in population and voting age population (VAP) within each district.

Pursuant to federal law (see *White v. Register*, 412 U.S. 755, 764 [1973], and *Brown v. Thomas*, 462 U.S. 835, 842 [1983]), voting districts must be nearly equivalent in population, with a deviation of no more than 10% in population (and voting age population) between the largest and smallest districts within a jurisdiction. Moreover, districts cannot be 5% larger or smaller than the “optimal” district population, as described later in this report. An overall range of less than 10% is considered an acceptable “minor deviation”.

As discussed later in this report, disproportionate population growth on the eastern side of the City has greatly increased the population of District 2 relative to the other four voting districts. This disproportionate population growth has caused the current (2019) populations of the five voting districts to exceed the acceptable “minor deviation” of 10%. This requires the City to redraw its district boundaries.

## II. Baseline Population Data

On May 9, 2016, a report from the City’s Community Development Department (see appendix 1) tabulated the population of each voting district using the 2010 U.S. Census as a baseline. The report recommended that the City make one adjustment to the districts, referenced in the report as “Trotwood to Tuscora”. The new 2016 population and VAP totals for the districts following this adjustment were as follows.

District	Baseline 2016 Population	Baseline 2016 VAP
1	6,911	5,438
2	7,369	5,784
3	7,407	5,893
4	7,193	5,358
5	6,987	5,307

Source: 2016 Community Development Department Report, 5/9/2016

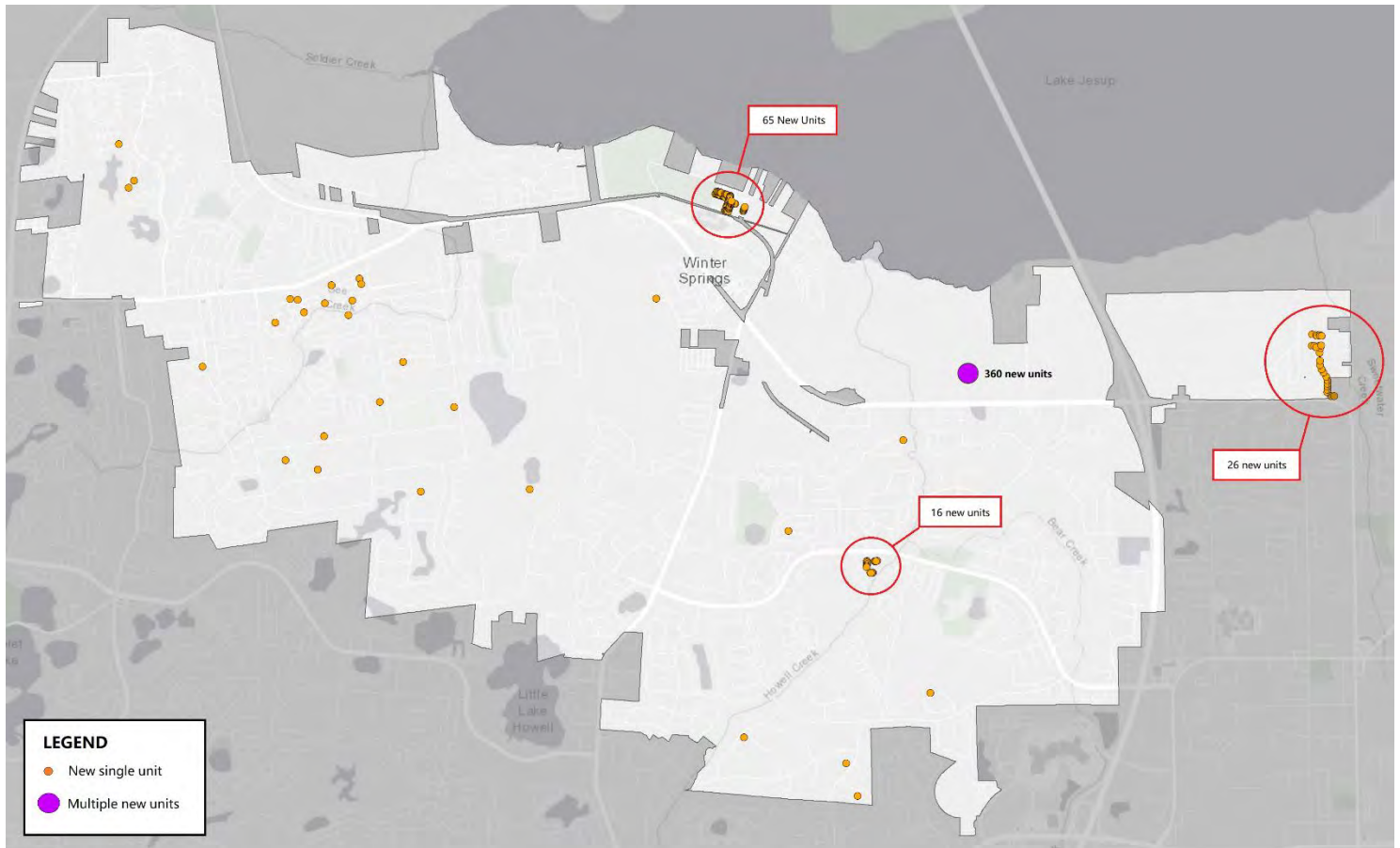
The 2019 project team used these district population counts as a baseline in this report.



### III. Current Population Analysis (2016 – 2019 Growth)

The project team began its 2019 population analysis utilizing the 2016 district population and VAP counts determined by the Community Planning Department as a baseline. The project team then adopted the methodology used in 2016, determining new population counts utilizing data on the number of new residential units built in each district.

The City of Winter Springs provided the ECFRPC project team with Certificate of Occupancy data from May 2016 to May 2019 to determine the new population counts for each voting district. Utilizing this data, the following map (and associated data tables) were developed. GIS data is available upon request.



To ensure the accuracy of the data, the project team reviewed the 2016 population report to determine if any residential units were being double-counted as part of the 2019 analysis. The Certificate of Occupancy data included units from Tuscany Place, RiZe, Seven Oaks, and the Orange Avenue annex that were included in the 2016 analysis. These units were not included in the 2019 population count.

No other special circumstances were encountered and all tabular excel data can be requested from staff.

### Current Population Extrapolation

To determine the 2019 district populations, the project team utilized the same methodology adopted in 2016. This involved multiplying the number of new units in each district by the U.S. Census’ most current Seminole County figure for persons per household (2.76), as well as the voting age population (VAP) percentage present within the Census Block Group of each new residential unit.

The voting age population (VAP) within each Census Block Group within the City is shown below. The figure utilized from this table was the voting age population percentage, labeled VAP %.

Block Group	Over 18	Under 18	VAP%	Total Pop.	VAP
Block Group 121170213071	1330	164	0.890	1494	1330
Block Group 121170213131	2727	618	0.815	3345	2727
Block Group 121170213132	1157	562	0.673	1719	1157
Block Group 121170213064	1644	248	0.869	1892	1644
Block Group 121170214031	611	173	0.779	784	611
Block Group 121170213133	1283	590	0.685	1873	1283
Block Group 121170214042	1053	135	0.886	1188	1053
Block Group 121170214033	1802	495	0.785	2297	1802
Block Group 121170214011	642	146	0.815	788	642
Block Group 121170214014	2176	514	0.809	2690	2176
Block Group 121170214044	682	479	0.587	1161	682
Block Group 121170214041	2390	489	0.830	2879	2390
Block Group 121170214034	875	161	0.845	1036	875
Block Group 121170213062	2386	704	0.772	3090	2386
Block Group 121170221012	2392	575	0.806	2967	2392
Block Group 121170214013	1338	314	0.810	1652	1338
Block Group 121170214012	1560	192	0.890	1752	1560
Block Group 121170214043	1710	440	0.795	2150	1710
Block Group 121170221011	491	160	0.754	651	491
Block Group 121170213073	2734	854	0.762	3588	2734
Block Group 121170213063	842	194	0.813	1036	842
Block Group 121170213061	2181	548	0.799	2729	2181
Block Group 121170214032	3696	1079	0.774	4775	3696

Source: 2013-17 ACS, U.S. Census

The project team next took the new unit data (created in GIS format) and added a new data column for “Census Block Group” to determine how many new units were in each of the Census Block Groups present in the City.

The table on the following page includes, by district, the number of new units added per Census Block Group and the total voting age population added.

District	Census Block Group	Block VAP%	New Units	VAP Added
1	121170214041	0.83	2	4.5816
1	121170214042	0.886	10	24.4536
1	121170214044	0.587	4	6.48048
1	121170221011	0.754	1	2.08104
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>17</b>	<b>38</b>

**Summary**

38 voting age residents added to District 1

District	Census Block Group	Block VAP%	New Units	VAP Added
2	121170214032	0.774	65	138.8556
2	121170213132	0.673	26	48.29448
2	121170213131	0.815	360	809.784
2	121170213061	0.799	1	2.20524
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>452</b>	<b>999</b>

**Summary**

999 voting age residents added to District 2

District	Census Block Group	Block VAP%	New Units	VAP Added
3	121170213073	0.762	1	2.10312
3	121170213071	0.89	2	4.9128
3	121170213064	0.869	16	38.37504
3	121170213063	0.813	1	2.24388
3	121170213061	0.799	1	2.20524
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>21</b>	<b>50</b>

**Summary**

50 voting age residents added to District 3

District	Census Block Group	Block VAP%	New Units	VAP Added
4	121170214014	0.809	3	6.69852
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>3</b>	<b>7</b>

**Summary**

7 voting age residents added to District 4

District	Census Block Group	Block VAP%	New Units	VAP Added
5	121170214041	0.83	1	2.2908
5	121170214034	0.845	1	2.3322
5	121170214032	0.774	1	2.13624
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>3</b>	<b>7</b>

**Summary**

7 voting age residents added to District 5

## IV. New Population Totals (2019)

The table below shows the new population totals and the deviation from the optimal counts. Optimal counts are equal to the population divided by the number of districts (5).

District	Baseline 2016 Population	New Units 2016-19	2019 Population	Deviation from Optimal
1	6,911	17	6958	-6.6%
2	7,369	452	8617	15.7%
3	7,407	21	7465	0.2%
4	7,193	3	7201	-3.3%
5	6,987	3	6995	-6.1%

7447

District	Baseline 2016 VAP	New Units 2016-19	2019 VAP*	Deviation from Optimal
1	5,438	17	5476	-5.2%
2	5,784	452	6783	17.4%
3	5,893	21	5943	2.9%
4	5,358	3	5365	-7.1%
5	5,307	3	5314	-8.0%

5776

- \*VAP's taken from the specific Census Block Group of each new unit.
- \*VAP's utilize Census Block Group data from the 2013-2017 ACS update
- \*Persons per household of 2.76 utilized (2013-17 ACS, Seminole County FL)

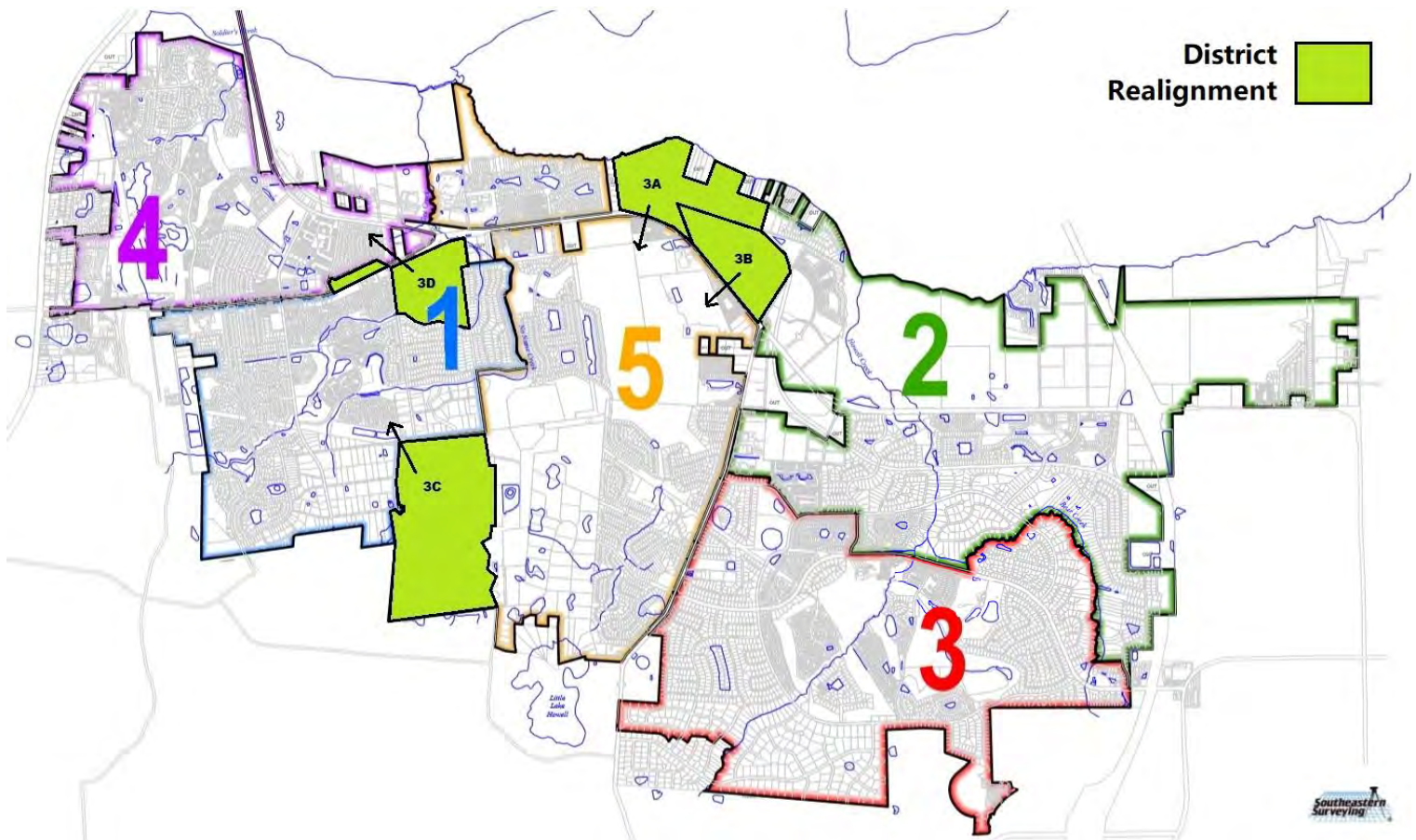
## V. Federal District Requirements

As stated in the introduction, voting districts cannot be 5% larger or 5% smaller than the “optimal” district population, and the range between the largest district and the smallest district cannot exceed 10%. Both of these criteria are violated per the new population totals.

In short, population growth has disproportionately occurred in the eastern side of the City, so the districts must make a westerly shift.

## VI. Proposed Districts

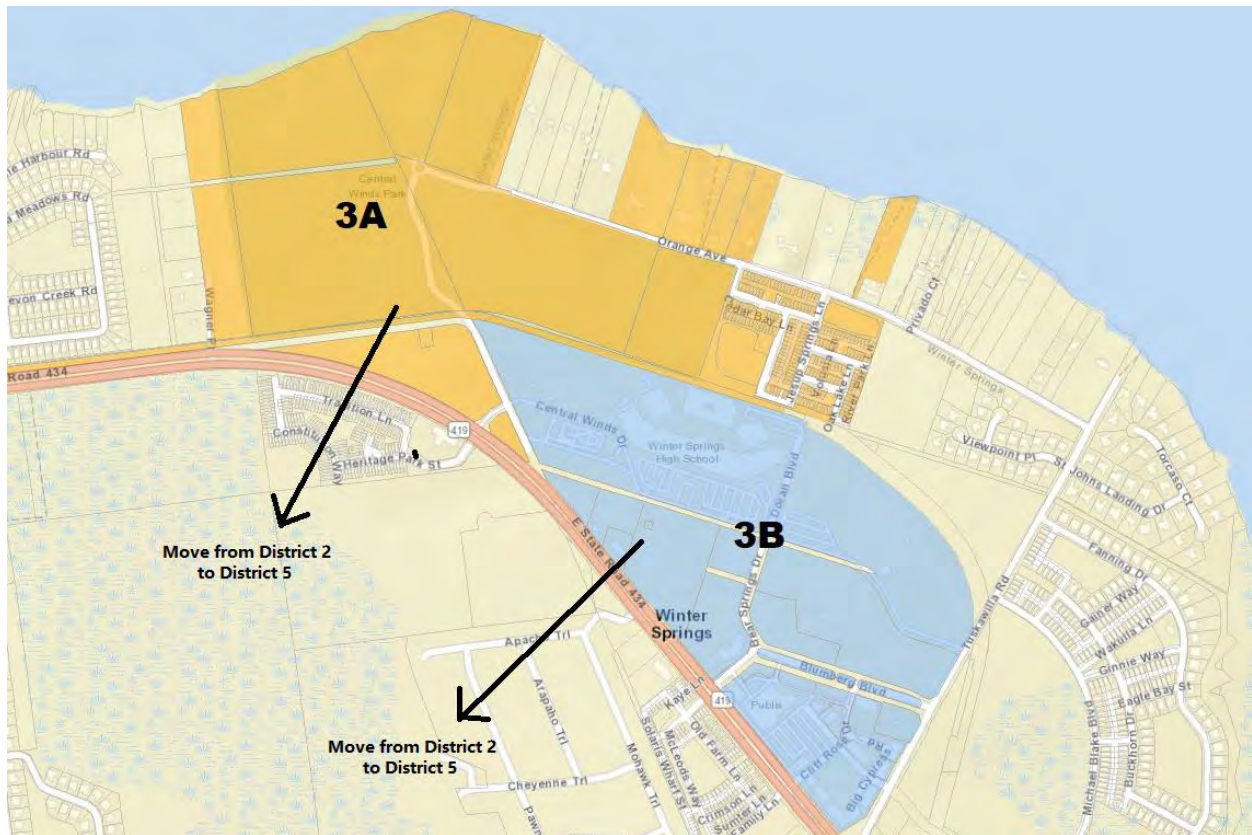
This section of the report includes a step-by-step analysis of the proposed changes to the district boundaries. Four changes are proposed in total and are shown on the map below.



The four alterations in the map depicted above are identified as 3A, 3B, 3C and 3D. The following four pages of this report detail the parcels involved in these realignments, the total population, the voting age population, and updated population counts.

## Realignment Summary – 3A and 3B

The parcels on the map below are included in the 3A and 3B district realignments. The table below depicts the number of units, population, and voting age population added and removed from each district.



### 3A Population and VAP Realignment

District	2019 Population	3A - Jesup's Landing Alteration			
		New Units	Pop. Change	New Pop.	Deviation
1	6958			6958	-6.6%
2	8617	-173	-477	8140	9.3%
3	7465			7465	0.2%
4	7201			7201	-3.3%
5	6995	173	477	7472	0.3%
				<b>7447</b>	

District	2019 VAP*	3A - Jesup's Landing Alteration			
		New Units	VAP Change	New VAP	Deviation
1	5476			5476	-5.2%
2	6783	-173	-370	6413	11.0%
3	5943			5943	2.9%
4	5365			5365	-7.1%
5	5314	173	370	5684	-1.6%
				<b>5776</b>	

### 3B Population and VAP Realignment

District	Post-3A Pop.	3B - RiZe & Town Center Alteration			
		New Units	Pop. Change	New Pop.	Deviation
1	6958			6958	-6.6%
2	8140	-244	-674	7466	0.3%
3	7465			7465	0.2%
4	7201			7201	-3.3%
5	7472	244	674	8146	9.4%
				<b>7447</b>	

District	Post-3A VAP	3B - RiZe & Town Center Alteration			
		New Units	VAP Change	New VAP	Deviation
1	5476			5476	-5.2%
2	6413	-244	-521	5892	2.0%
3	5943			5943	2.9%
4	5365			5365	-7.1%
5	5684	244	521	6205	7.4%
				<b>5776</b>	

## Realignment Summary – 3C

The parcels on the map below are included in the 3C district realignment. The table below depicts the number of units, population, and voting age population added and removed from each district.



### 3C Population and VAP Realignment

District	Post-3B Pop.	3C - Fisher Road Area Alteration			
		New Units	Pop. Change	New Pop.	Deviation
1	6958	267	737	7695	3.3%
2	7466			7466	0.3%
3	7465			7465	0.2%
4	7201			7201	-3.3%
5	8146	-267	-737	7409	-0.5%
		<b>7447</b>			

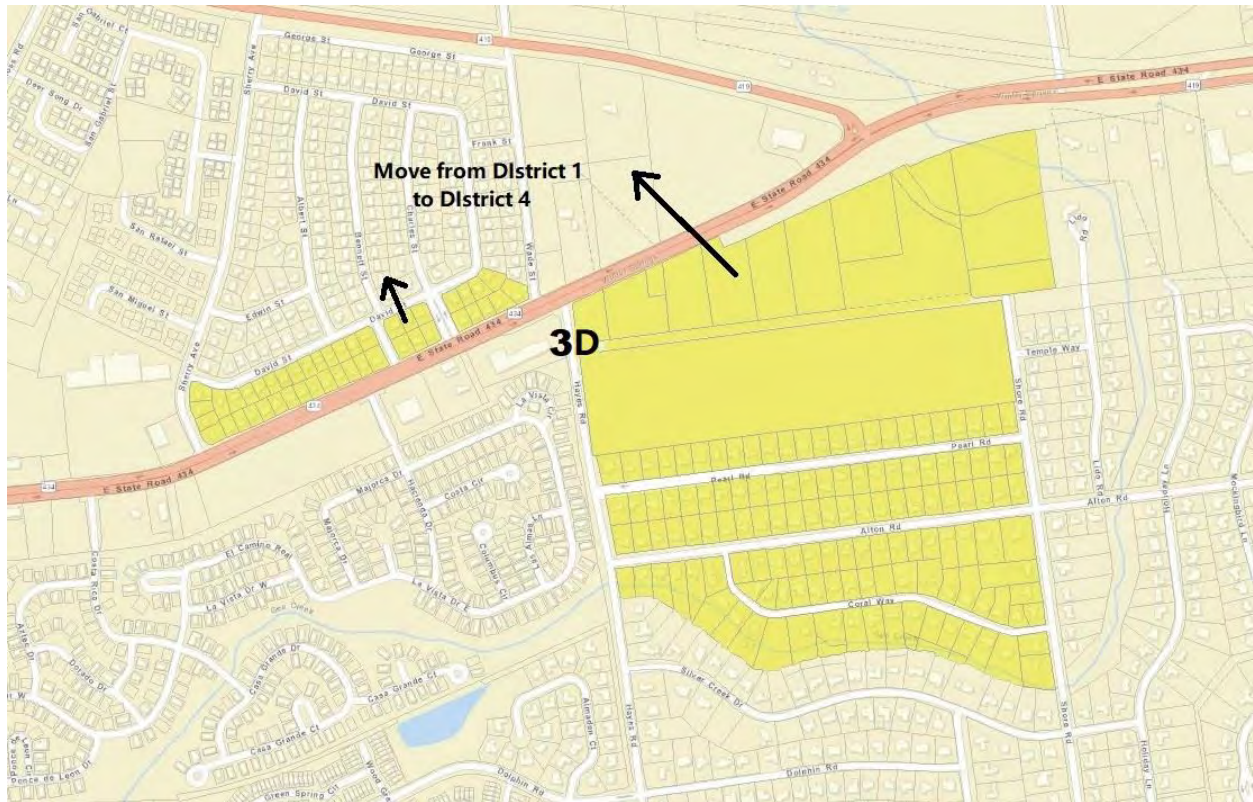
District	Post-3B VAP	3C - Fisher Road Area Alteration			
		New Units	VAP Change	New VAP	Deviation
1	5476	267	612	6088	5.4%
2	5892			5892	2.0%
3	5943			5943	2.9%
4	5365			5365	-7.1%
5	6205	-267	-612	5593	-3.2%
		<b>5776</b>			

Following this alteration, all of the districts had population counts within the 5% range from the optimal district population of 7,447. Additionally, the largest district had a deviation of just 6.6% relative to the smallest district.

However, District 4 had a VAP that was 7.1% below the optimal VAP of 5,776 and District 1 had a VAP that was 5.4% above the optimal VAP, so one additional change was needed in order to fulfill the federal requirements. This involves a move of residences from District 1 to District 4.

## Realignment Summary – 3D

The parcels on the map below are included in the 3D district realignment. The table below depicts the number of units, population, and voting age population added and removed from each district.



### 3D Population Realignment and Deviation

3D - State Road 434 Alteration					
District	Post-3C Pop.	New Units	Pop. Change	New Pop.	Deviation
1	7695	-174	-480	7215	-3.1%
2	7466			7466	0.3%
3	7465			7465	0.2%
4	7201	174	480	7681	3.1%
5	7409			7409	-0.5%

7447

### 3D VAP Realignment and Deviation

3D - State Road 434 Alteration					
District	Post-3C VAP	New Units	VAP Change	New VAP	Deviation
1	6088	-174	-397	5691	-1.5%
2	5892			5892	2.0%
3	5943			5943	2.9%
4	5365	174	397	5762	-0.2%
5	5593			5593	-3.2%

5776

The following population counts, VAP counts and deviations resulted from the four alterations made to the voting districts.

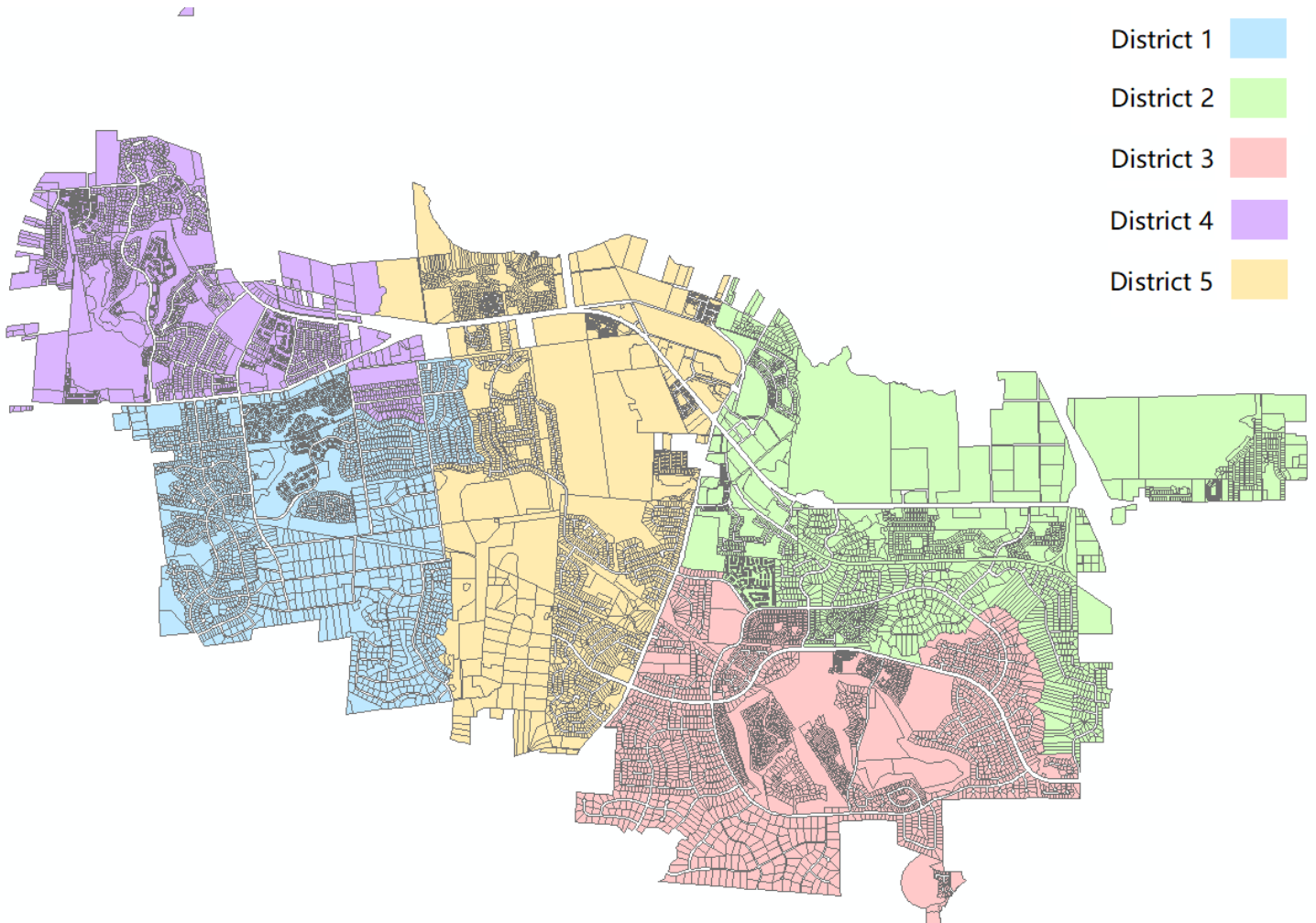
**New Population by District**

District	Original 2019 Pop.	Units Added/Removed	New Population	Deviation
1	6958	93	7215	-3.1%
2	9006	-417	7466	0.3%
3	7465	0	7465	0.2%
4	7201	174	7681	3.1%
5	6995	150	7409	0.5%

**New VAP by District**

District	Original 2019 VAP	Units Added/Removed	New VAP	Deviation
1	5476	93	5691	-1.5%
2	7084	-417	5892	2.0%
3	5943	0	5943	2.9%
4	5365	174	5762	-0.2%
5	5314	150	5593	-3.2%

The following map shows the parcels within each new proposed voting district. This includes annexed parcels (with no current population) that have been added to District 2 and District 4.





## Appendix 1: 2016 Population Report

The 2016 population report can be requested from City staff. Please use the contact information in Appendix 2 to collect this information.

## Appendix 2: Planning Team Contact

### **City of Winter Springs**

Casey Howard – City Staff – [choward@winterspringsfl.org](mailto:choward@winterspringsfl.org)

Lorna Bradley – City Staff – [lbradley@winterspringsfl.org](mailto:lbradley@winterspringsfl.org)

### **East Central Florida Regional Planning Council**

Tara McCue, AICP – Planning Director – [tara@ecfrpc.org](mailto:tara@ecfrpc.org)

PJ Smith, AICP – Project Manager – [pjsmith@ecfrpc.org](mailto:pjsmith@ecfrpc.org)



# PUBLIC HEARINGS AGENDA ITEM 401

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

FY 2019-2020 Tentative Millage Rate

## SUMMARY

The City Manager is requesting that the City Commission hold a Public Hearing relative to the approval of Resolution 2019-14, which establishes the Tentative Operating Millage Rate for Fiscal Year 2019-2020 for the City of Winter Springs at 2.4300 mills which is 6.72% more than the rolled-back rate of 2.2770 mills and discontinues the Tentative Voted Debt Service Millage Rate for Fiscal Year 2019-2020 for the City of Winter Springs.

- The operating millage for the current fiscal year 2018-2019 is 2.4300 mills. The voted debt service millage for the current fiscal year 2018-2019 is 0.0500 mills.
- The fiscal year 2019-2020 Proposed Budget incorporated an operating millage rate of 2.4300 mills and eliminated the voted debt service rate in its entirety.

On July 8, 2019, the Commission established the 2019-2020 proposed operating millage rate (millage cap) at 2.4300 mills.

- The proposed operating millage rate of 2.4300 mills as submitted on the DR-420 is 6.72% more than the rolled-back rate of 2.2770 mills. Resolution 2019-14 will establish the 2019-2020 tentative millage rate. It is recommended that the tentative operating millage rate not vary from the proposed operating millage rate of 2.4300 mills and that the voted debt millage rate be discontinued in its entirety.
- Any subsequent revisions by the City Commission to the tentative millage rates and/or the tentative budget will be reflected in the Final Millage and Final Budget Hearings scheduled for September 23, 2019 at 6:30 p.m. However, the tentative operating millage rate that is established tonight cannot be exceeded at the final hearing. As such, it is recommended that the Commission set the tentative operating millage rate equivalent to the proposed operating millage cap of 2.4300 mills. The Commission may reduce the operating millage rate at the final hearing.

The decision to levy an operating millage rate of 2.4300 mills as opposed to the rolled-back rate of 2.2770 mills will result in additional ad valorem General Fund revenue of \$369,795 (net of statutory discount).

In August, each property owner was notified of this public hearing via the TRIM (Truth in Millage) notice as distributed by the Seminole County Property Appraiser. Upon approval and adoption of Resolution 2019-14, the appropriate advertising will run in the Orlando Sentinel on September 19, 2019 which will reflect the tentative millage rate for Fiscal Year 2019-2020 and announce the final Public Hearing for September 23, 2019 at 6:30 p.m.

## **RECOMMENDATION**

Staff recommends that the Commission adopt Resolution 2019-14 establishing the tentative operating millage rate at 2.4300 mills and discontinuing the voted debt service millage rate in its entirety for fiscal year 2019-2020 and authorizing the City to advertise in a newspaper of general circulation the City's intent to hold public hearings to adopt final millage rates and final budget in compliance with Florida Statute 200.065.

### Sample Motion:

I move to approve Resolution 2019-14 establishing the tentative fiscal year 2019-2020 operating millage rate for the City of Winter Springs at 2.4300 mills and to discontinue the voted debt service millage rate in its entirety; announcing that the operating millage rate of 2.4300 mills is 6.72% greater than the rolled-back rate of 2.2770 mills and authorizing advertisement of the City's intent to hold public hearings to adopt the final millage rates and budget.

**RESOLUTION 2019-14**

**A RESOLUTION OF THE CITY COMMISSION OF WINTER SPRINGS, FLORIDA, ADOPTING THE TENTATIVE OPERATING MILLAGE RATE FOR THE CITY OF WINTER SPRINGS FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; ANNOUNCING THE PERCENTAGE BY WHICH THE TENTATIVE OPERATING MILLAGE RATE IS MORE THAN THE ROLLED-BACK RATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Winter Springs has held a public hearing on the tentative millage rates pursuant to Florida Statute 200.065, Subparagraph (c);

**WHEREAS**, the City Commission of Winter Springs desires to adopt the tentative operating millage rate and publicly announce the percentage change by which the tentative proposed operating millage rate is more than the rolled-back rate;

**WHEREAS**, the City Commission of the City of Winter Springs deems that this Resolution is in the best interest of the public health, safety, and welfare of the citizens of Winter Springs; and

**WHEREAS**, the gross taxable value for operating purposes not exempt from taxation within Winter Springs has been certified by the Seminole County Property Appraiser to the City of Winter Springs as \$2,517,669,920.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

**Section 2.**     The City Commission adopts its tentative operating millage rate of 2.4300 for the fiscal year commencing October 1, 2019 and ending September 30, 2020. The voted debt millage rate has been discontinued.

**Section 3.**     The tentative operating millage rate of 2.4300 mills is more than the computed rolled-back rate of 2.2770 by 6.72%.

**Section 4.**     Within fifteen (15) days of the date of this Resolution, the Finance Department shall advertise in a newspaper of general circulation its intent to finally adopt the millage rates and

budget and shall hold a public hearing to adopt the millage rates and finalize the budget not less than two (2) days or more than five (5) days after the date the advertisement is first published.

**Section 5.**     **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 6.**     **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**Section 7.**     **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida.

**RESOLVED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on this 9<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
**Charles Lacey, Mayor**

ATTEST:

\_\_\_\_\_  
**Andrea Lorenzo-Luaces, City Clerk**

**Approved as to legal form and sufficiency for  
The City of Winter Springs only:**

\_\_\_\_\_  
**Anthony A. Garganese, City Attorney**



# PUBLIC HEARINGS AGENDA ITEM 402

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

FY 2019-2020 Tentative Budget

## SUMMARY

The City Manager is requesting that the City Commission hold a Public Hearing relative to the approval of Resolution 2019-15, establishing the Tentative Budget for fiscal year 2019-2020.

- The operating millage rate for the current fiscal year 2018-2019 is 2.4300 mills. The voted debt service millage for the current fiscal year 2018-2019 is 0.0500 mills.
- The fiscal year 2019-2020 Proposed Budget reflected an operating millage rate of 2.4300 mills and eliminated the debt service millage rate in its entirety.
- On July 8, 2019, the Commission established the 2019-2020 proposed operating millage rate (millage cap) at 2.4300 mills and discontinued the voted debt service millage rate of 0.0500 mills.
- The proposed operating millage rate of 2.4300 as submitted on the DR-420 is 6.72% more than the rolled-back rate of 2.2770 mills. Resolution 2019-14 establishes the 2019-2020 tentative millage rate.
- The Proposed and Tentative Budgets are on the City's website at the following URL address: <https://www.winterspringsfl.org/finance/page/2020-annual-budget-reports>
- Any subsequent revisions by the City Commission to the tentative budget and/or the tentative millage rate will be reflected in the Final Millage and Final Budget Hearings scheduled for September 23, 2019 at 6:30 p.m.

The tentative city-wide budgets by fund type currently reflect the following appropriations to (from) fund balance and the changes from the Proposed Budget (July 1st transmission) are summarized in Attachment B:

General Fund - \$137,115

Governmental Funds (exclusive of General Fund) - (\$5,551,568)

Enterprise Funds - (\$2,761,032)

In August, each property owner was notified of this public hearing via the TRIM (Truth in Millage) notice as distributed by the Seminole County Property Appraiser. Additionally, the Tentative Budget has been published on the City's website and

notice of this public hearing was advertised on the electronic sign. Upon approval and adoption of Resolution 2019-15, a budget summary advertisement will be placed in the Orlando Sentinel on September 19, 2019 reflecting the Tentative Budget for fiscal year 2019-2020 and announce the final Public Hearing for September 23, 2019 at 6:30 p.m.

## **RECOMMENDATION**

Staff recommends that the Commission approve the tentative budget for fiscal year 2019-2020 or amend it as it deems necessary. It is recommended that the Commission adopt Resolution 2019-15 establishing the tentative budget for fiscal year 2019-2020 as approved by the Commission; and authorize the City to advertise its intent to hold public hearings to adopt the final millage rate and final budget and to include a budget summary in a newspaper of general circulation in compliance with Florida Statute.

### Sample Motion:

I move to approve Resolution 2019-15 establishing the Tentative Budget for the City of Winter Springs for fiscal year 2019-2020 and authorizing advertisement of the City's intent to hold public hearings to adopt the final millage rate and budget.



## RESOLUTION 2019-15

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF WINTER SPRINGS FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Winter Springs has adopted a tentative operating millage rate at a public hearing pursuant to Florida Statute 200.065, Subparagraph (c);

**WHEREAS**, the City Commission desires to adopt the tentative budget; and

**WHEREAS**, the City Commission of the City of Winter Springs deems that this Resolution is in the best interest of the public health, safety, and welfare of the citizens of Winter Springs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** **Incorporation of Recitals.** The foregoing recitals are deemed true and correct and are hereby fully incorporated by this reference.

**Section 2.** Having previously adopted a tentative millage rate for the City of Winter Springs for fiscal year 2019-2020, the City Commission adopts its tentative budget as may be amended for the fiscal year commencing October 1, 2019 and ending September 30, 2020 as presented at its regularly-scheduled Public Hearing assembled on the date of this Resolution, with all amendments, if any, adopted at that meeting.

**Section 3.** The proposed expenditures in the tentative budget including inter-fund transfers are as follows: General Fund - \$19,101,792; Other Governmental Funds - \$16,706,027; Enterprise Funds - \$15,662,247. The budget is based upon gross taxable value as reported by the Seminole County Property Appraiser on line 4 of the DR420 of \$2,517,669,920.

**Section 4.** Within fifteen (15) days of the date of this Resolution, the Finance Department shall advertise in a newspaper of general circulation its intent to finally adopt the millage rates and budget and shall hold a public hearing to adopt the millage rates and finalize the budget not less than two (2) days or more than five (5) days after the date the advertisement is published.

**Section 5.**     **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 6.**     **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

**Section 7.**     **Effective Date.** This Resolution shall become effective immediately upon its adoption by the City Commission of the City of Winter Springs, Florida.

**RESOLVED** by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on this 9<sup>th</sup> day of September, 2019.

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**Charles Lacey, Mayor**

ATTEST:

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**Andrea Lorenzo-Luaces, City Clerk**

**Approved as to legal form and sufficiency for  
The City of Winter Springs only:**

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**Anthony A. Garganese, City Attorney**

**Revisions subsequent to the 2019-2020 Proposed Budget**  
Expenditures/Transfers per Resolution 2019-15

	General Fund	Other Governmental Funds	Enterprise Funds	Total
<b>Expenditures/Transfers - Proposed</b>	<b>\$18,806,036</b>	<b>\$16,668,752</b>	<b>\$15,002,917</b>	<b>\$50,477,705</b>
<b>Revisions since Proposed:</b>				
Assessment district - adjust R&M grounds		(\$2,000)		(\$2,000)
TLBD capital expenditure budget (pond, lightning protection)		\$40,000		\$40,000
Urban Beautification - City-wide enhancements/renovations	\$225,000			\$225,000
Vehicle - Urban Beautification, Development Services	\$50,000		\$26,000	\$76,000
Fire alarm Infrastructure - Police headquarters	\$25,000			\$25,000
Payroll allocation revisions; 2 part-time positions in Dev Svcs	\$17,756		\$32,848	\$50,604
Dev Svcs - process consulting, Laserfiche project, Project Dox			\$140,000	\$140,000
Reduce Inter-fund transfer from W&S related to payroll allocations			(\$39,918)	(\$39,918)
Reduce transfer from Arbor - payroll allocation refinement		(\$725)		(\$725)
Temporary O&M - W&S			\$42,400	\$42,400
Web Text Notifications (Dev Svcs)	(\$25,000)		\$26,000	\$1,000
Lobby kiosk and counter enhancements (Dev Svcs)			\$45,000	\$45,000
DocuSign and GIS - Intangibles (Dev Svcs)			\$40,000	\$40,000
DocuSign and GIS - Licensing (Dev Svcs)			\$27,000	\$27,000
W&S - bypass pumps (4)- \$80K/each			\$320,000	\$320,000
Utilities increase (Public Works)	\$3,000			\$3,000
<b>Expenditures/Transfers - Tentative</b>	<b>\$19,101,792</b>	<b>\$16,706,027</b>	<b>\$15,662,247</b>	<b>\$51,470,066</b>
<b>Revenues/Transfers - Proposed</b>				
<b>Revenues/Transfers - Proposed</b>	<b>\$19,184,965</b>	<b>\$11,056,959</b>	<b>\$13,608,800</b>	<b>\$43,850,724</b>
<b>Revisions since Proposed:</b>				
Reduce Inter-fund transfer from W&S related to payroll allocations	(\$39,918)			(\$39,918)
Adjust Infrastructure Surtax revenues per State estimates		\$97,500		\$97,500
Reduce Inter-fund transfer from Arbor (s/b 420)	(\$18,140)		\$17,415	(\$725)
Adjust Municipal Revenue Sharing revenues per State estimates	\$37,000			\$37,000
Adjust Half-Cent revenue projections per State estimates	\$75,000			\$75,000
Refine Dev Service revenues - for timing, updated information			(\$725,000)	(\$725,000)
<b>Revenues/Transfers - Tentative</b>	<b>\$19,238,907</b>	<b>\$11,154,459</b>	<b>\$12,901,215</b>	<b>\$43,294,581</b>
Appropriation to (from) Fund Balance	\$137,115	(\$5,551,568)	(\$2,761,032)	(\$8,175,485)



# REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

Advisory Selection Committee Ranking for RFQ 05-19 LR "Professional Services for Utilities Operations, Maintenance, and Management Services"

## SUMMARY

The City sought submittal of qualifications for Utilities Operations, Maintenance, and Management Services for the City's water, wastewater, reclaimed water, and stormwater utilities. Responses to Request for Qualifications (RFQ) 05-19 LR "Professional Services for Utilities Operations, Maintenance, and Management Services" were reviewed and evaluated by an Advisory Selection Committee comprised of City staff. The total scoring for each of the two Respondents was announced at the Advisory Selection Committee Meeting on August 20, 2019. The scoring totals (out of a maximum 300 points) and rankings are as follows:

- 1 - Veolia Water North America - South, LLC (Total = 278 points)
- 2 - US Water Services Corporation (Total = 229 points)

The City's Advisory Selection Committee has selected Veolia Water North America - South, LLC as the top-ranked firm. This Respondent was the most qualified firm, demonstrating experience and financial capability to effectively and efficiently assume responsibility for managing the City's two wastewater plants, three water plants, reuse augmentation plant, reclaimed water storage and pumping system, 50 lift stations, and stormwater infrastructure.

## RECOMMENDATION

The City's Advisory Selection Committee for RFQ 05-19 LR "Professional Services for Utilities Operations, Maintenance, and Management Services" recommends the City Commission approve Veolia Water North America - South, LLC as the top-ranked firm and authorize the City Manager and City Attorney to enter into contractual negotiations with this Respondent.



City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**

**RFQ #05-19 LR**

for

**Professional Services for  
Utilities Operations, Maintenance, and  
Management Services**

City of Winter Springs, Florida  
1126 East SR 434  
Winter Springs, FL 32708  
407-327-1800

City of Winter Springs, FL  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**

**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**I. INTRODUCTION**

The City of Winter Springs, Florida (City) invites the submittal of qualifications for Utilities Operations, Maintenance, and Management Services for the City's water, wastewater, reclaimed water, and stormwater utilities. The City intends to select one firm having the demonstrated experience and financial capability to effectively and efficiently assume responsibility for managing the City's two wastewater plants, three water plants, reuse augmentation plant, reclaimed water storage and pumping system, 50 lift stations, and stormwater infrastructure. The City intends to enter into a five-year agreement (with an optional extension of two more years) for the operations, maintenance, and management of the referenced facilities with the most qualified firm. Because the anticipated services agreement will cover different facets of the City's overall utility system, the service agreement may reflect a phased approach where the selected Respondent will perform the services associated with the water, wastewater, reclaimed water, and stormwater utilities pursuant to a phased implementation schedule required by the City.

This Request for Qualifications (RFQ) has been issued to provide firms with information to prepare and submit a detailed response, which must satisfy all requirements and criteria established in this RFQ to qualify for consideration. Qualified firms who are interested in providing these services may download the RFQ from: [http://www.winterspringsfl.org/EN/web/gov/bids\\_purchasing.htm](http://www.winterspringsfl.org/EN/web/gov/bids_purchasing.htm)

By responding to this RFQ, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City will rely on said information during the RFQ process. Further, the Respondent represents and warrants to the City that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City shall have the sole discretion to rank Respondents to this RFQ. The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City may elect, at its sole discretion, to initiate negotiations to enter into one or more written agreements with selected Respondents pursuant to this RFQ. Said agreements shall be approved separately by, and at the sole discretion of, the City Commission of Winter Springs, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any

time. Respondent shall bear all costs associated with preparing, responding, interviewing or presenting in connection with this RFQ. The City of Winter Springs will not be liable or pay for any such cost. During the RFQ process, Respondent consents to the City of Winter Springs conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquire about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Firms shall not contact any City officials or staff members regarding this RFQ except as provided under this RFQ related to the pre-submittal tour and written comments or questions regarding the meaning or intent of the RFQ shall be submitted to the City Controller, Holly Queen, CPA at [hqueen@winterspringsfl.org](mailto:hqueen@winterspringsfl.org). Only questions answered by formal written addenda issued by the City will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondents in submitting their response.

Note: Respondents shall familiarize themselves with the provisions of the Florida Public Records Law, especially section 119.071, Florida Statutes. Unless deemed exempt or confidential by law, all information submitted by Respondents to the City will become a public record subject to the provisions of the Florida Public Records Law.

A pre-submittal tour of representative facilities of the City's water, wastewater, reclaimed water, and stormwater systems will be held on **Friday, July 12, at 9:00 AM**. The tour will start at WTP #1 located on 851 Northern Way, Winter Springs, FL 32708. This will be the only time available for interested firms to tour the facilities and to ask any questions in person regarding the RFQ. Attendance at the pre-submittal tour is **MANDATORY** for ALL firms interested in pursuing this work. Each Respondent is limited to three (3) participants per tour. All attendees shall be required to sign-in and provide their own transportation to/from the facilities and provide their own safety equipment appropriate for touring the facilities. All other questions regarding this RFQ shall be submitted in writing to the City Controller, Holly Queen, CPA at [hqueen@winterspringsfl.org](mailto:hqueen@winterspringsfl.org).

Submittal responses shall include four (4) originals in a sealed package marked "RFQ #05-19 LR - PROFESSIONAL SERVICES FOR UTILITIES OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES" and 1 CD/DVD containing all documents in Adobe PDF electronic format. Submittals must be received in City Hall's Utility Billing Department, 1126 East State Road 434, Winter Springs, Florida 32708, no later than **2:00 PM EST Friday, August 2, 2019**. All proposals received after the established deadline will not be accepted. The City will not be responsible for mail delays, late, or incorrect deliveries. The clock located in the lobby of City Hall will be the official authority for determining the time that packages are received and for determining late responses.

The City reserves the right to amend the RFQ. If it becomes necessary to revise any part of the RFQ, an addendum shall be provided to firms who are recorded with the City as having received a copy of this RFQ. In the event of addenda, firms shall include acknowledgment of all addenda as part of their submittal. Failure to acknowledge addenda may be grounds for disqualification of the submittal.

Respondents who are preparing a submittal are expected to examine this request including all relevant forms, terms, conditions, and instructions. All costs associated with preparation and submittal of qualifications shall be borne entirely by the Respondent. Submittals will become the property of the



City and will become part of the public record, subsequent to award of the contract(s) or rejection of all submittals.

**INDEMNIFICATION STATEMENT** – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Respondent shall indemnify, hold harmless and defend the City of Winter Springs and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the “City”) against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Respondent, its agent(s), vendors, Respondents, representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform Respondent's obligations pursuant to this RFQ and any subsequent contract.”

**LIMITATION OF LIABILITY STATEMENT** – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

“The City desires to enter into this contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the contract, so that the City's liability for any breach never exceeds the sum of any contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the contract is limited to a maximum amount of the sum of any contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the liability of the City as set forth in Section 768.28 Florida Statutes, or to extend the liability of the City beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.”

Submittals will be evaluated and ranked by a selection committee composed of City Staff. Oral presentations of the short-listed firms may be requested at the discretion of the selection committee. A final determination of the rankings and selected firm will be made by the City Commission at a date and time to be determined. The City reserves the right to withdraw or amend the RFQ; reject any or all submittals in whole or in part; to re-advertise for any or all of the services; to negotiate for additional services or materials; and/or to accept the proposals, which, in its judgment best serves the interest of the City.

Selection shall be made of the Respondent that demonstrates capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Commission approves a ranking of the firms, the award will depend upon the successful Respondent negotiating acceptable terms under a Consulting Professional

Services Agreement. **While not part of the ranking part of the RFQ process, Respondents are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a contract or rejected all the proposals at its sole discretion.

**The submittal shall not exceed 50 pages in length, exclusive of a one-page cover letter, proposed staff resumes, and the standard forms.** Resumes of proposed staff cannot exceed three (3) pages in length per staff member.

The targeted schedule for this solicitation is as follows:

RFP Released for Advertisement	July 2, 2019
Mandatory Pre-Submittal Tour	July 12, 2019
Proposals Due	August 2, 2019
Oral Presentations	TBD

## II. EVALUATION CRITERIA

All responses will be subject to a review and evaluation process under the terms, conditions and procedures set forth in the RFQ. It is the intent of the City that all Respondents responding to this RFQ who meet the minimum requirements contained in this RFQ shall be ranked, at the selection committee's and City Commission's sole and absolute discretion, in accordance with the evaluation criteria and factors established in the RFQ. The City will consider all responsive and responsible responses received in its evaluation and award process. Contracts will be awarded to a successful Respondent deemed the most qualified, and in the City's best interests as determined in the sole and absolute discretion of the City Commission of the City of Winter Springs. Respondents shall submit information for evaluation in the categories listed below. Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

### Rating Range Table:

Evaluation Rating Range	Score 0.0-10.0
Exceptional	10.0
More than adequate	8.0-9.0
Adequate	5.0-7.0
Less than adequate	1.0-4.0
Not covered in proposal	0

**Evaluation Categories:**

A. Overall Qualifications and Experience including qualifications and technical experience of key personnel and firm's relevant and proven project experience (past performance on previous contracts of similar nature). **(Total A: 40 points)**

- Have been in the business of successfully providing full-service public-private contracts for operation, maintenance, and management of water, wastewater, reclaimed water, and stormwater facilities for at least 10 consecutive years. **(0-10 points)**
- Have existing full-service public-private contracts for operation, maintenance, and management of water, wastewater, reclaimed water, and stormwater facilities that have been in effect for at least 10 consecutive years, and have demonstrated experience under one or more contracts operating facilities that are permitted at 5 MGD or higher and comparable in complexity to the City's treatment facilities. **(0-10 points)**
- The qualifications and experience of the key personnel that will be assigned and committed to servicing the City's contract (with specific emphasis on the Project Manager, Lead Wastewater Operator, Management Team, and Regional Support Team). An organizational chart and individual resumes shall be submitted by the Respondent for evaluation by the City. **(0-10 points)**
- Have a strong record of health, safety, and environmental compliance based on Respondent's current Occupational, Safety, and Health Administration (OSHA) recordable rate, experience modification rate (EMR), and information about any health, safety, or environmental violations within the last five (5) years. **(0-10 points)**

B) Respondent shall demonstrate its understanding of the City of Winter Springs' water, wastewater, reclaimed water, and stormwater facilities and that Respondent possesses technical resources, knowledge, and experience relevant to the key issues related to the City's facilities and has provided strategies and operational approaches for implementing management programs, risk management and emergency response plans, odor mitigation, biosolids management, and capital improvements at the facilities. **(Total B: 40 points)**

- Have experience implementing management programs in full-service public-private contracts for operation, maintenance, and management of treatment facilities. Respondent shall describe the systems and cite examples of past and present utilization. **(0-10 points)**
- Have experience in successfully implementing risk management and emergency response plans. Describe the experience in preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations. Identify the number of the Respondent's employees in the region who will be available if it becomes necessary to supplement the efforts of existing on-site staff who will be assigned to the City's facilities. **(0-10 points)**
- Have experience with sludge dewatering and disposal, to include assisting in locating and permitting of disposal sites for at least five (5) years and have the ability to comply with

State and Federal requirements applicable to disposal activities and odor mitigation. **(0-10 points)**

- Provide approach to implementation of routine, preventive, and emergency maintenance for the facilities including suggested methodology for allocating funding. Provide the approach to assisting the City with planning and implementation of capital improvements including suggested methodologies for funding required improvements. **(0-10 points)**
- C) Respondent shall demonstrate experience in successfully transitioning and maintaining existing operations, maintenance and management of utility facilities (including hiring, transitioning and retaining the existing employees of the facilities) into a new project of operating, maintaining and managing the facilities under a service contract with Respondent. Respondent shall cite specific examples of experience transitioning and maintaining such facilities that are on a comparable or larger scale to the City's facilities and provide references. **(Total C: 0-10 points)**
- D) Financial Capacity will be evaluated to determine the overall capacity of the Respondent to carry out the contractual commitments for the requested services. At a minimum, the contracting entity awarded and executing the contract with the City (not the parent company or other subsidiaries) must have a total revenue in excess of \$75M per year for each of the past three (3) years. The Respondent shall demonstrate that the company, or any affiliate of the company, has never filed for bankruptcy protection. **(Total D: 0-10 points)**

The City may, at its discretion, seek clarification of any aspect of a Respondent's submittal.

### III. SUBMITTAL REQUIREMENTS

The Respondent's submittal package shall be organized with Tabs and include the appropriate and requested information in sufficient detail to demonstrate Respondent understands the scope of work required to be performed by this RFQ and under the contract to be negotiated in furtherance of this RFQ.

**Transmittal Letter and Acknowledgement of Addenda:** Transmittal letter must clearly designate the primary Respondent's point of contact, the primary Respondent's authorized representative, and location of primary Respondent's place of business. The transmittal letter must be followed by acknowledgement of any published Addenda.

#### **TAB 1: Executive Summary**

The executive summary shall include a brief statement of the Respondent's approach to the work, understanding of the project's goals and objectives, and demonstrated understanding of the project's potential problems and concerns. The executive summary shall provide a concise overview of the team's experience including the Respondent's background and qualifications, financial stability, and overall organization of the team of key personnel that will be assigned to perform services under a contract with the City.

#### **TAB 2: Overall Requirements, Qualifications, and Experience**

This tab must include a narrative of the primary Respondent's qualifications and experience as well as the qualifications and technical experience/expertise of key personnel. Additionally, provide a narrative

summary of the qualifications and experience of the team that demonstrates at a minimum the following requirements:

- Have been in the business of providing full-service public-private contracts for operation, maintenance and management of water, wastewater, reclaimed water, and stormwater facilities for at least 10 consecutive years.
- Have existing full-service public-private contracts for operation, maintenance and management of water, wastewater, reclaimed water, and stormwater facilities that have been in effect for at least 10 consecutive years.
- Have experience with sludge dewatering and disposal, to include assisting in locating and permitting of disposal sites for at least five (5) years and have the ability to comply with the requirements of the State of Florida for disposal activities.
- Have operated facilities that are permitted at 5 MGD or higher and comparable in complexity to the City's treatment facilities.
- Have experience utilizing business systems in full-service public-private contracts for operation, maintenance and management of treatment facilities. Describe the systems and cite examples of past and present utilization.
- Have experience in successfully transitioning projects and the associated employees into the new project. Site specific examples of transition experience that is on a comparable or larger scale to the City's facilities and provide references.
- Have experience in successfully implementing risk management plans.
- Have experience in successfully implementing emergency response plans. Describe the experience in preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations. Identify the number of the Respondent's employees in the region who could supplement the efforts of existing on-site staff should the need arise.
- Have a strong record of health, safety and environmental compliance. Provide the Respondent's current OSHA recordable rate and EMR and information about any health, safety or environmental violations within the last five years. Describe the Respondent's approach to meeting and guaranteeing permit compliance.

**TAB 3: Relevant Contract Operations Experience**

Provide a description of five (5) relevant project/contract experience where the Respondent successfully provided full-service public-private contracts for operation, maintenance, and management of water, wastewater, reclaimed water, and stormwater facilities. Respondent shall include reference's contact information, annual costs for operation and maintenance, and capital expenses within the scope of the contract as well as a description of past performance.

For each of the five (5) reference projects cited, please provide:

- Listing of all permit/regulatory violations including associated fines and required mitigation measures; and
- Complete listing of all incidents where contract requirements were not met including for odor complaints.

**TAB 4: Staffing Plan**

Provide an organization chart, facilities staffing plan, and resumes for each of the key personnel proposed for this contract with specific emphasis on the Project Manager, Lead Wastewater Operator, Management Team, and Regional Support Team. Resumes must include role, years of experience, education, recent relevant training, and licensure and certifications in addition to experience. Resumes of proposed staff cannot exceed three (3) pages in length per staff member. Staffing plan should indicate the commitment of Respondent's key staff which will be assigned to this contract. Minimum qualifications of the Project Manager include meeting the following requirements:

- Current State of Florida Class B Wastewater Operator's certification or higher (Dual Water and Wastewater License preferred);
- Minimum of 10 years of experience in operation and maintenance of water and wastewater facilities comparable in size and scope to the City's facilities;
- Five (5) years of management experience in the operation and maintenance of water and wastewater facilities; and
- Clean criminal history and Florida driver's license. Respondents are hereby notified that the City will reserve the right in the service contract to reject or require the removal of any of the contracting party's employees who are assigned to work at the City's facilities including, but not limited to, misconduct, negligence, malfeasance, or misfeasance while employed and working at the City's facilities and for failure to maintain a clean criminal history and driver's license. For purposes of this paragraph, the term "clean criminal history" means the person does not generally have a disqualifying job-related criminal offense under City policy such as convictions and serious incidents of violent crime, arson, terrorism, robbery, dealing in stolen property, embezzlement, theft, bribery, extortion, fraud, forgery, unlawful use, sale, or possession of fire arms or explosives, or a crime involving a security incident resulting in a significant loss of life, environmental damage, utility system disruption, or economic disruption in a particular area.

In addition, the Respondent's staffing plan shall include a transition plan to hire and retain all existing City employees associated with the facilities covered by this RFQ. Hiring existing City employees is a requirement of this RFQ subject to the employees satisfying the Respondent's employment screening process.

**TAB 5: Approach to Facilities Operations**

This Tab must describe in sufficient detail and clarity the Respondent's operations, maintenance, and management strategies and approach to accomplish the work identified in the Required Scope of Services. Describe methodologies including best practices and benchmarks to be used and description of required reports and deliverables. At a minimum, the approach must cover regulatory compliance,

operation and maintenance, repair and replacement, asset management, odor mitigation, biosolids management, laboratory sampling and analyses, quality control/quality assurance, cost control, and emergency response and preparedness.

**TAB 6: Approach to Facilities Maintenance and Capital Improvements**

Provide with sufficient detail and clarity, the team’s approach to implementation of routine, preventive, and emergency maintenance for the water, wastewater, reclaimed water, and stormwater facilities including suggested methodology for allocating funding. Likewise, provide with sufficient detail and clarity, the team’s approach to assisting the City with planning and implementation of capital improvements including suggested methodologies for funding required improvements.

**TAB 7: Transition Plan**

Provide details on a transition plan for the water, wastewater, reclaimed water, and stormwater facilities operation, maintenance, and management services due to change in contract operator and/or Respondents as well as approaches for operation, maintenance, and management and capital improvements. The transition plan should address details such as methodologies for additional staffing, as needed, and include language allowing equal opportunity for existing employees to transition to the successful Respondent, as appropriate.

**TAB 8: Financial Capability**

Respondents must submit financial statements to demonstrate good standing and the capacity required for this contract. Submit audited financial statements for the past three (3) fiscal years. The financial statements must include income statements, balance sheets, and statements of cash flow.

**TAB 9: Disclosures and Potential Conflicts of Interest**

All potential conflicts of interest; including identification of any members of the Respondent’s team that are related to an employee of the City, including any appointed or elected officials, must be disclosed. Failure to disclose potential conflicts of interest may result in the proposal being rejected.

**IV. REFERENCE DOCUMENTS**

The City has compiled reference documents for review and use by Respondents in preparing their responses to this RFQ. Such reference documents will be available via online sharefile. The reference documents include the following:

- Water Supply Plan, April 2017;
- Master Wastewater Plan, Final Draft June 2019;
- Lake Jesup Reclaimed Water Augmentation Facility Record Drawings, April 2011;
- WTP#1 Water Quality Improvements Record Drawings, June 2018;
- Stormwater Maintenance Map; and
- Stormwater NPDES MS4 permit.

## V. CONTRACT OPERATIONS OBJECTIVES

The City will enter into an agreement with the successful Respondent (“Service Provider”) that best demonstrates the ability to assume full responsibility for the safe, efficient, and cost effective operation and maintenance of the water, wastewater, reclaimed water, and stormwater facilities in compliance with all applicable Federal and State Laws. Accordingly, the Service Provider shall assume all responsibilities associated with operating and maintaining the water, wastewater, reclaimed water, and stormwater facilities to ensure reliability of operations, and to maintain the value of the City’s investment in these utilities’ facilities and equipment. The successful Service Provider shall be required to provide all labor, materials, supplies, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services for compliant reliable uninterrupted, economical operation of the managed assets to ensure the continuous operations of the water, wastewater, reclaimed water, and stormwater facilities. Specific responsibilities of the Service Provider include, but are not limited to:

- Compliance of facilities with all permits and regulations;
- Providing properly licensed and certified operators and personnel to perform the duties outlined herein;
- Optimizing operation of facilities to provide cost efficient treatment within the facilities’ design capacity;
- Immediately responding and attending to emergency conditions;
- Assisting in capital and operating budget preparation;
- Power consumption;
- Sludge removal/dewatering and residual disposal;
- Facilities’ equipment upkeep and preventative maintenance;
- Performing all sampling and laboratory analyses required by the City’s permits and necessary for process control;
- Ordering and procurement of chemicals, fuel, and supplies;
- Administrative and technical work related to permit renewals and modifications;
- Maintaining an inventory listing of all City supplies and equipment under the Operator’s control;
- Providing input on design or upgrade efforts;
- Facility security checks;
- Performing routine inspections and meeting with regulatory agencies;
- Responding to regulatory correspondence with City where Operator input is needed;
- Recording, interpreting, and reporting accurate information from flow and elapsed time meters;
- Providing City with daily, weekly, monthly, and annual reports regarding the performance of the facilities; and
- Monitoring for any needed improvements within the system.



At a minimum, the Service Provider shall meet the following regulatory requirements and any subsequent modifications:

- FDEP permits for each water and wastewater treatment facility;
- SJRWMD Consumptive Use Permits for the water and reclaimed water systems;
- FDEP biosolids disposal regulations; and
- NPDES MS4 Stormwater permit requirements and pollution prevention plans for the facilities.

The Service Provider shall be required to maintain the facilities, infrastructure, and equipment in a manner that preserves the managed assets and ensures the reliability and efficiency of the facilities and systems. All buildings, structures, property, and equipment shall be maintained in accordance with standards pursuant to maintenance requirements as established by the City. Existing levels of redundancy must be maintained for the facilities. The City intends to, subject to the availability of funding and based upon a prioritized capital improvements list provided by the selected Service Provider, undertake upgrading, repair, and replacement projects as authorized by the City Commission.

The Service Provider shall perform all sampling and laboratory analyses required by the City's permits and necessary for process control. The Service Provider's technical support group shall provide backup advice in process control, management, maintenance, and plant repair as necessary to assist the Service Provider's staff and ensure performance of its obligations. Technical Support is part of the base fee to be paid to the Service Provider.

The Service Provider must ensure that a sufficient staff of qualified and trained employees of the Service Provider shall, at all times, be dedicated to the facilities for not less than a standard forty (40) hour week. The Service Provider shall staff the Facilities for at least eight (8) hours per day, seven (7) days per week, to the extent required by the permit and as necessary for operations. The Service Provider shall be on call 24 hours per day. The Service Provider shall be required to develop and implement a program for employee training for operation and maintenance skills improvement related to the requirements of the contract operation; as well as development and implementation of a safety and security plan. Service Provider and its personnel shall be responsible for their transportation to and from the Facilities.

The Service Provider shall keep the City informed of the operation and maintenance of the facilities through daily, weekly, monthly, and annual reports. The Service Provider, if authorized by the City, shall deal in a professional manner with individuals and community groups concerned with any aspect of the operation of the facilities. The Service Provider shall submit a daily one-page report to include information on flow, loads, staffing, and significant events. The Service Provider shall submit weekly summary reports to include summary information on the previous seven (7) days. The Service Provider shall maintain records of operations, maintenance, repair, and improvement activities at the facilities and shall prepare and submit to the City a monthly report, including a narrative summary of operations and all data required for monthly reporting. The monthly report shall also include photographs and maintenance log reports of equipment breakdowns, process problems, potential problems, or any other issues or concerns. The Service Provider shall prepare and submit an annual report that records significant events of the past year, describes the status of operations at the facilities, charts the performance of the facilities, recommends equipment repairs or upgrades, develops operations budget for the next fiscal year, and compares the status to planned activities.

The Service Provider at their expense, shall install, maintain, and populate computer software, to provide a computerized process control, asset management, and maintenance tracking system for the facilities. There is no specific software required, but the proposed software must provide all the process and maintenance tracking required by the City. Upon termination of this contract, all data shall remain the property of the City.

While the City will maintain responsibility for long- and short-term planning for the facilities; the Service Provider shall be required to participate in planning activities and provide information to the City on a regular basis in support of the City's short- and long- term planning objectives for capital improvements and maintenance requirements as well as policy and regulatory matters.

- **Capital Improvements:** The Service Provider shall be required to provide information and recommendations for capital improvements to increase operating efficiency, improve quality of service, and extend the useful life of assets including development of information to support capital financing plans.
- **Maintenance:** The Service Provider shall be required to provide information and make recommendations to make updates to existing maintenance plans and support the development of a long-term maintenance strategy for the facilities, including identification of cost-saving measures, cost-effective maintenance projects, and routine/preventive maintenance program scheduling.
- **Policy/Regulatory Issues:** The Service Provider shall be required to evaluate proposed or actual regulatory changes from an operations standpoint to determine their effect on the facilities' capacity, management, operation and maintenance including any financial impacts or required changes to the City's policies and procedures. The City may also require input from the Service Provider to establish or challenge the appropriateness of permit limitations.

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**DISPUTES DISCLOSURE FORM**

**Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.**

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_
  
2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_
  
3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? \_\_\_\_\_ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that the statements contained herein are true. I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the City that might arise from the representations contained herein, and forfeiture of rights for further consideration for work in the City of Winter Springs.

Firm: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Authorized Signature / Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**DRUG-FREE WORK PLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Firm: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Authorized Signature / Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
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Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM**

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

1. This sworn statement is submitted to the City of Winter Springs by:

\_\_\_\_\_

on behalf of: \_\_\_\_\_

whose business address is: \_\_\_\_\_

\_\_\_\_\_

Federal Employer Identification Number (FEIN) \_\_\_\_\_

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), F.S., 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 bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand the “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), F.S., means a 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 record 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 guilt or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), F.S., 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 ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), F.S., means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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.

6. 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 of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after 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 the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I understand that the submission of this form to the City of Winter Springs is for the City of Winter Springs only. I also understand that I am required to inform the City of Winter Springs prior to entering into a contract in excess of \$25,000 of any change in the information contained in this form.

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

State of Florida, County of \_\_\_\_\_; On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared:

\_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires:  
\_\_\_\_\_

- \_\_\_\_\_ Personally Known
- \_\_\_\_\_ Produced Identification:  
(Type) \_\_\_\_\_
- \_\_\_\_\_ Did take an Oath
- \_\_\_\_\_ Did Not take and Oath

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
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Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**CERTIFICATION OF NON-SEGREGATED FACILITIES FORM**

By affixing his signature to this form, the consultant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The consultant certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The consultant agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Official Address: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
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Professional Services for  
 Utilities Operations, Maintenance, and Management Services

**INSURANCE REQUIREMENTS FORM**

1. The consultant shall be **required** to provide to the City, **prior** to signing a contract for or **commencing** any work, a Certificate of Insurance which verifies coverage in compliance with the requirements outlined below. Compliance of said certificate must be acknowledged by the Purchasing Coordinator prior to start of work. Any work initiated without completion of this requirement shall be unauthorized and the City of Winter Springs will not be responsible.
2. The City of Winter Springs reserves the right to require coverage and limits as considered to be in its best interests. Insurance requirements shall be on a case by case basis determined by the project, conditions and exposure.
3. Except for Professional Liability and Workers Compensation Policies, when required, **all policies are to be endorsed to include the City of Winter Springs as Additional Insured. In the cancellation clause the number "30" shall be inserted** into the blank space provided prior to the words "days prior notice...". All consultant policies are to be considered primary to City coverage and shall not contain co-insurance provisions.
4. In the event that the insurance coverage expires prior to the completion of services, a renewal certificate shall be issued 30 days prior to said expiration date.
5. **Subconsultants** retained by the primary consultant **are the responsibility of said primary consultant** in all respects.
6. Insurance requirements:

COVERAGE REQUIRED	MINIMUM POLICY LIMITS
Workers' Compensation	Statutory
Commercial General Liability including Contractual Liability, Products and Completed Operations, XCU and Owners and Contractors Protective	\$ 5,000,000 Occurrence
Comprehensive Auto Liability, CSL, shall include "any auto"	\$ 1,000,000 CSL
Professional	\$1,000,000 Claims-Made

(NOTE: All limits are per occurrence unless noted otherwise and must include Bodily Injury and Property Damage. Deductibles and self insured retentions must be approved by the City of Winter Springs, and all insurers must have an A.M. Best rating of at least A: VII.)

7. Bonding Required: None This Submittal
8. Consultant will be required to provide a certificate of insurance in compliance with the above, within four (4) days of notification of award with continuing coverage, without a break.
9. I hereby certify that the insurance and bonding requirements outlined above shall be met as required, if I am awarded a contact for the services specified herein.

Firm: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Authorized Signature / Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**





\_\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Typed or Printed Name of Affiant Title

State of Florida, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and

\_\_\_\_\_  
(Name(s) of individuals who appeared before notary)

whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

**This Form Must Be Completed and Returned with your Submittal**

City of Winter Springs, Florida  
**REQUEST FOR QUALIFICATIONS**  
**RFQ #05-19 LR**

Professional Services for  
Utilities Operations, Maintenance, and Management Services

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**VENDOR CERTIFICATION REGARDING SCRUTINIZED  
COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_

Who is authorized to sign on behalf of the above referenced company.

Authorized Representative: Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This Form Must Be Completed and Returned with your Submittal**



# REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | SEPTEMBER 9, 2019 | REGULAR MEETING

## TITLE

Appointment to Oak Forest Wall and Beautification District Advisory Committee

## SUMMARY

The City Clerk wishes to inform the City Commission of a possible upcoming Appointment to the Oak Forest Wall and Beautification District Advisory Committee related to terms of office, which recently expired in August 2019. The following is from the City of Winter Springs' Code of Ordinances, specifically,

### ARTICLE III. - BOARDS, COMMITTEES, COMMISSIONS

#### DIVISION 1. – GENERALLY

##### **“Sec. 2-41. - Appointments of boards and committees.**

- (a) Purpose. The purpose of this section is to enhance the public's respect and confidence in the municipal services delegated to, and performed by, city boards and committees and to ensure that decisions of boards and committees are in the best interests of the city. The purpose of this section is also to establish uniform and consistent procedures and requirements for establishing and/or abolishing boards and committees, and appointing and removing members thereof, and for conducting board and committee business.

To the extent the provisions of this section conflict with other provisions of this Code, it is the intent of the city commission that the provisions of this section shall prevail.

- (b) Definitions. As used in this section, the terms or phrases listed in this subsection shall have the following meaning:

"Resident" shall mean any person living within the city limits at all times while serving on said board or committee, and at least six (6) months prior to being nominated, elected or appointed to the board or committee.

- (c) Requirements of board and committee members. Any person nominated, elected or appointed to serve on a board or committee of the city shall satisfy

the following requirements, except as otherwise provided by state or federal law:

- (1) Complete a board or committee application as prescribed by the city commission;
- (2) Consent to a standard criminal background check;
- (3) Be duly registered to vote in Seminole County;
- (4) Be a resident as defined in this section; and
- (5) Has never been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph.

(d) Appointment of members. Unless otherwise required by state or federal law, or specifically provided otherwise in the Code, each city board and committee shall be comprised of at least five seats numbered one, two, three, four and five, and appointments shall be as follows:

- (1) Each city commissioner shall appoint one member to the seat on each city board or committee that corresponds to the city commissioner's seat. Appointments shall be made within thirty (30) days of the expiration of the prior term for that seat. If an appointment is not made within such thirty-day time period, the appointment shall be made by a majority vote of the commission. The city commission may accept appointments made by any commissioner or the mayor regardless of seat number.
- (2) For any seat not corresponding to a commission seat number, the city commission may accept appointments made by any commissioner or the mayor regardless of seat number.
- (3) All appointments to a city board or committee are not effective until the appointment is ratified by majority vote of the city commission.
- (4) A board or committee appointment shall not be construed as creating or conferring, upon a person, any right or interest in serving on a board or committee including, but not limited to a contract, liberty, property or vested right.

(e) Removal of members. Board and committee members shall serve at the pleasure of the city commission and may be summarily removed at any time with or without cause. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, such vacancies in the board shall be filled by the city commission member whose seat number corresponds with the vacant board seat subject to commission ratification, for the unexpired term of such vacancy. If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission.

- (f) Term. Unless otherwise provided by state or federal law, all board and committee members shall be appointed to serve four-year terms and may be reappointed for subsequent four-year terms. All board and committee members shall be limited to three (3) consecutive full terms of office on any one board or committee.”

The Oak Forest Wall and Beautification District Advisory Committee is a five (5) Member Committee, which meets annually, typically on the first Thursday in April at 5:30 p.m.

The following pertains to the Oak Forest Wall and Beautification District Advisory Committee

## **DIVISION 2. - ASSESSED AREAS AND ADVISORY COMMITTEES**

### **“Sec. 18-54. - Definition of assessed areas.**

The city commission is hereby authorized to define assessed areas in accordance with the procedures set forth herein to include property located within the incorporated area of the city. Each assessed area shall encompass only that property specially benefitted by the local improvements or related services proposed for funding from the proceeds of assessments to be imposed therein.”

### **“Sec. 18-55. - Creation of advisory committees.**

- (a) The city commission may establish by resolution an advisory committee for any assessment area within which assessments are imposed.
- (b) Each advisory committee shall consist of at least five (5) members appointed by the city commission. Members of the advisory committee may be residents or persons with a vocational or investment interest in the assessed area. All members of any advisory committee shall serve at the pleasure of the city commission.
- (c) Each advisory committee, for its respective assessed area, and in conjunction with city staff personnel, shall timely provide input and recommendations to city staff or city consulting professionals assigned the task of providing technical assistance in the following activities:
  - (1) Development of a budget for the desired local improvement or related services;
  - (2) Imposition of assessments to fund the local improvement or related services;
  - (3) Issuance of the obligations when required; and

(4) Maintenance of the local improvement or the provision of related services. The advisory committee shall review and discuss issues related to the foregoing and other directly related matters of interest to the owners of property within the respective Assessed Areas and make such recommendations thereon as the advisory committee deems appropriate.”

To serve on this Advisory Committee, one would need to reside within the Oak Forest Wall and Beautification Assessment District.

**Oak Forest Wall and Beautification District Advisory Committee Vacancy:**

SEAT THREE – COMMISSIONER TED JOHNSON:

Vacant

Term Expires: August 2023 [Four (4) year Term]

**RECOMMENDATION**

Staff is recommending that the following Appointment be made:

SEAT THREE APPOINTMENT: COMMISSIONER TED JOHNSON

Oak Forest Wall and Beautification District Advisory Committee

Vacant

Term Expires: August 31, 2023

OTHER MAYOR/COMMISSION APPOINTMENTS:

Included in this Agenda Item is the ability for the Mayor and/or any City Commission Member to make any other Appointment(s) that are deemed pertinent.

If any Appointment(s) are not made at this Meeting, subsequent Agenda Items can be brought forward on upcoming City Commission Meeting Agendas.